



Project Number: **Enter Project Number**

Order Number: **Enter E1 Order Number**

SUBCONTRACT AGREEMENT

Company: **Granite Entity**
Address
City, State, Zip
Phone Number

Provider: **Enter Legal Name of Provider**
Address
City, State, Zip
Phone Number

Project: **Enter Project Description and Contract Number**

Client: **Enter Name of Project Owner**

This Subcontract Agreement ("Agreement") is entered into this **XX/XX/XXXX** ("Effective Date") by **Granite Entity** ("Company") and **Enter Legal Name of Provider** ("Provider"), referred to herein individually as a "Party" and collectively as "Parties". For and in exchange of the consideration, covenants, and agreements set forth below, the receipt and adequacy of which is hereby acknowledged, Company and Provider agree as follows:

1.0 CONTRACT. Company has entered into a Contract with the Client ("Contract") for the above-referenced project ("Project"). The Contract is incorporated by reference herein and specifically made part of this Agreement. Provider is bound to Company by all terms and conditions of the Contract and assumes towards Company and Client all the obligations and responsibilities that Company, by that instrument, assumes toward Client. Company makes no representation or warranty, express or implied, regarding the adequacy or accuracy of the Contract. Provider acknowledges that, prior to performing the Work (as defined in Article 2), it had the opportunity to thoroughly review the Contract and all documents attached thereto, including all addenda, special provisions, drawings and specifications forming or made part of the Contract. Company will make its copy of the Contract available for review upon the Provider's written request.

2.0 SCOPE OF WORK. Provider shall perform and pay for the work set forth in **Attachment A.1** (Scope of Work) and **Attachment A.2** (Special Provisions, if any) and **Attachment A.3** (Supporting Documents, if any) hereto and all reasonably inferable or incidental work necessary to complete that work ("Work"). Provider shall procure and furnish all materials, labor, supervision, safety devices, equipment, facilities, supplies, licenses, permits, and supervision necessary to perform the Work in accordance with this Agreement and the Contract. Provider shall perform all duties and obligations of Company under the Contract to the extent that such duties and obligations are related to Provider's Work. Provider shall not do, or fail to do, any act, if such act or failure to act would constitute a breach of the Contract. If the Contract provides that Client is required to approve this Agreement and/or Provider, this Agreement is made conditional upon Client's approval. Provider agrees that any portion of the Work performed prior to the execution of the Agreement shall be governed by and be subject to the terms and conditions of this Agreement.

3.0 INVESTIGATION. Provider shall fully acquaint itself with the conditions of the Work site and all conditions affecting the Work. Provider shall also fully acquaint itself with all laws, ordinances, regulations, and governmental requirements applicable to the Work prior to performing the Work. Further, Provider shall verify the availability of all materials, supplies, labor, equipment, and utilities needed to perform the Work. Provider assumes all risk and expense of any variances between actual conditions and any conditions represented in the Contract or this Agreement, including but not limited to subsurface conditions and prior work performed by other parties. Provider shall immediately notify Company in writing of any hazardous material encountered on the Work site, the release by Provider of any contaminant or hazardous substance, any accident, and any other event the reporting of which is required under the Contract, any law, or regulation. Provider shall not perform any Work which it believes is unsafe and shall immediately notify Company if it identifies any unsafe condition.

4.0 EXECUTION & PROGRESS OF THE WORK. Time is of the essence of the Agreement. Provider shall commence the Work when directed by Company and shall prosecute the Work at whatever rate of progress and in whatever sequence as Company may direct. Provider shall timely coordinate its Work with Company and other subcontractors so as not to delay, hinder, or impair the progress of the Work or other work under the Contract. Provider shall utilize and maintain whatever lights, barriers, supports, warning, and other safety devices necessary to prevent personal injury or property damage. Provider has a continuing duty to keep the Work area safe, neat and orderly. Provider's representative at the site shall, at all times, have the authority to act in all respects on behalf of Provider. Company has the authority to determine the acceptability of the Work and to reject non-conforming Work. Provider shall not allow any dispute or any claim to delay, hinder, or interfere with the Work. Company may at any time request Provider to provide adequate assurances that it possesses the capability to complete performance of this Agreement. Provider's failure to supply such assurances shall be grounds for termination of this Agreement.

