



Reference Number: **Enter Project Number**

Order Number: **Enter E1 Order Number**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereafter "Agreement") is entered into as of **XX/XX/XXXX**, by and between **Granite Entity**, (hereafter "Company") and **Enter Legal Name of Provider** whose address is **Enter Provider's Address, City, State and Zip**, (hereafter "Provider"). Company and Provider may collectively be referred to herein as "Parties" and individually as "Party". This Agreement is entered into subject to the following Recitals:

Company has entered into a contract (hereafter "Contract") with **Enter Client Name** (hereafter "Client") under which Company has undertaken to perform work more particularly defined in the Contract on the project commonly known as **Enter Project Description** (hereafter "Project"). In order to perform the work required of it under the Prime Contract, Company desires to retain Provider on a non-exclusive basis, to perform the Services defined in Article 1.0 hereof.

Provider is qualified to perform the Services (as defined in Article 1.0 hereof) as contemplated by the Parties under the terms of this Agreement and is willing to provide such Services for consideration upon the terms hereafter stated.

NOW, THEREFORE, in consideration of the Services to be performed by Provider and payment therefore by Company, the parties agree to the terms, covenants and conditions as hereafter set forth.

1.0 SCOPE OF SERVICES.

1.1 The scope of services (hereafter "Services") to be performed by Provider shall consist of:

Item No.	Cost Code	Client Item	Item Description	Approximate Quantity	U.M.	Unit Price	Approximate Total
1						\$0.00	\$ 0.00
2						\$0.00	\$ 0.00
3						\$0.00	\$ 0.00
4						\$0.00	\$ 0.00
5						\$0.00	\$ 0.00
6						\$0.00	\$ 0.00
7						\$0.00	\$ 0.00
8						\$0.00	\$ 0.00
9						\$0.00	\$ 0.00
10						\$0.00	\$ 0.00
Approximate Total:							\$ 0.00

- 1) **Enter Scope of Work, plus inclusions and exclusions here.**
- 2)

2.0 METHOD OF CHARGING AND PAYMENT CONDITIONS.

2.1 Provider shall be compensated for Services performed in a timely and satisfactory manner in conformance with the terms and conditions of this Agreement as follows:

2.2 If Provider's compensation is to be paid on a basis other than lump sum, Provider and Company shall mutually agree upon a not to exceed amount. Provider shall promptly notify Company designated representative (defined in Article 10.0 hereof) when it has exceeded seventy percent (70%) of the "not to exceed" amount. In the absence of an express written authorization to increase the "not to exceed" amount, Provider shall not continue to provide the Services beyond the "not to exceed" amount specified. If a "not to exceed" amount is broken down into budgets for specific tasks, the task budget may not be exceeded without Company prior written authorization.

2.3 Provider shall submit monthly itemized invoices to Company no later than the 5th day of the month following the month in which the Services were performed. Company shall pay each invoice in accordance with one of the following: (i) Net 30 – ePayables, (ii) Net 45 – PayMode-X, or (iii) Net 60 – Checks from the date the invoice is delivered to Company provided it is received by the 5th day of the month.. However, if Company objects to all or any portion of any invoice, Company shall notify Provider of the objection within twenty (20) days from the date of the receipt of the invoice by Company and shall give reasons for its objection.

3.0 CONSULTANT'S PERFORMANCE.

3.1 Provider warrants that it shall perform the Services in a manner consistent with the standard of care, skill, practice and judgment exercised by other professionals performing services of a similar nature under similar circumstances.

Company _____
Provider _____

4.0 RELATIONSHIP OF PARTIES AND TRADE CONTRACTORS.

4.1 Provider shall be an independent contractor and shall have responsibility for and control over the details and means for providing the Services. Provider will only undertake those Services which it is properly qualified and competent to perform. Provider represents that, with respect to Services which it undertakes to perform, it is fully experienced and properly qualified, equipped and organized to perform such Services. Provider can use trade contractors to perform services usually performed by trade contractors provided it obtains prior written approval from Company.

4.2 Provider (or any lower-tier trade contractor or supplier to Provider) shall, as permitted under federal and any applicable state laws, comply with and be bound by such terms and conditions of Company labor agreements to the extent such labor agreements are applicable to the Services to be performed hereunder.

