

UNITED STATES BANKRUPTCY COURT

Northern District of Texas (Dallas Division)

PROOF OF CLAIM

Name of Debtor: Erickson Construction, LLC

Case Number: 09-37016

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

☐ Check this box to indicate that this claim amends a previously filed claim.

Name and address where notices should be sent:

20835747004785
QUALITY STEEL
740 NORTH CLEVELAND AVENUE
LOVELAND, CO 80537

YOUR CLAIM IS SCHEDULED AS:

Schedule/Claim ID: s1103

AMOUNT/CLASSIFICATION

\$665.50 UNSECURED

Court Claim Number: _____
(If known)

Filed on: _____

RECEIVED

Name and address where payment should be sent (if different from above):

JAN 04 2010

BMC GROUP

Telephone number:

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed:

\$ 5490.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: Services Performed
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: Windcrest

3a. Debtor may have scheduled account as: Wind Crest Community Bldg
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe:

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ 5490.00 Basis for perfection: ContractAmount of Secured Claim: \$ _____ Amount Unsecured: \$ 5490.00

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

FOR COURT USE ONLY

Date:

12/23/09

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

Cindy Edwards Sec ITreas

Erickson Ret. Comm. LLC



00237

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SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR

THIS SUBCONTRACT BETWEEN CONTRACTOR AND SUBCONTRACTOR (this "Agreement") is made as of 09/18/2008 by and between ERICKSON CONSTRUCTION, LLC (the "Contractor"), having an address of 703 Maiden Choice Road, Baltimore, Maryland 21228, Attn: Andrew Gordon; and Quality Steel Services, Inc. (the "Subcontractor"), having an address of 740 North Cleaveland Avenue, Loveland, CO, 80537.

RECITALS

A. The Contractor has made a contract for construction dated as of 08/07/2008 (the "Prime Contract") with Littleton Campus, LLC (the "Owner"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228. A copy of the Prime Contract containing all provisions applicable to Subcontractor shall be made available to the Subcontractor, upon request, in Contractor's general offices.

B. The Prime Contract is for the provision of labor, materials and services in connection with the construction of Wind Crest Community Building 2.0, 2975 Summer Wind Lane, being part of a project known as Wind Crest, Inc., located in Littleton, Colorado (the "Project").

C. The Architect for the Work (as such term is defined in Section 2.1 below) is James, Harwick & Partners, Inc. (the "Architect"), having an address of 8340 Meadow Road, Dallas, TX, 75231.

D. The Developer of the Project is Erickson Retirement Communities, LLC (the "Developer"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

E. The Operator of the Project is Wind Crest, Inc. (the "Operator"), having an address of 701 Maiden Choice Lane, Baltimore, Maryland 21228.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby agrees to hire the Subcontractor to perform the Work, and the Subcontractor hereby agrees to perform the Work, on the terms and conditions hereinafter set forth in this Subcontract.

1. THE SUBCONTRACT DOCUMENTS.

1.1. The Subcontract Documents consist of (1) this Subcontract; (2) provisions of the Prime Contract applicable to the Work, (including all General Conditions to the Prime Contract, and all Drawings and Specifications, as such terms are defined in the Prime Contract); (3) other documents listed in Section 1.2 below; and (4) modifications to this Subcontract issued after execution of this Subcontract. To the extent any terms of this Subcontract are in conflict with the terms of the Prime Contract, the terms of this Subcontract shall control. The Subcontract Documents form the Subcontract, and are as fully a part of this Subcontract as if attached to this Subcontract or repeated herein. The Subcontract represents the entire and integrated Subcontract between the parties hereto and supersedes all prior negotiations, representations or Subcontracts, either written or oral. All initially capitalized terms used herein, unless otherwise defined in this Subcontract, shall have the meanings given such terms in the Prime Contract.

1.2. To the extent not listed directly above, the Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated as follows: (on Exhibit A attached hereto)

2. THE WORK OF THIS SUBCONTRACT.

2.1. The term "Work" shall mean and refer to all labor, supervision, materials and services scaffolding, tools, equipment, supplies, hoisting, vertical transportation and all other things necessary for the construction and completion of the work described in Exhibit B and work incidental thereto, in strict accordance and full compliance with the terms of the Subcontract Documents (which are hereby incorporated by reference) and this Subcontract and to the satisfaction of Contractor and the Owner.

2.2. The Subcontractor shall execute the Work described below (or if noted below, on Exhibit B attached hereto), including but not limited to, all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract to be the responsibility, of others:

- Exhibit B, Description of work, attached.
- The Work consists of Welding (Sub).

2.3. Subcontractor shall carefully examine the Subcontract Documents and shall promptly notify Contractor in writing of any deficiencies, discrepancies, ambiguities or errors before proceeding with the Work.

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2.4 Subcontractor represents that it is fully qualified to perform this Subcontract, and acknowledges that, prior to the execution of this Subcontract, it has (a) by its own independent investigation ascertained (i) the Work required by this Subcontract, (ii) the conditions involved in performing the Work, and (iii) the obligations of this Subcontract and the Contract Documents; and (b) verified all information furnished by Contractor or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become fully informed will not relieve Subcontractor from its responsibilities hereunder.

3. CONSTRUCTION SCHEDULE.

3.1. DATE OF COMMENCEMENT. The date of commencement shall be the date of this Subcontract, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor:

Date of Commencement: 11/03/2008

3.1.1. From time to time throughout the term of this Subcontract, the Contractor shall provide the Subcontractor with copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2. If requested by Contractor, Subcontractor shall submit detailed schedules for performance of the Subcontract, in a form acceptable to Contractor, which shall comply with all scheduling requirements of the Subcontract Documents. Contractor may from time to time, at its sole discretion, direct Subcontractor to make reasonable modifications and revisions in such schedules.

3.1.3. Subcontractor will proceed with the Work in a prompt and diligent manner, in accordance with Contractor's schedules as reasonably amended from time to time. Subcontractor shall be liable to Contractor for failure to adhere to Contractor's construction schedules including amendments even if such schedules differ from schedules set forth in the Subcontract Documents or the time of completion called for by the Subcontract Documents.

3.1.4. Subcontractor shall be entitled to additional compensation for compliance with schedule amendments or damages for delay only to the extent the Subcontract Documents entitle Contractor to damages or to a contract adjustment increasing the price of the Prime Contract.

3.2. SUBMITTALS. Subcontractor shall make all submittals required by this Subcontract, including shop drawings, test reports, and certificates, within seven (7) days following the Date of Commencement. Subcontractor must revise and resubmit any submittals within seven (7) days after such items are returned to Subcontractor for correction.