5.0 PAYMENT. Provider shall submit invoices at the intervals directed by Company, together with affidavits, releases, waivers, bonds, and other documents required by the Contract, this Agreement, or otherwise requested by Company, and related to the Work covered by such invoice. Unless otherwise required by law, Company shall pay Provider within seven (7) business days following receipt of corresponding payment from Client. Such payment shall be limited to the amount of payment that Company receives from Client for the Work, and Company may, to the extent permitted by law, withhold from each payment, other than final payment, retainage of ten percent (10%) or the amount pertaining to the Work withheld by Client from Company, whichever is less. Company has no obligation to make any payment to Provider unless Provider, in Company's opinion, is in full

Company _____
Provider _____

compliance with all requirements of this Agreement. Unless otherwise required by law, Provider shall bear the risk of nonpayment by the Client, as the Client is the source of funding for the Work and payment to Provider shall be wholly contingent upon Company’s receipt of payment from Client. If Client has not timely paid Company all or any portion of amounts due Company for Work performed by Provider, and Company has initiated efforts to obtain payment from Client (including, but not limited to, litigation, arbitration or other form of alternate dispute resolution), then Company’s obligation to pay Provider shall be deferred until the first to occur of (i) seven (7) business days following receipt of payment by Company from Client; or (ii) twenty (20) business days following the conclusion or failure of such effort. It is expressly agreed that such deferral is a reasonable period of time; provided, however, if, during such deferral period, the statute of limitations for filing an action to foreclose a lien is set to expire, then no more than twenty (20) business days prior to the expiration of such statute of limitations, Provider may take the action required in order to preserve its lien rights; and provided further, in no event shall Provider file any action to foreclose its lien rights prior to completion of the work of improvement as defined in California Civil Code §8180. Provider shall promptly pay for all labor, equipment, and materials furnished in the prosecution of the Work. Company is entitled and authorized to (i) withhold from any amount otherwise owed Provider the amount of any claim for payment of labor, equipment, or materials allegedly furnished in the prosecution of the Work, (ii) make payment to Provider and any such claimant by joint check, (iii) pay any such claimant directly from funds owed Provider, and (iv) withhold from any amount otherwise owed Provider an amount sufficient to compensate for any breach of this Agreement or as otherwise allowed by law, including any liquidated damages, from any amount owed to Provider. No payment shall operate as an acceptance of the Work.

6.0 INSURANCE. Provider shall, and shall cause each of its subcontractors to, maintain: (i) worker's compensation and employer's liability insurance; (ii) comprehensive automobile liability insurance; (iii) general liability insurance (including product liability and completed operations coverage); (iv) property damage insurance; (v) Excess-Umbrella coverage; and (vi) any other insurance required by the Contract on a primary and non-contributory basis. If required by the Contract or as enumerated in the Agreement, Provider shall be required to provide pollution, builder's risk, and/or professional liability insurance. All insurance shall be written by insurers with an A.M. Best rating of at least A VII. The minimum required limits shall be no less than: Workers Compensation Coverage as required by law; Employers Liability-\$1,000,000; Auto Liability-\$2,000,000; General Liability-\$2,000,000 per occurrence/\$4,000,000 aggregate per project. Excess/Umbrella coverage may be used to satisfy the required limits. All insurance shall provide coverage on an "occurrence" basis. Provider must provide written notification and receive Company approval for deductibles or self-insured retentions in excess of \$250,000. Provider shall name, on a primary basis, Client, Company, its parent, affiliates, and their respective officers, employees, agents, insurers, consultants, sureties, and any other persons or entities required under the Contract as additional insured(s), by endorsement to all policies of Provider, except for worker's compensation and professional liability (if professional liability is required). The policies shall provide for Company's defense and indemnify Company from all claims, expenses and liabilities in any way connected with any act or omission of Provider, its invitees, or any person performing Work directly or indirectly on behalf of Provider, regardless of whether Company is partially at fault. Client shall also be named as an additional insured to the extent that Company is required to provide insurance coverage for the Client under the Contract. To the extent permitted by law, all insurance shall expressly provide that all rights of subrogation against the Company and any additional insured are waived and that no amendment or cancellation of any policy shall be effective until 30 days after prior written notice to Company. Before starting the Work and at any time Company requests, Provider shall furnish certificates of insurance evidencing the required insurance. Neither performance of Work by Provider nor payment by Company shall diminish Provider's duty to maintain the required insurance. The additional insured endorsement required herein shall be written on ISO form CG 20 10 11 85 or ISO form CG 20 10 10 01 in combination with ISO form CG 20 37 10 01 or the equivalent. The insurance requirements set forth herein shall not limit Provider's liability or responsibility under this Agreement nor shall they be construed to be the types or amounts of insurance Provider should maintain to adequately insure itself.