5.0 REPORTS.

5.1 Provider shall prepare and provide to Company’s Designated Representative (defined in Article 10.0), on a daily basis (or on such other basis as the Parties agree upon), a field report based upon the Services performed. The field report shall set forth pertinent data and findings and such other information as the parties shall agree upon regarding the project.

6.0 WORK PRODUCT AND INTELLECTUAL PROPERTY.

6.1 Unless otherwise provided by the parties herein, the work product (“Work”) resulting from the Services provided by Provider under this Agreement, including without limitation, plans, specifications, drawings, models, paintings, prints, sculpture, sketches, applied art, studies, names, logos, advertising materials, marketing materials, and reports of all kinds, together with all modifications thereto and any and all rights of patent, trademark or copyright in and to any such Work, are hereby irrevocably assigned to, and shall for all purposes belong to, and be owned by Company.

6.2 From time-to-time hereafter, Provider will, without cost to Company, promptly execute assignments as reasonably necessary to ensure ownership by Company of all Work, and the rights of patent, trademark, and/or copyright therein, developed by the Services of Provider under this Agreement.

6.3 All Work delivered to Company shall be the original work of the Provider and shall not infringe upon the rights of patent, trademark, or copyright of any other person. Provider agrees to indemnify Company and save Company harmless from and against all claims, demands, suits, liability, obligations and expenses (including attorneys’ fees) of whatsoever kind or nature arising out of or connected with an alleged patent, trademark or copyright infringement by any or all Work delivered to Company by Provider.

6.4 Documents prepared by Provider under this Agreement are not intended or represented to be suitable for reuse by Company or others on extensions of the Project or on any other project. Any such reuse without written verification or adaption by Provider and Provider’s trade contractors, as appropriate, for the specific purpose intended will be at Company sole risk and without liability or legal exposure to Provider, or to Provider’s trade contractors from all claims, damages, losses and expenses (including attorneys’ fees) arising out of or resulting therefrom. Any such verification or adaptation will entitle Provider to further compensation at rates to be agreed upon by Company and Provider.

7.0 INDEMNITY.

7.1 General Indemnity. Subject to any limitations stated in this Agreement and except as provided in §7.2, below, to the fullest extent permitted by law, Provider will indemnify, defend, and hold harmless Client, Company and their officers, directors, employees, and agents and such other persons or entities as Company may require from and against all claims, costs and expenses, including attorney fees, arising out of or resulting from damages or injuries or alleged damages or injuries to persons or tangible property caused by any act, error, or omission of Provider or any of Provider’s lower-tier subcontractors, agents, trade contractors, and employees in the performance of Services under this Agreement. Provider will not be responsible for any loss, damage, or liability arising from the sole negligence of Client, Company or their officers, directors, employees or agents.

7.2 Professional Indemnity. For claims involving or alleged to involve solely professional errors or omissions by Provider, Provider shall indemnify and hold harmless Client, Company, and their officers, directors, employees and agents and such other person or entities as Company may require from, and against, any and all damages, losses, costs and expenses, including attorney fees, arising out of or resulting from any damages or injuries to persons or tangible property caused by any negligent act, error, omission or misconduct, on the part of Provider, its lower tier subcontractors, agents or employees in the performance of professional services under this Agreement.

7.3 Provider’s indemnity obligation shall not be limited by any worker’s compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by Provider. Provider’s indemnification obligations shall survive the termination of this Agreement.

8.0 COMMENCEMENT AND PROGRESS OF WORK.

8.1 Provider, in consultation with Company, shall coordinate the Services with Company and Company’s trade contractors as Company may reasonably require.

8.2 Provider shall perform the Services promptly, diligently and in such manner and sequence as to assure the timely completion of other work dependent thereon and to permit completion of the Services within Company’s schedule requirements (hereafter “Schedule Requirements”). In this regard, Provider shall at all times furnish and have available such sufficient and satisfactory equipment, materials, supplies and workers to perform the Services in a prompt and timely manner in accordance with Company’s Schedule Requirements. In the event Provider fails to perform the Services in accordance with the Schedule Requirements, to the extent such failure is not the result of a delay for which Provider is entitled, under Article 13.0 hereof, to an extension of time in which to perform the Services, Provider, at its own expense, shall provide additional equipment, work force, overtime or additional shifts so as to meet and maintain the Schedule Requirements. All expenses and damages incurred by Company resulting from the failure

Company _____
Provider _____



of Provider to meet the Schedule Requirements, or abide by Company instructions with regard to the Schedule Requirements, will be paid by Provider to Company upon demand.