3.3. SUBSTANTIAL COMPLETION.

3.3.1. The Project shall be substantially completed not later than 09/01/2009, ("Substantial Completion") subject to adjustments as provided in the Subcontract Documents (see Exhibit B attached hereto for details). Subcontractor must complete its Work on the Project in the necessary time sequence to assure that the Project, including the Work and the work of Contractor and all other subcontractor's on the Project, is substantially completed by the date listed above in this Section 3.3.1.

3.4. TIME IS OF THE ESSENCE. Time is of the essence of this Subcontract, subject to any applicable notice and cure periods provided in the Subcontract.

4. SUBCONTRACT SUM.

4.1. SUBCONTRACT SUM. The Contractor shall pay the Subcontractor in current funds for performance of the Subcontract the Subcontract Sum of one hundred nineteen thousand two hundred fifty Dollars and zero Cents (\$119,250.00) subject to additions and deductions as provided in the Subcontract.

4.2. ALTERNATES.

4.2.1. The Subcontract Sum includes the following alternates, (or if noted below, as set forth on Exhibit C attached hereto), if any, which are described in the Subcontract and have been accepted by the Owner and the Contractor:

 X See Exhibit C attached.

 Alternates are included in Exhibit C attached:

X See Exhibit C attached.

_____ Reserved Alternates are defined in Exhibit C attached:

 X See Exhibit C attached.

Unit Prices are detailed in Exhibit C attached:

 X Estimated Cost of Work is not attached hereto.

5. CONTRACTOR.

5.1. SERVICES PROVIDED BY THE CONTRACTOR.

5.1.2. If Contractor has available and Subcontractor elects to use Contractor's equipment or facilities, an agreed be made before such use. Subcontractor shall make its own determination before commencing to use such equipment equipment or facilities are adequate and safe for the Work to be performed. Such equipment and facilities shall be tractor in "AS-IS" condition without warranty or representation by Contractor as to their condition or adequacy to ve function. Subcontractor agrees that all personnel operating or using such equipment or facilities shall be qualified in the operation and use of such equipment or facilities. Subcontractor agrees to return the equipment and facilities to clusion of the use in as good a condition as received. In the event that any such equipment is damaged while in the ntractor, Contractor shall be entitled to exercise Contractor's remedies under Section 8.3 of this Agreement.

6. SUBCONTRACTOR

6.2. EXECUTION AND PROGRESS OF THE WORK.

6.2.2. The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

6.2.3. The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract upon request of Contractor, including information on the status of materials and equipment which may be in the course of preparation or manufacture.

6.2.4. The Subcontractor shall complete all of its work in a good and workmanlike manner. The Subcontractor agrees that the Owner will have the authority to reject Work which does not conform to the Prime Contract or to the Subcontract. The

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responsible for providing a safe place to work for its agents, employees and sub-subcontractors. Subcontractor shall implement and enforce a health and safety program for its employees and sub-subcontractors on the site, which program shall be at least as effective as the Health and Safety Program of Contractor. Subcontractor's employees and sub-subcontractors on the site shall obey the directives of Contractor's Project Manager, Superintendent and Safety Director. All of Subcontractor's employees, agents and contractors must attend the safety meetings held by Contractor's Safety Director, or, in lieu of such attendance, Subcontractor must provide to Contractor the minutes and attendance of all safety meetings conducted by Subcontractor, within two (2) days following the completion of such safety meetings.

6.4.2. If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's sub-subcontractors, or anyone directly or indirectly employed by them, the Subcontractor shall, at least three (3) days before bringing such substances onto the Site, provide Contractor with a materials data sheet for such substances, and give written notice of the chemical composition of such substances to Contractor. Subcontractor will comply with all laws regarding Subcontractor's use and handling of such hazardous substances by Subcontractor or Subcontractor's sub-subcontractors, agents and employees.

6.4.3. Contractor reserves the right to require Subcontractor to perform from time to time, at Subcontractor's cost, drug testing of all or any of Subcontractor's agents, employees and sub-subcontractors. Such testing must be done with testing companies selected or approved by Contractor. Subcontractor must prohibit from the Work Site any persons that test positively for drug use. Contractor shall be entitled to prohibit from the site any persons that Contractor deems to be disruptive to the smooth construction of the Project.

6.5. **CLEANING UP.** The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Subcontractor shall at all times keep the Subcontractor's work area; keep the premises free from rubbish, debris and waste and surplus materials resulting from its operations; and shall turn over the work area in such condition as to permit the next succeeding work to be commenced without further cleaning. If Subcontractor fails to comply with the provisions of this Section, Contractor shall have the right itself or through others to perform such cleaning and to charge the cost thereof to Subcontractor, plus overhead charges of twenty-five percent (25%), provided the Subcontractor is given a twenty-four (24) hour written notice of such delinquency and fails to remedy same. Subcontractor shall not damage the work of others by its performance of its obligations under the Subcontract and shall indemnify Contractor for damage caused by Subcontractor or its agents to the work of Contractor, and other contractors, including court costs and attorney's fees.

6.6. **WARRANTY.** In addition to any product warranties required by the Subcontract, the Subcontractor warrants to Contractor that all material and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defect and in conformance with the Prime Contract and the Subcontract. All Work not conforming to these requirements may be considered defective. Subcontractor shall, promptly upon request of Contractor, furnish all labor, materials and supervision necessary to correct or replace any defective or nonconforming Work and any damage caused by such defect or fault, at no cost to Contractor or Owner, for a period of one (1) year from the date of Final Payment, except for latent defects, which shall be for a period of six (6) months following the discovery of such latent defect. This warranty shall run to and be enforceable by Owner, Contractor, and their successors and assigns. This warranty shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the Subcontract.

6.7. **INDEMNIFICATION.** To the fullest extent permitted by law, the Subcontractor shall indemnify, defend and hold harmless the Owner, Contractor, Operator, Developer, their respective parent and subsidiaries, and their respective agents, officers, employees, members and directors of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent or intentional acts or omissions of the Subcontractor, the Subcontractor's sub-subcontractors, materialmen or suppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.7.

7. CHANGES IN THE WORK.

7.1. **CONTRACTOR CHANGES.** Contractor may at any time make changes in the Work either:

- (a) By written change order signed by Contractor and Subcontractor prior to commencement specifying the changes to be made and the increase or decrease in the Subcontract Sum and extension of time, if any; or
- (b) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that an equitable adjustment in the Subcontract Sum will be made, based on the time and materials to perform such changes; or

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(c) By written direction to Subcontractor to proceed with changes in the Work, specifying the changes to be made and specifically stating that the Subcontract Sum shall be adjusted based on actual costs of performing such changes based on time and materials, plus a fixed fee, to be set in such change order.