7.0 INDEMNITY. 7.1 To the fullest extent permitted by law, including §2782 and 2782.05 of the California Civil Code, and subject to §7.1 and §7.2 as applicable, Provider shall defend, indemnify and hold Client, Company, its parent, affiliates, and their respective officers, employees, agents, insurers, consultants, sureties and any other persons or entities required under the Contract (collectively "Indemnified Parties"), harmless from any and all losses, damages, expenses (including reasonable attorneys', consultants' and experts' fees), claims, suits, liabilities, fines, penalties, remedial and clean-up costs arising out of or related to: (i) the performance of the Work; (ii) any breach of this Agreement; or (iii) any act or omission by Provider, its invitees, or any person performing Work directly or indirectly on behalf of Provider, regardless of whether Company is partially at fault. Provider's indemnity and defense obligations shall apply to any claim against Company by any employee of Provider; and Provider shall not assert as a defense in any suit by Company to enforce Provider's obligations under this Article any immunity or other defense provided under any worker's compensation or other laws. Provider's obligations under this Article shall not be construed to negate, abridge, or otherwise limit any other right or obligation of indemnity or contribution which exists under this Agreement or the Contract. Provider hereby agrees that its Agreement price includes separate consideration for Provider's defense and indemnity obligations. Provider, however, shall be relieved of and shall have no further obligation to indemnify an Indemnified Party under any construction contract (as "construction contract" is defined in §2783 of the California Civil Code (hereafter "Construction Contract")) upon final resolution of a claim (i.e. a claim from which there is no longer any right of appeal) to the extent such claim is determined to be due to (i) the active negligence, sole negligence or willful misconduct of an indemnified party or such Indemnified Party's agents or employees, (ii) defects in design furnished by an Indemnified Party or (iii) to the extent the claim does not arise out of, pertain to or relate to the Work.

7.2 Notwithstanding anything contained in §7.0 of this Agreement to the contrary, to the extent all, or any portion, of the Work is performed under a Construction Contract that is governed by, subject to, or falls under the purview of Title 7 of Part 2 of Division 2 of the California Civil Code (commencing with §895), Provider shall, to the fullest extent permitted by law, indemnify and hold harmless the Indemnified Parties, from and against, any and all claims arising out of or resulting from construction defects (as the term "construction defects" is defined in California Civil Code §2782(i)) in the Work (herein "Defect Claims") except to the extent Client (or any other Indemnified Party) constitutes a builder (as the term "builder" is defined by California Civil Code §911 – herein "Client Builder") and such Defect Claims arise out of, pertain to, or relate to the negligence of Client Builder or Company or the Client Builder's or Company's other agents, other servants, or other independent contractors who are directly responsible to the Client Builder or Company, or for defects in designs furnished by such persons, or to the extent the Defect Claims do not arise out of, pertain to, or relate to the Work.

Company _____
Provider _____



7.3 With respect to any claim or Defect Claim, or portion thereof, pertaining to a Construction Contract, Provider, after considering its options available at law, elects, and the Parties mutually agree, that the claim or Defect Claim, as applicable, shall be defended in accordance with California Civil Code §2782(e)(2) and/or §2782.05(e)(2) following tender of the claim or Defect Claim in the manner required by law. Provider further agrees that upon final resolution of any such claim (i.e. a resolution from which there is no longer any right of appeal) or Defect Claim, any amounts paid by Provider for which Provider claims reimbursement shall be governed by California Civil Code §2782(e)(2) and/or §2782.05(e)(2) and Article 23.0 of this Agreement.

7.4 Company shall be entitled to recover actual attorneys’ fees and court costs and all other costs, expenses, and liabilities incurred by Company in an action brought to enforce all or any part of this Article 7.0.

8.0 CHANGES & EXTRA WORK. Changes and extras in the Work may be made only upon written order by Company’s authorized representative to Provider. Provider shall not be entitled to any compensation or time relief or extension for any changed or extra Work performed prior to receipt of such written order. Any adjustment(s) in the price(s) or time(s) set forth in the Agreement shall be agreed upon in writing by the Parties. Should the Parties be unable to agree on the value of the Work or time to be added or deducted from the Agreement, Provider shall complete or deduct the Work specified in writing as directed by Company and the matter shall be resolved through binding arbitration as provided herein. Any and all changes ordered by Company but which originate with, are the responsibility of, or are requested by Client will be compensated for by Company but only to the extent commensurate adjustment(s) in compensation or time is allowed Company by Client for labor, materials, equipment and mark-up for Provider performing the change and any impact that change has on the Work.