9.0 LIENS.

9.1 Prior to payment of invoice(s) submitted pursuant to Article 2.0, Provider (and any other person or entity furnishing services, labor or materials to Provider in connection with the Services hereunder) shall furnish to Company:

9.1.1 the certificate of insurance as required under Article 12.0 hereof;

9.1.2 a release or waiver of lien in form required by Company or, if prescribed by statute, then in form conforming to such statutory requirements and any amendments thereto. In lieu thereof, and subject only to the approval of Company in its sole discretion, Provider may provide receipts covering all Services, labor and materials for which a lien might be filed; but if any trade contractor, laborer, materialman or other person refuses to furnish a release, waiver or receipt in full, as required by Company, Provider may furnish, at Provider’s expense, a bond satisfactory to Company to indemnify Company against any claim or lien. Upon the request of Company, Provider shall provide Company with unconditional waivers of lien conforming to statutory requirements, if any, for amounts previously paid; and

9.1.3 such other and further documents or information as Client may require or as required herein.

10.0 DESIGNATED REPRESENTATIVES.

10.1 The Parties shall each designate in writing an individual who shall serve as that Party’s contact for purposes of the performance of the Services hereunder (hereafter “Designated Representative”) and for purposes of notice as provided in Article 26.0 hereof. Either Party, after discussion, may change their Designated Representative by notice in writing to the other Party.

10.2 Each Party’s Designated Representative shall have full power and authority to act for and on behalf of such Party in the implementation and performance of such Party’s obligations and rights under this Agreement.

10.3 All communications between the Parties shall be conducted through the Party’s Designated Representative and such other persons as a Designated Representative shall, from time to time, designate.

11.0 PERSONAL SERVICES CONTRACT; NO ASSIGNMENT.

11.1 Provider acknowledges that Company has entered into this Agreement in reliance upon the particular reputation and expertise of Provider and specifically the reputation, experience, and expertise of the principals of Provider.

11.2 This Agreement is personal to Provider and Provider shall not assign this Agreement, or any amount payable hereunder, in whole or in part, without the prior written approval by Company.

12.0 INSURANCE.

12.1 Immediately following execution of this Agreement by Provider and, in any event, before commencing any Services, Provider shall procure, and maintain in full force and effect at Provider’s expense, so long as may be necessary to fully protect Client and Company and, in any event, at least until the completion and acceptance of Provider’s Services as a whole, Worker's Compensation Insurance in accordance with the laws of the state in which the Services are performed and Employers' Liability Insurance; Commercial General Liability Insurance on an occurrence basis only including, without limitation, contractors' protective liability insurance (and contractual liability coverage); Comprehensive Automobile Liability Insurance on an “Any Auto” basis covering all owned, non-owned and hired automobiles used in connection with the Services; Professional Errors and Omissions Insurance, including, without limitation, contractual liability; and such other coverage and in the minimum limits as specified in **Attachment A.1**.

12.2 Within ten (10) days after execution of this Agreement, the Provider shall furnish a certificate of insurance, satisfactory to Company, from each insurance company providing coverage to Provider showing that the insurance coverage required herein is in force, indicating the project name, Company’s job number, stating policy numbers, dates of expiration, deductible amounts applicable to each policy, and limits of liability thereunder, and further providing that the insurance will not be canceled, modified or changed until the expiration of at least thirty (30) days after written notice of such cancellation, modification or change has been mailed by certified mail return receipt requested to Company. Provider shall be responsible for all deductible amounts applicable to each policy.

12.3 The general liability insurance policy and any excess policies shall be endorsed to stipulate that the insurance afforded the additional insureds (as identified in the next sentence), including completed operations shall apply per project as primary insurance without qualification and that any other insurance maintained by Client and Company shall be in excess only and shall not be called upon to contribute with the insurance of Provider. Company, Client and their directors, officers, employees and agents and such other persons or entities as Company may require or is required, under the Contract Documents of Company by Client, shall be named, by endorsement (using a form of endorsement approved by Company), as additional insureds on Provider’s general liability insurance policy and its automobile liability insurance policy, in accordance with the requirements of **Attachment A.1**.