7.2. OBLIGATION TO PROCEED. Subcontractor shall proceed with the changes ordered so as not to delay the Work. In the event Contractor changes the Work pursuant to 7.1(b) above, Subcontractor shall file with Contractor within seven (7) days from the date of such order Subcontractor's written itemized estimate for the cost of performing the changes to be made. If mutual agreement on the cost is reached, Subcontractor and Contractor will execute a written change order executed by the authorized officers or designees of Contractor and Subcontractor. If mutual agreement cannot be reached and the changes are required by Contractor, the Work shall proceed and Subcontractor shall be entitled to a reasonable adjustment in the Subcontract sum and in the time for performance of the work to the extent such adjustments are focused by the Contractor's written change order. If the extra Work or changes are required by Contractor, Subcontractor does not waive its right by proceeding under protest provided it so notifies Contractor in writing within five (5) days from submittal of the itemized estimate referred to above.

7.3. COST AND TIME. Subcontractor shall respond to a proposed change within seven (7) days of request by Contractor. In the event that a Subcontractor change order response is not delivered to the Contractor by the date required, it shall be conclusively presumed that such proposed change does not result in a change in Subcontractor's cost or construction time, and all work and materials called for by the proposed change order shall be provided by Subcontractor at no additional cost or delay to Contractor. For changes in the work for which contractual unit prices, if any, do not apply, the Subcontractor shall submit an itemized breakdown of his estimated cost for such changes with the following percentages for overhead and profit combined: Fifteen percent (15%) on work performed by Subcontractor's own forces or by sub-subcontractors and five percent (5%) on work performed on behalf of Subcontractor by a sub-subcontractor.

8. TERMINATION, REMEDIES FOR DEFAULT AND ASSIGNMENT OF THE SUBCONTRACT.

8.1. TERMINATION BY THE SUBCONTRACTOR. The Subcontractor may terminate the Subcontract if Contractor fails to pay to Subcontractors any sums due to Subcontractor within forty-five (45) days following the date such sums were due and payable to Subcontractor. Such termination shall only be effective if Subcontractor makes written demand for such payment to Contractor following the expiration of such forty-five (45) day period and Contractor fails to pay all sums then due and payable within ten (10) days following receipt of Subcontractor's demand. In the event of such termination by the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed to date of termination and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery (but not for anticipated profits).

8.2. TERMINATION BY THE CONTRACTOR.

8.2.1. If the Subcontractor (i) fails or neglects to carry out the Work in accordance with the Subcontract or otherwise to perform in accordance with this Subcontract; and (ii) fails within thirty-six (36) hours after receipt of notice to correct such default or neglect, the Contractor, in addition to Contractor's remedies under Section 8.3 and 8.4 of this Subcontract, may immediately and without further notice to Subcontractor terminate the Subcontract.

8.2.2. For its convenience, the Contractor shall have the right to terminate this Subcontract for any reason by giving the Subcontractor written notice of termination. Such termination for the Contractor's convenience shall be effective upon Subcontractor's receipt of written notice of such termination. Termination for default, if wrongfully made, shall be treated as a termination for convenience. In the event that the Subcontractor is terminated for the convenience of the Contractor, the Subcontractor shall be paid a pro rata percentage of the Subcontract Sum equal to the percentage of Work in place, less payments theretofore received by the Subcontractor. In no event shall the Subcontractor be entitled to receive payment for anticipated profits for unperformed Work.

8.3. CONTRACTOR'S REMEDIES. Should Subcontractor (a) fail to correct, replace and/or re-execute faulty or defective Work and/or materials furnished under the Subcontract; (b) fail to complete or diligently proceed with the Work in accordance with the agreed upon schedule; (c) fail to correct or repair any damage to the Project caused by the acts or omissions of Subcontractor; or (d) otherwise be in default of any provision of the Subcontract, if such failure or default is not corrected, then Contractor shall have the right to correct, replace or otherwise remedy and such defect, deficiencies or delayed performance by any reasonable and expedient means, including taking over or supplementing Subcontractor's Work and materials and employing such additional labor, equipment and materials as may be necessary to cure the default and achieve compliance with the Subcontract. In such event, Contractor may deduct from any sums due to Subcontractor the cost of performing such work and correcting such deficiencies, plus overhead of fifteen percent (15%) of such cost. If payments then or thereafter due Subcontractor are not sufficient to cover such amount, Subcontractor shall promptly pay the difference to Contractor. The remedies of Contractor under this subparagraph are in addition to any other remedies available to Contractor under the Subcontract or available at law or in equity.

8.4. CONTRACTOR'S ADDITIONAL REMEDIES. Subcontractor shall reimburse Contractor for any loss, damage or extra expense paid or incurred by Contractor which is due to Subcontractor's failure to supply materials, labor, or to properly perform the Work in accordance with the Subcontract Documents. Subcontractor's failure to perform shall include the failure of its lower-tier subcontractors to perform. Subcontractor's liability shall include but not be limited to (1) damages and other delay costs payable by Contractor to the Owner; (2) Contractor's increased costs of performance, such as extended overhead and increased performance costs

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resulting from Subcontractor-caused delays or improper Subcontractor Work; (3) warranty and rework costs; (4) liability to third parties; (5) excess reprourement costs; (6) consultants' fees; and (7) attorneys' fees and court costs. Contractor may take over any of Subcontractor's outstanding sub-subcontracts and purchase orders and take possession of all tools, equipment, scaffolds, material and supplies of Subcontractor which are on the Project site, in transit to, or especially manufactured for, the Work for use in completion of the Project. Contractor is hereby granted a lien on all such property to secure Subcontractor's performance under this Subcontract. Subcontractor shall, upon request of Contractor, execute and deliver to Contractor all documents and take all such steps to effect the legal assignment of Subcontractor's contractual rights under such sub-subcontracts and purchase orders, but Contractor shall not be required to assume any of Subcontractor's outstanding obligations thereunder.

8.5. ASSIGNMENT OF THE SUBCONTRACT.

8.5.1. In the event of termination of the Prime Contract by the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract.

8.5.2. The Subcontractor shall not assign this Subcontract without the written consent of the Contractor, nor subcontract the whole or any portion of this Subcontract without the written consent of the Contractor.

9. MUTUAL RIGHTS AND RESPONSIBILITIES.

The Contractor and Subcontractor shall be mutually bound by the terms of this Subcontract and, to the extent that provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under the Prime Contract, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under the Prime Contract, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under the Prime Contract, has against the Owner, insofar as applicable to this Subcontract. Where a provision of the Prime Contract is inconsistent with a provision of this Subcontract, this Subcontract shall govern.