9.0 TRUST FUNDS. All funds paid by Company to Provider for the Work shall be held by Provider in trust: (i) for the payment of any person or entity that supplied labor, equipment, or materials to the Provider with regard to the Work; and (ii) for the payment of all liabilities of Provider to Company. Neither Provider, nor any person claiming under or through Provider, shall have any legal or equitable interest or ownership rights of any nature in funds held in trust unless and until the purposes and intent of such trust are fully discharged. The holding of funds in trust shall be for the sole benefit of Company and no third party shall have any rights in such funds as a beneficiary or otherwise.

10.0 DELAY. To the fullest extent permitted by law, Provider’s exclusive remedy for any delay, interference, disruption, or similar event shall be an extension of time for performance of the Work. No extension of time shall be allowed unless Provider submits a written request to Company within forty-eight (48) hours of the commencement of the event claimed as the basis for such request and then only if and to the extent approved by Company in writing. Provider shall not be entitled to any monetary damages or additional compensation from Company for any delay, interference, disruption, or similar event that Provider may encounter in performing the Work unless paid by the Client.

11.0 SUSPENSION OR TERMINATION. This Agreement shall terminate, or the Work shall be suspended if (i) the Client terminates or suspends the Work, in whole or in part, or (ii) the Company gives written notice to Provider that this Agreement or the Work is terminated or suspended, in whole or in part. Upon receiving said notice from Company, Provider shall immediately render the Work safe, and terminate or suspend work, as directed by Company. Company shall have the right to terminate this Agreement and any Work for convenience at any time without prejudicing any other right or remedy contained in the same. In such event, Provider shall only be paid for furnished, completed, and conforming Work and materials delivered to Project, in accordance with the prices set forth in this Agreement and shall not be entitled to unabsorbed overhead, anticipated profits, or other damages.

12.0 DISADVANTAGED BUSINESS ENTERPRISE. If Provider is to perform as a Disadvantaged, Veteran or Service Disabled Veteran, Small, Minority or Female-Owned Business Enterprise ("DBE"), Provider (i) shall ensure that all Work required by this Agreement is performed and supervised by Provider’s own forces, except for Work sub-subcontracted to others with Company’s prior written consent, and (ii) shall comply with all applicable federal, state, and local laws, regulations and ordinances governing the Provider’s performance and continuing certification as a DBE so that its performance shall count toward Company’s DBE requirements in the Contract. If requested by Company, Provider shall provide to Company certification or other proof of Provider’s DBE status within two (2) business days of the request.

13.0 SAFETY & COMPLIANCE. Provider acknowledges that it is being retained because it has represented that it is knowledgeable and has expertise with regard to its ability to perform the Work. Provider must take all actions and precautions necessary to ensure the safety of its employees, other contractors, the public, and all other persons affected by the Work. Provider, at its own expense, shall strictly comply with all laws, rules, and regulations governing the Work, including those governing: antitrust, wages, employment, health, safety, hazard communication, zoning, permitting, and the environment. Further, Provider shall, and shall cause its suppliers and subcontractors to, abide by the Granite Construction Incorporated Supplier Code of Conduct, which can be viewed at <https://www.graniteconstruction.com/supplier-Code-of-Conduct>. Provider shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. If required by law, Provider shall include such legal and regulatory requirements in any subcontract or purchase order, including without limitation Required Contract Provisions Under Federal-Aid Construction Contracts. Provider represents and warrants that no employee, officer, director or agent of Provider has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Work. Provider shall be solely responsible for providing a safe place to work for Provider’s employees and for employees of its subcontractors and suppliers (hereafter “Employees”). Provider shall take all necessary steps to protect Employees and others exposed to the operations of Provider from risk of harm or injury including any conditions that present a risk of occupational injury or illness to Employees. Provider shall not be relieved of such responsibility by any acts or omissions of Company. Provider shall continuously inspect its Work, methods and materials (including the adequacy of and required use of all safety equipment) to discover and determine any conditions which pose a risk of bodily harm or injury to Employees or other persons on site or a risk of damage to property (including, the property of Client, Company and/or third parties) or a violation of any applicable Laws. With regard to industrial safety,