12.4 Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

12.5 Provider hereby waives and releases the additional insureds from liability for loss, injury, damage or loss of property at the site where the Services are performed which loss or damage is covered by said insurance. Provider shall obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

Company _____
Provider _____



13.0 FORCE MAJEURE.

13.1 "Force Majeure" as used in this Article shall mean an act of God, act of public enemy, war, lightning, fire, flood, explosion, earthquake, failure to timely receive necessary governmental approvals, government restraint, and any other cause, whether of the kind specifically enumerated above or otherwise, other than financial inability, which is not reasonably within the control of the party claiming suspension.

13.2 If Provider is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, Provider shall give Company prompt written notice of the Force Majeure event with reasonably full particulars concerning it; thereupon, the performance of Services by Provider, so far as they were affected by the Force Majeure event, shall be subject to such extensions of time to the extent allowed by Client. Provider shall act diligently to alleviate the impact of a Force Majeure to the extent possible.

13.3 Such extension of time shall be Provider's exclusive remedy for such Force Majeure event and shall only be available if Provider provided Company with the required two (2) business days' notice.

14.0 TAXES.

14.1 Provider shall pay all taxes imposed by any federal, state, or local taxing authority, on all payrolls and compensation of Provider's employees and other taxes, fees and charges levied against Provider on account of this Agreement under authorization of any law, ordinance or regulation.

15.0 RESPONSIBILITIES OF COMPANY.

15.1 Company shall obtain permission for Provider, Provider's employees, agents and trade contractors, to enter upon any project site for the purpose of providing the Services.

15.2 Company shall give Provider prompt notice of any deficiency in the Services known to or discovered by Company.

15.3 Company, with reasonable promptness, shall provide required information, approvals and decisions.

16.0 CHANGES AND EXTRA SERVICES.

16.1 Without invalidating this Agreement, Company may, at any time, or from time to time, order additions, deletions or revisions to the Services to be performed by Provider under this Agreement. Upon the request of Company, Provider shall promptly, or within the time specified, submit to Company a detailed proposal containing an estimate of the cost or value of a proposed change to the Services including quantities, unit prices, manufacturers' and suppliers' quotations and all other information requested by Company for a complete analysis of the impact of such changes. If the proposed change will affect the length of time the Provider requires to perform the Services, Provider shall set forth the amount of any time increase, as well as the scheduling considerations, if any, applicable to such change, in Provider's proposal

16.1.1 If Provider fails to provide a timely response to Company's request for such information, including, without limitation, economic and scheduling impacts of the proposed changes, Company shall be entitled to estimate the effect of proposed changes on Provider's Services in finalizing change orders with Client. Any adjustment of the Services resulting from Company's estimate shall be binding on Provider.

16.2 Provider shall not be entitled to any extensions of time for performance of the Services, or extra, changed or additional Services, save and except only to the same extent that Company shall be entitled to and shall be allowed an extension of time on account thereof by Client.

16.3 The Parties agree that any extra, changed or additional Services performed by Provider shall be performed pursuant to and in accordance with all of the terms and conditions of this Agreement.

17.0 AMENDMENTS AND TERMINATION.

17.1 Company may terminate or suspend all or a part of the Services to be performed under this Agreement by giving written notice to Provider of its election to do so. A notice of termination or suspension shall specify the date of termination or suspension and what portion (if less than all) of the Services are to be terminated or suspended. Upon such termination or suspension, Provider shall be paid in accordance with the provisions of Article 2.0 hereof, for Services properly performed.

17.2 Notwithstanding the above, this Agreement may be terminated for cause if Provider commits a material breach of this Agreement and fails to cure such breach after receipt of written notice and reasonable opportunity to do so. The notice shall identify with specificity the claimed material breach.

17.3 Upon termination of Services, in accordance with this Article, Provider shall immediately return to Company any and all tools, instruments, documents, and other tangible items belonging to Company and delivered to or used by Provider in connection with the Services hereunder or which are identified in this Agreement as being the property of Company or to which Company is otherwise entitled.

18.0 ASSIGNMENTS.

18.1 The Agreement may be assigned by Company to any subsidiary or affiliate of Company, without the consent of Provider.

19.0 GOVERNING LAW.

19.1 The Agreement shall be construed according to the laws of the State where the Project is located.

20.0 HAZARDOUS SUBSTANCES; SITE CONDITIONS.

Company _____
Provider _____



20.1 The Provider shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous or toxic materials or substances in any form at the Project site (including but not limited to, asbestos, asbestos products or polychlorinated biphenyl (PCB)) except for such hazardous or toxic materials or substances introduced on to the Project site by Provider or any damage or injuries resulting from Provider's negligence.