10. PROGRESS PAYMENTS.

10.1. APPLICATIONS FOR PAYMENT.

SUBCONTRACTOR SHALL SUBMIT ALL REQUISITIONS AND APPLICATIONS FOR PAYMENT FOR PAYMENT PROCESSING TO: ERICKSON CONSTRUCTION, LLC; Andrew Gordon 2975 Summer Wind Lane, Highlands Ranch, CO, 80129 OR TO SUCH OTHER ADDRESS AS CONTRACTOR MAY DIRECT.

10.1.1. Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to Applications for Payment submitted by the Contractor to the Owner, and Certificates for Payment issued by the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract. Each application for payment shall be in the form attached hereto as Exhibit D, or such other form as may otherwise be requested by Owner, and must include a Partial Release of Liens in either the form attached hereto as Exhibit E, or such other form as may otherwise be requested by Owner, and with such detail substantiating Subcontractors right to payment.

10.1.2. The period covered by each application for payment submitted by Subcontractor shall be one (1) calendar month ending on the last day of the calendar month. Each application for payment must be based on actual work performed by or under Subcontractor through the 19th day of the month, and the reasonably estimated work to be performed by or under Subcontractor during the balance of the month.

10.1.3. Provided an application for payment is received by the Contractor not later than the 20th day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Owner. Subcontractor's progress payments shall be due and payable within ten (10) working days after the Contractor receives payment for the Subcontractor's Work from the Owner. If the Owner or Architect fails to issue a Certificate for Payment or the Owner fails to pay Contractor for Subcontractor's Work within forty-five (45) days following the applicable Application for Payment, and such failure is not the fault of the Subcontractor or Subcontractor's sub-subcontractors, the Contractor shall pay the Subcontractor, within ten (10) days following demand, a progress payment computed as provided in Section 10.2 of this Subcontract. Notwithstanding the foregoing, payments to Subcontractor may be withheld on account of (i) defective Work not remedied, (ii) claims filed, (iii) damage to Contractor or another subcontractor or (iv) failure to carry out the Work in accordance with the Subcontract.

10.1.4. If an application for payment is received by the Contractor on or after the 21st day of any calendar month, the Subcontractor's Work covered by such application shall be included by the Contractor in the next Application for Payment submitted to the Owner.

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10.1.5. Each application for payment shall be based upon the most recent schedule of values approved by the Contractor in accordance with Section 4.4 of this Subcontract. Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Subcontractor's application for payment.

10.1.6. Subcontractor shall pay all claimants for all costs and expenses resulting from the performance of the Work and for all labor and materials used. Subcontractor is liable for and shall hold Contractor and Owner harmless from and indemnify Contractor and Owner for all court costs, attorney's fees and damages resulting from claims by sub-subcontractors and Subcontractor's suppliers and all liens and all claims of persons furnishing material or labor on behalf of Subcontractor in connection with the Work. Subcontractor shall deliver to Contractor with each application for payment recordable affidavits and lien releases or waivers acceptable to Contractor from Subcontractor and Subcontractor's sub-subcontractors and suppliers. In the event any person or entity claiming by, through or under Subcontractor notifies Contractor of any non-payment or seeks to encumber funds held by Contractor and payable to Subcontractor or files a lien or other claim against the Project, or Contractor's interest therein, Subcontractor shall within three (3) days notify Contractor if Subcontractor disputes such claim. If at any time a lien has been filed against Contractor, the Owner, the Project or any sums held by Contractor by any person or entity claiming through Subcontractor, Subcontractor shall, within seven (7) days of receipt of notice of such lien pay the claim and cause the lien to be released or shall file a bond in lieu of the payment of such lien and shall cause the lien to be released from the project.

10.1.7. Notwithstanding the foregoing, if such lien or claim is due solely to sums wrongfully held by Contractor, Subcontractor shall not have any obligation to hold harmless or indemnify Contractor against such lien or claim.

10.2. PROGRESS PAYMENTS. Subject to the provisions of the Subcontract, the amount of each progress payment shall be computed as follows:

10.2.1. Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor;

10.2.2. Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved in advance in writing by the Owner, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's Application for Payment;

10.2.3. Subtract the aggregate of previous payments made by the Contractor; and

10.2.4. Subtract amounts, if any, calculated under Subparagraph 10.2.1 or 10.2.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a Certificate of Payment for a cause which is the fault of the Subcontractor or Subcontractor's sub-subcontractors.

10.2.5. All periodic payments by Contractor shall be subject to a retainage, to be held by Contractor, of ten percent (10%) of the amount billed by Subcontractor. To the extent approved or permitted by Owner and any lender providing financing for all or any part of the Work, and if Subcontractor is in compliance with the terms of the Subcontract, the aggregate amount of the retainage, subject to offset for defects and deficiencies, shall be reduced to five percent (5%) upon the Work achieving fifty percent (50%) completion and acceptance thereof by Contractor and Owner. No periodic payment by Contractor shall be deemed to constitute acceptance of any faulty or defective Work.

10.3. STORED MATERIALS. Notwithstanding the provisions of Subsection 10.2., payment for stored materials may be conditioned on delivery to the Owner of bills of sale (which shall include a complete description, including photographs, bills of lading, serial numbers, warehouse receipts and/or inventories, as appropriate for Owner to identify the stored materials) and such other procedures satisfactory to Owner to establish the Owner's title and to insure and otherwise protect the Owner's interest in and to such stored materials, unless requested otherwise by Contractor. Subcontractor shall schedule the materials to prevent the arrival of major items well in advance of their incorporation into the improvements.

10.4. SUBSTANTIAL COMPLETION. When the Work or a designated portion thereof is substantially complete in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt application for payment for such Work. Within thirty (30) days following issuance by the Owner of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Work withheld in accordance with the Certificate of Payment to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the

Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to

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previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's work covered by the Certificate of Payment.

11. FINAL PAYMENT.

11.1. **TIME.** Subject to the provisions of Section 10.4, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Work is fully performed in accordance with the requirements of the Subcontract, Subcontractor has filed a final application for payment, the Owner has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If a Certificate for Payment is not issued within forty-five (45) days of Contractor's application for payment, or the Contractor does not receive from the Owner payment within forty-five (45) days of Contractor's application for payment, and such payment is otherwise due to Subcontractor and such failure is not due to any fault of Subcontractor, final payment to the Subcontractor shall be made upon demand.

11.2. **LIEN WAIVERS.** Final payment shall not be due until Subcontractor has delivered to Contractor a complete, recordable affidavit and release of all liens arising out of this Subcontract, in the form attached hereto as Exhibit F, or such other form as may otherwise be requested by Owner, covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor indemnifying Contractor and the Project against any and all lien(s). If any lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor all monies the latter may be compelled to pay in discharging such lien, including all court costs and expenses and reasonable attorney's fees. The acceptance of final payment shall constitute a release of all claims by Subcontractor except those previously made in writing and identified by Subcontractor as unsettled at the time of the final application for payment.