Company _____
Provider _____



Provider's obligations are independent obligations and Provider is vested with the authority and shall take all precautions which are necessary and adequate to protect against and/or correct any such conditions immediately upon first becoming aware of the existence of such conditions whether by Provider's discovery of such conditions or being made aware of the existence of such conditions by others. Provider's obligations under this Article are in addition to and not in lieu of all other provisions of this Agreement including its obligations to comply with applicable laws, rules, and regulations. Provider shall adopt a written accident prevention program (hereafter "APP") that establishes minimum safety standards for Provider's managers, supervisory personnel and employees. Where an APP is prescribed by law, the APP shall, at a minimum, comply with such law. The APP shall, in any event, (i) assign responsibilities for its managers, supervisory personnel and employees, (ii) establish standard procedures for hazard evaluation and employee and supervisor training for hazard recognition, (iii) provide for consistent, disciplined APP program enforcement, (iv) establish accident investigation procedures, (v) include record keeping to document Provider's compliance with the requirements of the APP, and (vi) identify and list the minimum accident prevention requirements for typical operations. The foregoing shall be required as part of the APP regardless of whether required by applicable laws, rules, or regulations, and Provider shall comply with Company's Safety and Health Management System (SHMS) to the extent it imposes more stringent and/or additional safety requirements on Provider. Nothing contained herein shall relieve Provider of responsibility for safety and/or a safe place to work to the extent the same is required by the Contract. If required by Company, Provider shall promptly provide Company with a copy of its APP.

14.0 DEFAULT. If Provider (i) breaches any term of this Agreement; (ii) fails to provide sufficient skilled labor, equipment, or materials of proper quality; (iii) fails to timely repair defective Work; (iv) fails to prosecute the Work promptly and diligently; (v) becomes insolvent or experiences financial difficulty so that proper performance of the Work is jeopardized; (vi) fails to furnish Work according to this Agreement; or (vii) becomes disabled from complying with any term of this Agreement by a petition in Bankruptcy or by appointment of a receiver (each of which is an "event of default"), then Company may, at its sole option: (a) declare Provider in default and immediately terminate this Agreement upon written notice to Provider; (b) provide any or all of the labor, equipment, and materials necessary to complete the Work, and deduct the cost thereof from any money due Provider; and/or (c) take possession of any machinery, plant, tools, materials, or equipment of Provider in order to finish the Work. Provider shall be liable for any damages or losses incurred by Company resulting from an event of default. If Provider owes Company or any of its affiliate's money or has any liability to Company for any reason, whether or not arising under this Agreement, Company, to the maximum extent allowed by law, may offset such obligation or debt against any monies which Company, or any of its affiliates, owes Provider under this or any other agreement. If Company wrongfully exercises the termination option under this Article, the termination for default shall be considered a termination for convenience and Provider shall be entitled to the compensation provided in the event of a termination for convenience. Provider's remedy under this Article shall be exclusive and Provider explicitly waives the right to any other remedy. This Article shall not restrict any other right or remedy of Company. Any monies owed by Provider to Company shall bear interest at the annual rate of 18%, or the highest rate allowed by law, if lower.

15.0 MECHANICS & MATERIALMEN'S LIENS. The Work shall be completed by the Provider free and clear of all mechanic's, materialmen's and similar liens. The Provider shall obtain a waiver of lien from any and all subcontractor(s), materialmen, and others providing work or services pursuant to this Agreement and must deliver such waiver to Company along with each invoice and shall immediately advise Company in writing in the event any such person or entity refuses to furnish a waiver of lien.

16.0 PAYMENT & PERFORMANCE BONDS. If required by Company, Provider shall provide, at its expense, a separate payment and performance bond, each in the penal amount of this Agreement, on forms and with sureties satisfactory to Company. The obligations of Provider included in this Agreement (inclusive change orders) are expressly incorporated into any payment and/or performance bond supplied by Provider, and said obligations supersede any inconsistent provisions included within any such payment and/or performance bond.

17.0 OTHER CONTRACTS. Provider shall not assign or sublet any portion of this Agreement or its proceeds without the advance written consent of Company. Provider shall incorporate this Agreement into any subcontract or other agreement covering any portion of the Work. Provider shall, before commencing the Work and at any time requested by Company, furnish Company with a written list of all subcontractors, suppliers, and other entities that may furnish labor or materials in the prosecution of the Work.