20.2 When hazardous or toxic materials or substances are known, assumed or suspected to exist at a site, Provider is required to take appropriate precautions to protect the health and safety of Provider's personnel, to comply with applicable laws and regulations, and to follow procedures that Provider deems prudent to minimize physical risks to employees and the public. Company shall inform Provider of any hazardous or toxic materials or substances known or suspected by Company exist at a Project site on which Provider is performing Services.

20.3 If during the performance of Services, Provider discovers the existence of unanticipated hazardous or toxic materials or substances which are unsafe and present a risk to Provider, Provider may, and without liability therefore, suspend further Services on the Project and shall notify Company of Provider's decision and the reason for suspension of Services.

21.0 RELIEF ON DEFAULT.

21.1 Each right or remedy provided for in this Agreement shall be in addition to any other right or remedy now or hereafter existing at law or in equity, and the exercise of any one or more of the rights or remedies provided for in this Agreement shall not preclude simultaneous or later exercise of any or all the rights or remedies now or hereafter existing.

21.2 If any action is brought by either Company or Provider to enforce this Agreement or recover damages or equitable relief for a breach of this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred in such action, the amount of such reasonable attorneys' fees to be determined by the court and not a jury.

22.0 DISPUTES.

22.1 Any dispute resolution procedure which appears in the Contract between Company and Client shall be deemed incorporated into this Agreement. Provided, however, disputes between the Parties that do not involve the acts, omissions or are otherwise the responsibility of Client or those which have been waived by the making or acceptance of final payment shall not be subject to such dispute resolution provisions but shall be resolved as provided herein. Claims and disputes of Client, Company and other contractors and trade contractors, suppliers and/or materialmen involving a common question of fact or law shall be heard by the same arbitrator(s) in a single proceeding. To the extent the proceedings are related to this Agreement or Services performed under this Agreement, it shall be the responsibility of Provider to prepare and present Company's case.

22.2 With respect to disputes not involving the acts, omissions or the responsibility of Client, the Parties shall meet to informally resolve such disputes promptly upon notification by the Party making the claim of the dispute. In the event that no resolution is achieved, the Parties, prior to the initiation of any action or proceeding under this Article, shall make a good faith effort to resolve the dispute by negotiation between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute, unless the Parties otherwise agree. To facilitate the negotiation, the Parties may submit the matter to non-binding mediation. The Parties shall participate in mediation if either Party serves upon the other Party a written notice stating the essential nature of the dispute and the amount of time or money claimed, and requiring that the mediation proceed within thirty (30) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No further action may be initiated unless the mediation does not occur within sixty (60) days after service of such notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would lapse if suit was not filed prior to sixty (60) days after service of notice.

22.3 The Parties shall submit any and all unresolved disputes that are not resolved through informal means under §23.2 above, to binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the unsuccessful completion of dispute resolution through informal means, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim or dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

22.4 Unless otherwise agreed in writing, Provider shall carry on the Services and maintain the Schedule Requirements pending arbitration, and, if so, Company shall continue to make undisputed payments in accordance with this Agreement.

22.5 This Article shall not be deemed a limitation of any rights or remedies which Company and/or Provider may have under any federal or state mechanics' lien laws or under any applicable labor and material payments bonds unless such rights or remedies are expressly waived by it.

23.0 NO THIRD PARTY RIGHTS.

23.1 This Agreement shall not create any rights or benefits to parties other than Company and Provider.

24.0 BOOKS AND RECORDS.

24.1 Provider shall maintain adequate books, records and documents to justify all charges, expenses and costs incurred in performing Services for Company. Upon reasonable notice and for a period not to exceed three (3) years after the date Services are completed pursuant hereto, Company shall have access to such books, records and documents for the purpose of inspection and/or audit.

25.0 INTEGRATED WRITING.

Company _____
Provider _____



25.1 This Agreement shall constitute the entire understanding between Company and Provider, and supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement.