11.3. **EVIDENCE OF PAYMENT.** Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

11.4. **SUB-SUBCONTRACTORS AND PROVIDERS.** Subcontractor shall keep Contractor informed of all sub-subcontractors, and all materials and/or service providers of any tier who provide materials or service for any part of the Work in excess of One Thousand Dollars (\$1,000.00) by completing, submitting and updating as appropriate Exhibit G attached hereto.

12. INSURANCE AND BONDS.

12.1. COVERAGES.

12.1.1. Before the Subcontractor commences any Work pursuant to this Subcontract, the Subcontractor shall obtain and maintain throughout the term of the Subcontract, insurance of the types and in the minimum amounts set forth on Exhibit H. Self-insured retentions and/or deductibles may not be more than Ten Thousand Dollars (\$10,000.00). Acceptance of any insurance by Contractor shall not relieve or decrease the liability of the Subcontractor.

12.1.2. Coverages must be maintained with financially secure insurance companies licensed to do business in the State where the Project is located, have a Best's Guide Rating of not less than A-VI and must otherwise be acceptable to Owner and Contractor. Coverage must be maintained without interruption from date of commencement of the Work until date of final payment, and Contractor, Developer, Owner, and the Operator, their parent and subsidiary companies, together with their employees, officers agents, members and directors shall be named as additional insureds and Lender where required, under Subcontractor's Commercial General Liability policy, Automobile liability policy, Products/Completed Operations Coverage and the Umbrella/Excess Insurance. The additional insured coverage is to be provided by ISO form CG20100704, CG20370704 or equivalent forms, a copy of which will be provided with the certificate of insurance. All such policies shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to the indemnities and/or additional insured's identified within this agreement.

12.1.3. Certificates of insurance acceptable to the Contractor, together with all appropriate endorsements, shall be filed with the Contractor prior to commencement of the Subcontractor's Work, and at least ten (10) days prior to the expiration of any policy. These certificates and the insurance policies required by this Article 12 shall contain an endorsement that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 11. If requested by Contractor, Subcontractor shall provide certified copies of all such policies to Contractor within ten (10) days of such request. Subcontractor must immediately notify Contractor of any reduction or restriction in the required insurance that takes place during the term of the Subcontract, and/or in the event the insurer notifies the Subcontractor of its intent not to renew coverage.

12.1.4. The Contractor shall furnish to the Subcontractor upon demand, satisfactory evidence of insurance required of the Contractor under the Prime Contract.

12.1.5. If Subcontractor fails to secure and maintain the required insurance, Contractor shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Subcontractor in which event the Subcontractor shall pay the costs thereof to Contractor upon demand and furnish upon demand all information that may be required in connection therewith..

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12.1.6. The insurance provisions of this Subcontract shall not be construed as a limitation on the Subcontract's responsibilities and liabilities pursuant to the terms and conditions of the Subcontract, including, but not limited to, liability for claims in excess of the insurance limits and coverages set forth herein.

12.1.7. The Subcontractor shall not make changes in or allow the required insurance coverages to lapse without the Contractor's prior written approval thereto.

12.2. **WAIVERS OF SUBROGATION.** The Contractor and Subcontractor waive all rights against (1) each other and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, each of the other, and (2) the Owner, Developer, Operator, and any of their Subcontractors, sub-subcontractors, agents, employees, officers, members and directors, for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12.3. The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

12.4. **Performance Bond and Payment Bond:**

Bond Not Required for the payment and performance bonds. All bonds must be in the AIA 312 format or equal. Cost of bond is on bonding company's invoice at standard rates. Subcontractor must include the names of the Owner and Lender on all bonds as a dual oblige. Subcontractor can provide this information through a dual oblige rider. Two original copies of all bonds are required and should be forwarded to the Corporate Office located at 991 Corporate Boulevard, Linthicum, MD 21090.

Unless waived by Contractor in this Subsection 12.4, prior to the commencement of the Work, Subcontractor shall pay for and deliver to Owner acceptable, statutory payment and performance bonds in the full amount of the Subcontract sum issued by a surety acceptable to Owner.

13. **SETTLEMENT OF DISPUTES.**

13.1. In the event of any dispute involving the Work performed or to be performed, Contractor shall issue a decision which shall be followed by Subcontractor, without interruption, deficiency, or delay. If Subcontractor does not agree with such decision, Subcontractor may make a claim under Section 7.3. and the matter shall be resolved as set forth in Article 13.2. or 13.3. as applicable. If the Subcontractor prevails, Subcontractor's sole remedy shall be an equitable adjustment determined as provided in Section 13.2. or 13.3. as applicable. In addition to notice required by Article 9 or the Subcontract Documents, notification of any claim for the equitable adjustment must be asserted in writing not later than ten (10) days after Subcontractor's knowledge of the claim, and if Section 13.2. is applicable, within sufficient time to allow Contractor to give notice to the Owner under the Subcontract Documents.

13.2. In case of any dispute between Contractor and Subcontractor, in any way relating to or arising from any act or omission of the Owner or involving the Subcontract Documents, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner, by the terms of the Subcontract Documents, and by any and all preliminary and final decisions or determinations made thereunder by the party, board or court so authorized in the Subcontract Documents or by law, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Subcontract Documents allowing a reasonable time for Contractor to analyze and forward to the Owner any required communications or documentation. Contractor will, at its option, (1) present to the Owner, in Contractor's name, or (2) authorize Subcontractor to present to the Owner, in Contractor's name, all of Subcontractor's claims and answer the Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by the terms of the Subcontract Documents. Contractor will further invoke on behalf of Subcontractor, or allow Subcontractor to invoke, those provisions in the Subcontract Documents for determining disputes. If such dispute is prosecuted or defended by Contractor, Subcontractor, at its own expense, agrees to furnish all documents, statements, witnesses, and other information required by Contractor and to pay or reimburse Contractor for all costs incurred by Contractor in connection with the dispute including attorneys' fees and court costs.

13.3. To the extent not resolved under Section 13.2 above, any dispute between Contractor and Subcontractor shall, at Contractor's sole option, be decided by litigation. In the event of any lawsuit under this clause, the Courts of Colorado shall have sole and exclusive jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY. Subcontractor hereby consents to jurisdiction and venue in Colorado.

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14. MISCELLANEOUS PROVISIONS.

14.1. GENERAL CONDITIONS. Where reference is made in this Agreement to a provision of the General Conditions or another Subcontract Document, the reference refers to that provision as expressly amended or supplemented by other provisions of the Subcontract Documents.