18.0 WARRANTY. Provider shall provide all warranties with regard to the Work as required in the Contract. In no event shall such warranties extend for less than one (1) year from the final acceptance date of the Project. Provider warrants to Company that all Work will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable design requirements, including specifications, drawings, details, samples, and other requirements specified by Company and Client, or in the event no such specifications are provided, all Work furnished must be of the highest quality regularly performed by Provider and comply with all applicable American Standards (including but not limited to ASA, ASME, ASTM and NEMA) in effect at the time of this Agreement; (iii) be fit for their intended purpose and operate as intended; (d) be merchantable; (iv) be free and clear of all liens, security interests, or other encumbrances; and (v) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties are cumulative and in addition to any other warranty provided by law or equity.

19.0 LABOR CONDITIONS. Provider shall not use any class of workers, materials, or methods which may cause or contribute to any labor disturbance on the Project. To the maximum extent allowed by law, Provider shall be bound by any labor agreement(s) to which Company is signatory and which is/are applicable to the Work, including without limitation, the following provisions: arbitration or other dispute resolution; assignment of work or the settlement of jurisdictional disputes; contributions to union trust funds; and posting of surety bonds. Provider shall be required to maintain and not hinder or delay the progress of the Work or other work under the Contract regardless of any labor activity, including strikes, picketing, or other labor disturbances. Provider shall conform to prevailing wage and certified payroll requirements applicable to the Project, if any. Immediately upon the request of Company, Provider shall remove from the Project any employee whom Company determines to be incompetent, undesirable, or presents a threat of risk or harm to others. Company will make its copies of the labor agreements to which it is signatory available for review upon Provider's written request.

20.0 RESPONSIBILITY FOR WORK. Provider shall be responsible for and shall bear any loss of or damage to the Work and all materials, supplies, and equipment under the care, custody, and/or control or for which it is otherwise responsible until final approval and acceptance thereof by Client,

Company _____
Provider _____



except where such loss or damage results from the negligence of Company. Provider shall be responsible to Company for any damage to the Work, other Project work, or property of Client, Company, or others caused by any act or omission of Provider or anyone acting for or on its behalf.

21.0 CLAIMS & DISPUTES. Provider may submit a claim for additional compensation or time but only as permitted by this Agreement and the Contract. Provider shall submit the claim in full compliance with the Contract, shall be responsible for prepayment of all expenses associated with such claim, and shall have sole responsibility for submitting such claim within the shorter of (i) the time limitation(s) and other requirements as set forth in the Contract or (ii) within ten (10) days of the initial occurrence of any event giving rise to such claim. If permitted by law and the Contract, Provider may, at its sole expense, pursue its claim against the Client in the name of Company; but prior thereto, Provider shall enter into a separate written agreement satisfactory to Company to defend and indemnify Company from any associated costs, expenses, or other losses related to the claim. Provider shall have no claim against Company for which Client is not liable or otherwise has not made payment to Company; and in no event shall Company have any liability to Provider in excess of any actual recovery from Client for claims relating to the Work. If any claim or dispute arises relating to this Agreement, Provider shall immediately make all of its books and records available to Company for review and audit. In the event that Company is required to arbitrate any controversy involving, in whole or in part, the Work, then Provider shall, and shall cause its surety, subcontractors, and suppliers to, participate and cooperate fully in the prosecution and defense of such controversy in such arbitration, and be bound by the result.

22.0 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

23.0 MANDATORY BINDING ARBITRATION. ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED; PROVIDED, HOWEVER, A PANEL OF THREE ARBITRATORS SHALL RESOLVE ALL DISPUTES WHERE THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION (“LARGE DISPUTES”). THE AMERICAN ARBITRATION ASSOCIATION (AAA) SHALL CONDUCT THE ARBITRATION PURSUANT TO AAA’S CONSTRUCTION INDUSTRY ARBITRATION RULES. THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA’S OPTIONAL APPELLATE ARBITRATION RULES (“APPELLATE RULES”); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR(S) SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED. EACH PARTY AFFIRMATIVELY AGREES TO THE ARBITRATION PROVISION SET FORTH HEREIN AND INTENDS THAT THIS PARAGRAPH SATISFY THE ARBITRATION REQUIREMENTS OF ANY APPLICABLE LAW.