26.0 NOTICE.

Notices. Whenever, under the terms of this Agreement it becomes necessary, appropriate, or desirable for a Party to give notice to the other Party, said notice shall be in writing and shall be personally delivered or given or mailed by commercial courier service or by registered or certified United States mail return receipt requested, with first-class postage prepaid, addressed to the Designated Representative of the Party as follows:

To Company: Granite Entity
Address
City, State, Zip
 Attn: _____

To Provider: Enter Legal Name of Provider
Address
City, State, Zip
 Attn: _____

26.1 Either Party may, at any time, designate a new or different address to which notices are to be sent, which notice of a new or different address shall be given as herein above immediately provided.

26.2 Any notice shall be deemed delivered as of the time that the same is personally delivered or as of a date two (2) business days later than the time that the same is properly deposited in the United States mail, if such notice deposited in the United States mail is given as herein above provided, or as of a date one business day later than the time that the same is properly given to a commercial courier service, for delivery to the other Party.

27.0 SEVERABILITY; REFORMATION.

27.1 If any tribunal of competent jurisdiction determines that any of the Articles in this Agreement, or any part thereof, is or are invalid or unenforceable, the remainder of the restrictive covenants shall not thereby be affected and shall be given full effect without regard to invalid portions. If any of the Articles of this Agreement should ever be deemed to exceed the temporal, geographic, occupational or other limitations permitted by applicable laws, those Articles shall be and are hereby reformed to the maximum temporal, geographic, occupational or other limitations permitted by law.

28.0 NON-WAIVER.

28.1 The failure by Company to enforce any Article of this Agreement shall not be deemed a waiver of such Article or of Company’s right to enforce each and every Article of this Agreement.

29.0 BINDING EFFECT.

29.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

30.0 COMPLIANCE WITH LAW.

30.1 Provider shall comply with all applicable federal, state and local statutes, laws, regulations and ordinances, including environmental laws, in effect at the time the Services are performed.

30.2 If Provider claims status as a disadvantaged business enterprise, including, without limitation, a minority business enterprise, veteran or service disabled veteran business enterprise, women’s business enterprise, disabled persons business enterprise, HUB Zone small business, or any other specialized status or protected class recognized by applicable Law (herein "Specialized Status"), then Provider shall, at the request of Contractor (or Client) make all records available (including those of any lower-tier subcontractor or supplier) in support of Provider's claim (or that of a lower-tier subcontractor or supplier) of Specialized Status within two (2) business days of such request to Contractor (or Client). Provider shall provide to Contractor certification or other proof of Specialized Status (including confirmation of the Specialized Status claimed) (i) as of execution of this Agreement; (ii) as of Provider’s application for final payment; (iii) within two (2) business days of a separate request made by Contractor therefore; and (iv) at such other times as Contractor may require. The certification or such other proof of status shall be in such form and content as required by Client and/or Contractor and shall include a statement certifying that Provider is performing a commercially useful function as defined by applicable Law including 49 C.F.R. 26.55(c)(1). If Provider claims Specialized Status but such status is denied or revoked by any agency or entity having authority to do so, then Provider shall immediately provide written notice to Contractor of such loss of status together with the written determination of such agency or entity as communicated to Provider.

31.0 MODIFICATION.

31.1 No waiver, amendment or modification of any term, provision, condition or covenant of this Agreement shall be effective unless set forth in writing, signed by the Parties hereto, and which specifically identifies such waiver, amendment or modification. Such waiver, amendment or modification shall be effective only to the extent identified in such writing.

Company _____
Provider _____



32.0 CONFIDENTIALITY

32.1 Provider shall not disclose any Confidential Information to any third party. Notwithstanding the preceding sentence, Provider may disclose the Confidential Information or portions thereof to Provider’s officers, employees, consultants and subcontractors who need to know such information for the purpose of performing the Services (each is a “Representative”), provided that Provider is not authorized to disclose such Confidential Information to a Representative without (i) informing such Representative of the confidential nature of the Confidential Information and (ii) securing a written agreement of such Representative to a similar confidentiality obligation. Any such agreement of a Representative may be in general form, so long as it acts to prevent such Representative from disclosing Confidential Information to others in violation of this Agreement. Provider shall be responsible for any breach of its Representatives of the confidentiality obligations hereunder. In the event that Provider or one of its Representatives becomes legally compelled (by law, rule, regulation, order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Provider shall provide Company prompt prior written notice of such requirement so that Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Article, and Provider shall (i) furnish only that portion of the Confidential Information which, in accordance with the advice of its own counsel (which may include internal counsel), is legally required to be furnished, and (ii) exercise reasonable efforts to obtain assurances that confidential treatment will be accorded the Confidential Information so furnished. For purposes of this Agreement, the term "Confidential Information" means any oral or written information concerning the Project, Company or Client which is made available to Provider or one of its Representatives by Company after the date of this Agreement, regardless of the manner in which such information is furnished. The term "Confidential Information" does not include any information which (i) at the time of disclosure to Provider, or thereafter, is generally available to and known by the public (other than as a result of a disclosure made directly or indirectly by Provider or its Representatives), (ii) was available to Provider on a non-confidential basis from a source other than Client or Company (provided that such source is not or was not bound by a confidentiality agreement with Client or Company), or (iii) has been independently acquired or developed by a Provider without violating any of its obligations hereunder. Provider’s obligations pursuant to this Section shall survive completion of the Services or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