14.2. PRIVACY. Until Subcontractor's obligations under this Subcontract are completely fulfilled, Subcontractor agrees not to perform any Work directly for the Owner or deal directly with the Owner's representatives in connection with the Project, unless otherwise directed in writing by Contractor. All Work for this Project performed by Subcontractor shall be processed and handled exclusively by Contractor.

14.3. VEHICLES. All vehicles are to be operated in accordance with the traffic and parking rules and regulations of the Operator and the Contractor. Violation of these rules may result in the vehicle being towed at the owner's expense, and the vehicle and operator being banned from the site. All workers authorized to park within the site must obtain parking passes from the Contractor's office and must display the parking passes whenever the vehicle is on the site. Subcontractor's employees, agents and sub-subcontractors may park vehicles only in areas on or off-site as designated for parking by Owner or Contractor.

14.4. RESIDENTS OF RETIREMENT COMMUNITY. The safety and protection of the residents of the Project is of paramount importance to the Contractor. Subcontractor, its workers, suppliers, and sub-subcontractors must adhere to all traffic regulations, noise restrictions, and other safety standards established by the Contractor and the Operator. Residents of the Project must be treated with courtesy and respect at all times. In the event that the buildings are occupied while the Subcontractor is performing work on the Project, all courtesy is to be extended to the residents and precautions taken to avoid any disruption or inconvenience during this usage.

14.5. SIGNS. No signs may be placed on any portion of the site and/or building without written permission of Owner.

14.6. COMMUNICATIONS. It is agreed and understood that all communications by or through Subcontractor to the Architect, Engineer, Owner, Developer or any representative thereof shall be made through Contractor.

14.7. EXAMINATION OF PRIOR WORK. Subcontractor shall carefully examine the work of others which may affect the Work and shall notify Contractor in writing, completely detailing and supporting any apparent deficiencies therein before performing the Work; otherwise, such other Work shall be deemed acceptable to Subcontractor and Subcontractor shall be deemed to have waived all claims with respect thereto.

14.8. INVALIDITY. If any provision of the Subcontract is found to be invalid, unenforceable or unlawful, such provision shall be enforced in such manner as shall most nearly affect the intent of the parties and yet conform to the law applicable thereto and the remainder of the Subcontract Documents shall remain in full force and effect.

14.9. NOTICES. Except as stated in Section 10.1 of this Agreement, all notices, requests, approvals and other communications required or permitted to be delivered under the Subcontract must be in writing and shall be effective upon: (a) the date of delivery if hand-delivered to the other party or forwarded by facsimile to a number provided and authorized for delivery of notices by the receiving party; (b) the date of transmission if sent by telegram; (c) the date after mailing if sent by overnight commercial carrier; or (d) three (3) business days after mailing if sent by U.S. mail. Except for the use of facsimiles, if permitted, all notices must be sent to the addresses listed in the introductory paragraph of this Agreement, or to such other address as may be expressly designated in writing by either party as the correct address for notices, requests, approvals and other communications.

14.10. INDEPENDENT CONTRACTOR. Subcontractor is an independent contractor and hereby assumes all of the rights, duties, obligations and liabilities thereby arising.

14.11. WAIVER. Any failure by Contractor at any time or from time to time to enforce or require the strict performance of any of the terms or conditions hereof shall not affect or impair Contractor's right to at any time thereafter avail itself of the remedies available for the subsequent breach of such terms or conditions.

14.12. GOVERNING LAW. The Subcontract shall be governed by the law of the State in which the Project is located. No presumption shall be deemed to exist in favor of or against either party as a result of the preparation and/or negotiation of the Subcontract. The Subcontract and Subcontract Documents are subject to the Contract between the Owner and Contractor, the General Conditions, and the Additional Supplementary General Conditions.

14.13. MERIT SHOP. The Subcontractor acknowledges that this Project is being built as a "Merit Shop" project, and therefore is not under jurisdiction of union work rules. The Subcontractor agrees to comply with the work rules as established by Contractor, and not to interfere with the employees or work of Contractor or other subcontractors and suppliers involved with this Project. Failure to comply with this provision may result in termination of the Subcontract at the sole discretion of Contractor.

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14.14. EQUAL OPPORTUNITY. Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, handicap or national origin.

14.15. EXHIBITS. The following exhibits are attached hereto:

Exhibit A - Drawing Log
Exhibit B - Scope
Exhibit C - SOV
Exhibit D - Pay Application
Exhibit E - Partial Release
Exhibit F - Final Release
Exhibit G - Vendor List
Exhibit H, Sched B - Insurance Requirements Sched. B

This Agreement entered into as of the day and year first written above.

WITNESS:

CONTRACTOR
ERICKSON CONSTRUCTION, LLC

By: _____

David Tague
Vice President of Construction

Dated: _____

SUBCONTRACTOR

By: _____

Quality Steel Services, Inc.
Jim Edwards
President

Dated: _____

Amanda L. Mann

10-15-08

Exhibit "A"
Contract Documents

Drawing #	Description	Contract Date
00.00	Cover Sheet	6/12/2008
00.01	Code Review	6/12/2008
00.03	Parking Allocation Plan	6/12/2008
00.04	Building Floor Elevations &	6/12/2008
00.05	ADA Accessibilty General Notes	6/12/2008
00.06	ADA Accessibilty General Notes	6/12/2008
00.10	Rated Assemblies	6/12/2008
00.11	Rated Assemblies	6/12/2008
30.00	Architectual Legend,	6/12/2008
30.01	First Floor Plan	6/12/2008
30.02	Second Floor Plan (Main Street	6/12/2008
30.03	Roof Plan	6/12/2008
30.05	Cooling Tower, Elevations, &	6/12/2008
30.06	First Floor Buildout Plan - For	6/12/2008
30.07	Enlarged auditorium Plan	6/12/2008
30.08	Auditorium Slab Recess Plan	6/12/2008
30.11	First Floor Dimensioning Plan	6/12/2008
30.12	Second Floor Dimensioning Plan	6/12/2008
31.01	Exterior Elevation	6/12/2008
31.02	Exterior Elevation	6/12/2008
32.01	Building Sections	6/12/2008
32.02	Building Sections	6/12/2008
33.01	Wall Sections	6/12/2008
33.02	Wall Sections	6/12/2008
33.03	Wall Sections	6/12/2008
33.04	Dock Stair Plans & Sections	6/12/2008
33.04	Wall Section	6/12/2008
33.05	Wall Sections	6/12/2008
33.06	Wall Sections	6/12/2008
33.07	Wall Sections	6/12/2008
33.08	Wall Sections	6/12/2008
33.09A	Link to RB2.2- For Reference only	6/12/2008
33.09b	Link to RB2.2 - For Reference	6/12/2008
33.09C	Link To RB 2 - For Reference	6/12/2008