24.0 INDEPENDENT CONTRACTOR. Provider agrees that it is and will remain throughout the life of this Agreement, an independent contractor solely responsible for performing the details of the Work and an employing unit subject to compliance with all applicable tax, unemployment compensation, worker's compensation, and other laws.

25.0 WRITTEN NOTICE. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the Parties at the addresses set forth on the face of this Agreement or to such other address that may be designated by the receiving Party in writing.

26.0 JURISDICTION. It is understood and agreed that each and every provision of the Agreement, including any alleged breach thereof, shall be interpreted in accordance with the laws of the state where the Project is located.

27.0 CONFIDENTIALITY. Provider shall not disclose any Confidential Information to any third party. However, Provider may disclose Confidential Information to its sub-subcontractors as necessary to perform the Work (each a “Representative”), provided that Provider (i) informs such Representative of the confidential nature of the information provided and (ii) secures a written agreement from such Representative requiring a similar confidentiality obligation. 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 to disclose any Confidential Information, Provider shall immediately provide Company with a copy of such notice so that Company or Client may seek a protective order. Provider shall furnish only that portion of the Confidential Information that it is legally required to furnish. The term "Confidential Information" means any oral or written information concerning the Project, Company or Client which is made available to Provider by Company regardless of the manner in which such information is furnished.

28.0 MISCELLANEOUS. (i) As used in this Agreement, the singular includes the plural; the masculine includes the feminine and neuter; (ii) If more than one person or entity is named herein as Provider, their obligations shall be joint and several; (iii) All references to Provider shall be construed to include its agents, employees, and its lower-tier subcontractors and the vendors to any of the foregoing unless the context indicates otherwise; (iv) All references to lower-tier subcontractor shall include its subcontractors of every tier and their vendors unless the context indicates otherwise; (v) The Parties and their respective assigns (to the extent such assigns are consented to as required in Article 17), legal representatives and other successors in interest will be bound hereby; (vi) The term “including” shall be construed to mean “including, but not limited to”; (vii) all references to days indicate calendar days; (viii) if, following execution of this Agreement, the Parties enter into any subsequent agreement or understanding pertaining to or relating to the Project or Work to be performed on the Project, such agreement or understanding shall be governed by the terms and conditions of this Agreement notwithstanding the existence of any pre-printed terms and conditions or oral agreement and the terms and conditions of this Agreement shall govern in all cases.

29.0 ENFORCEMENT. This Agreement constitutes the complete agreement between the Parties and supersedes any and all prior understandings, conversations, and proposals. Failure or delay by Company to require performance of any provision of this Agreement shall not be deemed a waiver

Company _____
Provider _____



of its right to enforce such provision, or a waiver of any other right. This Agreement may be amended or modified only by a written addendum signed by both Parties. If any provision of this Agreement is found unenforceable by any court or tribunal, Company and Provider agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Agreement shall not be otherwise affected. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Contract, the terms and conditions imposing a greater burden on Provider shall prevail. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic transmission shall be deemed to have the same legal effect as an original.

30.0 SPECIAL PROVISION. If the Work is being performed in California, then the following statement applies: “CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR CONTRACTOR'S STATE LICENSE BOARD, P. O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.”

GRANITE ENTITY

ENTER LEGAL NAME OF PROVIDER

Company _____

Provider _____

Signature: _____

Signature: _____

Name: _____
Please Print

Name: _____
Please Print

Title: _____
Please Print

Title: _____
Please Print

Contractor's License Number: _____

Contractor's License Number: _____

Company _____
Provider _____



ATTACHMENT A.1

SCOPE OF WORK

Payment shall be based upon the actual quantities of Work performed at the specified unit prices unless the words "Lump Sum" or "LS" appear below. All applicable taxes, fees, costs, and expenses related to the Work are included in the price(s). Company shall determine the amount to be paid to Provider based on the quantities determined, approved, and accepted by Client or its Project Engineer.

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
11						\$0.00	\$ 0.00
12						\$0.00	\$ 0.00
13						\$0.00	\$ 0.00
14						\$0.00	\$ 0.00
15						\$0.00	\$ 0.00
Approximate Total:							\$ 0.00

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

Company _____
Provider _____

ATTACHMENT A.2
SPECIAL PROVISIONS

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

Company _____
Provider _____

ATTACHMENT A.3
SUPPORTING DOCUMENTS

- 1) Enter Supporting Documents (if applicable).
- 2)

Company _____
Provider _____