GRANITE ENTITY

ENTER LEGAL NAME OF PROVIDER

Company

Provider

By: _____

By: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____
Please Print

Title: _____
Please Print

Contractor’s License Number: _____

Contractor’s License Number: _____

Corporation Partnership Proprietorship

Corporation Partnership Proprietorship

Company _____
Provider _____



ATTACHMENT A.1
INSURANCE REQUIREMENTS

INSURANCE LIABILITY LIMITS – APPLICABLE TO ALL PROVIDERS OF ANY TIER:

- 1.0 Workers' Compensation and Stop Gap/Employers' Liability
 - Workers' Compensation Limits – Statutory as required by applicable State Law
 - Stop Gap/Employers' Liability Limits
 - \$1,000,000 Each Accident
 - \$1,000,000 Disease - Policy Limit
 - \$1,000,000 Disease - Each Employee
 - If exposure exists, Provider must show evidence of USL&H coverage and Maritime coverage with a minimum limit of \$2,000,000 for Jones Act Coverage.

- 2.0 Commercial General Liability (Occurrence Form Only) Limits
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal Injury Liability
 - \$2,000,000 Aggregate for Products-Completed Operations
 - \$4,000,000 General Aggregate
 - Including products, completed operations, contractual liability, broad form property damage, independent contractors, and coverage for explosion, collapse, and underground damages. The General Aggregate shall apply on a per-project basis.

- 3.0 Automobile Liability Limits
 - \$2,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage Including Owned, Non-owned, and Hired Vehicles.
 - The insurer shall agree to waive all rights of subrogation against Company, its officers and employees arising from work performed by Provider for Company on Workers Compensation, Commercial General Liability and Auto Liability limits.

- 4.0 Professional Liability Limits – APPLICABLE TO ALL SUBCONTRACTORS OF ANY TIER PERFORMING ANY PROFESSIONAL SERVICES INCLUDING ENGINEERS, SURVEYORS, OR CONSULTANTS.
 - Limits for Professional Services of a non-critical nature (including access platforms, mix-designs, haul roads, surveyors, water and air systems, etc.):
 - \$1,000,000 Each Claim
 - \$1,000,000 Aggregate

 - Limits for Professional Services of a critical nature (including design or engineering of permanent structures or temporary structures used in support of construction (including excavation) such as falsework or shoring and crane lifting):
 - \$5,000,000 Each Claim
 - \$5,000,000 Aggregate

- 5.0 Contractor's Pollution Liability Limits – APPLICABLE TO ALL SUBCONTRACTORS OF ANY TIER PERFORMING ANY REMOVAL, REMEDIATION, ABATEMENT, TRANSPORTATION OR DISPOSAL OF ANY HAZARDOUS MATERIALS.
 - \$1,000,000 Each Occurrence
 - \$1,000,000 Aggregate
 - Claims Made polices shall include a three-year extended reporting period beyond completion of the Work.

- 6.0 EQUIPMENT INSURANCE is the responsibility of and must be maintained by all Subcontractors of any tier for Subcontractor owned, leased, rented and borrowed equipment.

- 7.0 The additional insured endorsement required shall be written utilizing standard ISO form CG 20 10 04 13 in combination with ISO form CG 20 37 04 13, or the equivalent, as determined by Company, and the endorsement required for primary and non-contributory coverage shall be written utilizing standard ISO form CG 20 01 04 13. There shall be no modification or change from the standard ISO form language.

Company _____
Provider _____



ATTACHMENT A.2
SPECIAL PROVISIONS

- 1) Enter list of Special Provisions from the Prime Contract (if applicable).
- 2)

Company _____
Provider _____