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33.10	Porte cochere Elevations &	6/12/2008
33.11	Living Room Fireplace Plans and	6/12/2008
34.01	Elevator Plans, sections & Details	6/12/2008
34.02	Grand Stair Plans, Sections &	6/12/2008
34.03	Stair Plans, Sections & Details	6/12/2008
35.01	Wall Types	6/12/2008
35.02	Door Schedule And Types	6/12/2008
35.03	Window & Louver Types	6/12/2008
35.04	Roof Details	6/12/2008
35.05	Door & Window Details	6/12/2008
35.06	Miscellaneous Vertical Details	6/12/2008
35.07	Miscellaneous Vertical Details	6/12/2008
35.08	Miscellaneous Plan Detail	6/12/2008
35.10	Interior Details	6/12/2008
35.20	Miscellaneous Details	6/12/2008
35.30	Window Flashing Details	6/12/2008
35.31	Roof Flashing & Flashing Details	6/12/2008
35.40	ELFS Details	6/12/2008
35.41	ELFS Details	6/12/2008
36.01	Enlarged Kitchen Plan	6/12/2008
36.02	Toilet Room Plans & Elevations	6/12/2008
36.03	Toilet Room Plans & Elevations	6/12/2008
36.04	Interior Elevations	6/12/2008
36.05	Interior Elevations	6/12/2008
36.06	Interior Elevations	6/12/2008
36.07	Interior Elevations	6/12/2008
36.08	Interior Elevations	6/12/2008
36.09	Interior Elevations	6/12/2008
36.10	Interior Elevations	6/12/2008
36.20	Detail Plans And Elevations	6/12/2008
36.21	Detail Plans And Elevations	6/12/2008
36.22	Detail Plans And Elevations	6/12/2008
36.30	Millwork Details	6/12/2008
36.31	Millwork Details	6/12/2008
38.01	First Floor Refelcted Ceiling Plan	6/12/2008
38.02	Second Floor Reflected Ceiling	6/12/2008
40.01	First Floor Finish Plan	6/12/2008
40.02	Second Floor Finish Plan	6/12/2008
41.01	First Floor Wall Finish Plan	6/12/2008
41.02	Second Floor Wall Finish Plan	6/12/2008
45.01	Room Finish Schedule & Notes	6/12/2008
49.01	First Floor Furniture Plan	6/12/2008
49.02	Second Floor Furniture Plan	6/12/2008
50.01	Food Service Equipment Plan	6/12/2008
50.02	Plumbing Rough - In Plan	6/12/2008
50.03	Electrical Rough - In Plan	6/12/2008
50.04	Ventilation Rough - In Draft	6/12/2008
50.05	Floor Depression Plan	6/12/2008
50.06	Food Service Equipment	6/12/2008
50.07	Food Service Equipment	6/12/2008
50.08	Food Service Equipment Plan	6/12/2008
50.09	Plumbing Rough - in Plan	6/12/2008

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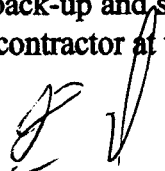
50.10	Electrical Rough- in Plan	6/12/2008
50.11	Food Service Equipment Details	6/12/2008
50.12	Food Service Equipment Details	6/12/2008
50.13	Food Service Equipment Details	6/12/2008
60.01	Foundation Level Plan	6/12/2008
60.02	Second Level Framing Plan	6/12/2008
60.03	Roof Level Framing Plan	6/12/2008
60.04	Supplemental Plan	6/12/2008
61.01A	Special Inspections	6/12/2008
61.01B	Special Inspections Cont.	6/12/2008
61.02A	General Notes	6/12/2008
61.02B	General Notes Cont.	6/12/2008
61.03	Typical Details	6/12/2008
61.04	Typical Details	6/12/2008
61.05	Typical Details	6/12/2008
62.01	Foundation Details	6/12/2008
62.02	Foundation Sections	6/12/2008
62.03	Foundation Sections	6/12/2008
62.04	Foundation Sections	6/12/2008
62.05	Foundation Sections	6/12/2008
63.01	Framing Sections	6/12/2008
63.02	Framing Sections	6/12/2008
63.04	Framing Sections	6/12/2008
63.05	Framing Sections	6/12/2008
63.10	Roof Sections	6/12/2008
64.01	Brace Frames & Details	6/12/2008

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EXHIBIT "B"
STRUCTURAL STEEL ERECTION SCOPE OF WORK

1. Erect structural steel and miscellaneous metals as shown and specified and/or required herein to complete this work. Architectural, electrical and mechanical plans may be used as a supplement to the structural steel plans to define detail configurations and construction information, provided all requirements for the structural steel are noted on the structural steel plan.
 - a. **Note: Key Milestones Dates**
 - i. **Anchor Bolt Plans: 8/25/08**
 - ii. **Anchor Bolts: 8/25/08**
 - iii. **Structural Steel Submittals: 9/2/08**
2. Provide all work listed at the Specifications Table of Contents under the headings "Conditions of the Contract" and "Division 1 – General Requirements". Note that where work is described in the Specifications as "by the General Contractor" (or similar), it shall be by this Subcontractor.
3. Provide all work indicated at Specification Section 05120 (Structural Steel).
 - a. Section 05120 -- install all bolts and similar at all locations covered under Specification Sections 05120 and 05400.
 - b. Install (including drilling) all plates, angles indicated on Structural Plans as expansion bolted to foundation system.
 - c. Inspect and verify correct location of all anchor bolts and embeds in a timely manner; notice of incorrectly placed anchor bolts and embeds shall be given to Contractor at least **ten (10)** working days prior to the erection of work (assuming such anchor bolts are installed by others in that time frame). No extra costs shall be granted for field adjustments made to column base plates, etc. for the purposes of erection where such notice of error was not given to the Contractor.
 - d. **Exception:** Section 05120-3.3-A: Bench marks and similar control shall be provided by the Contractor. Subcontractor shall provide all layouts from these points for its work. Professional survey is not required.
 - e. Guy cables at perimeter shall be located from center line to interior of column to avoid interference with light gauge framing. Leave safety cable posts flush with bottom of adjacent joists/beams, etc. so they don't extend into the "finished area" space below.
 - f. A pre-erection conference with the fabricator and Erickson Construction is required. At or before this conference, the Erector shall provide a site-specific safety and erection plan for approval by Erickson Construction, LLC.
4. Install all lintels which are welded or bolted to structural steel framing. Install pipe racks for cooling tower water lines as indicated on sheet 62.04.
5. Install concrete step handrails & ramp rails at loading dock per detail 25/31.01.
6. Install guard rail at the loading dock per detail 25/34.04
7. Install the columns and beams for the porte cochere.
8. Install stairs, landings & handrails for stairs #1080 & #1083.
9. Install elevator pit ladders & roof access ladder.
10. Install deco rails at second floor porch per detail 19/31.02.
11. Install wall supports at low walls per details 11 & 17/35.10.
12. Provide no light gauge metal framing. Provide all back-up and support angles for such work which are indicated attached to the work of this Subcontractor at the Contract Documents.



13. Provide all indicated steel roof and floor deck openings and opening frames for work of others.
14. All safety cables, covers, barricades at any openings or deck edges created by the work of this Subcontract as required by OSHA regulations, or local regulations or codes shall be provided and maintained by this Subcontractor for such time as its forces are on the job. **Exception:** Openings within roof curbs shall be covered by others. In addition, provide a minimum two (2) each of ½" cable (top and middle) to be installed at all deck edge conditions and deck openings. Top rail must be 42" AFF/deck elevation. All safety cable attachments must be located so as not to interfere with following trades (inside of columns, etc.). All cable must be installed under sufficient tension to support 200 lb. lateral loading. Safety cables installed under this subcontract shall remain on the job until such time as the Contractor no longer requires them. At that time, they shall be removed by this Subcontractor or by others (if Subcontractor is not on site) and stored at the site. Upon notice, this Subcontractor shall remove the cables from the site. Where indicated by the Project Superintendent, this Subcontractor shall provide joints in cable system to facilitate access to decks by other trades. Contractor will provide loading locations on sequence drawings to this Subcontractor.
15. Furnish, install and remove as directed by Project Superintendent, 2 @ ½" cable assembly as described at Paragraph "Trade Separation" conditions created during deck installation procedures where necessary to conform to the safety requirements of other trades (example: when concrete trades commence work at completed areas).
16. Erector shall provide all unloading; lifting of reinforcing mesh / bars for slab-on-deck work if such mesh / bars are available while crane is on-site (multiple locations will be required so that load bearing capacity of deck is not exceeded). Within reach of crane.
17. Cooperate with all testing agencies engaged by the Owner, providing all required access, information, etc. Provide all self inspections and tests indicated on the Contract Documents. This subcontractor shall bear all costs associated with any failed tests or inspections and with any failure to perform required tests and inspections.
18. Provide the name(s) of proposed erector(s) to the Contractor for approval prior to the signing of this Subcontract. Upon approval of same by the Contractor, the use of the erector(s) shall be a term of the Subcontract. Change of erector(s) without prior written permission of the Contractor shall be grounds for default of this Subcontract.
19. All welders shall be qualified in the types of welding required of them. Copies of Welding Certificates of ALL welders shall be presented to Erickson Construction, LLC prior to the individual's commencement of work on the site.
20. Removal of incidental precipitation to facilitate continued operations is included in this Subcontract. Labor will be provided by this Subcontractor. Significant snow removals are not included in the work.
21. Removal of all debris, ferrules and other excess materials related to the work of this Subcontractor from the deck and other surrounding areas.
22. Touch-up and field painting indicated at the Contract Documents is not required.
23. As a condition of SIP permit issuance, all construction related traffic is to enter the jobsite from County Line Road to Erickson Drive to Plaza Drive and thru the Easterly Construction gate.
24. Requisitions shall be provided as directed by the Contractor (typically by the 15th of each month, projecting to the 25th).
25. Stored Materials payments (on-site and off-site) are not guaranteed, but will be considered, subject to the approval of the Lender.



26. Daily and final clean-up of all debris resulting from the work of this Subcontract shall be provided by this Subcontractor. Dumpsters or other means of waste collection and removals will be provided by the Owner or Contractor. Coordinate dumpster or other waste collection locations and procedures with the Project Superintendent.
27. Provide telephone number, etc. as required to assure capability to contact this Subcontractor 24 hours per day every calendar day for the life of the Project (for emergency use only).
28. Unless otherwise specifically indicated in this Exhibit "B", this Subcontractor shall provide and maintain OSHA compliant barricades at all conditions requiring such protection which are created as a result of the work of this Subcontractor until such time as the condition no longer exists, after which it shall remove them offsite. Replace any barricades which are removed or altered by this Subcontractor to an OSHA compliant condition immediately upon completion of activity which required removal. Notify Project Superintendent of all such barricade removals and replacement work immediately.
29. Definitions: The term "furnish" shall mean to supply and deliver to the project site (F.O.B. Site) ready for tailgate unloading to a location as directed by the Superintendent. The term "install" shall mean to unload, hoist, handle, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, perform all start-up and warranty work, complete and ready for intended use, fully functional, code compliant and in conformance with Contract Documents. The term "provide" shall mean "furnish and install."

30. Special Conditions

a. Communications:

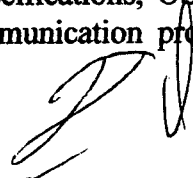
Subcontractor acknowledges that the Contractor considers communications of paramount importance. This subcontractor agrees to have a representative having authority to speak for its company and attend any and every job meeting which the Contractor shall call. Subcontractor acknowledges that the work of this contract shall include the attendance of these meetings as well as such other types of communication forums as may be required by the Contractor, including but not limited to, foremen's meetings held daily prior to the commencement of regular working hours and daily conference telephone calls at a specific hour designated by the Contractor.

This Subcontractor agrees to hold weekly safety meetings and to provide the Contractor copies of the meeting agenda with all attendees listed. This Subcontractor further acknowledges that failure to perform this part of the work of the Contract shall be considered, at the Contractor's discretion, breach of the contract, and grounds for termination. Subcontractor shall be responsible for any damages which may thereby ensue to the Contractor, Owner, and other subcontractors.

- b. On-site parking is not guaranteed. This Subcontractor shall agree to any parking requirements assigned to the Project by local authorities having jurisdiction.

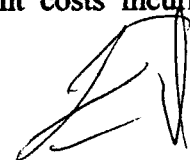
Also included in this Subcontract:

- A. Notwithstanding other language in this Subcontract, the following shall be noted: This Subcontractor shall not further subcontract its work without written authorization from the Contractor. When work is further subcontracted, after approval from Contractor in writing, all conditions applying to the Subcontractor shall then apply to the Sub-subcontractor including, but not limited to, insurance requirements, plans, specifications, OSHA safety regulations, written company safety policy, written hazard communication program, etc.



The Sub-subcontractor must then acknowledge its acceptance of all subcontract terms in writing prior to the start of any work. Furthermore, a **competent employee** of this Subcontractor shall be present at all times when such Sub-subcontractor's work is being performed on this Project. This person shall not be changed without the Project Superintendent's approval.

- B. This Subcontractor is to provide adequate and proper safety protection for its personnel and equipment and shall strictly comply with all the rules and regulations of the Federal Occupational Safety and Health Act, all other applicable health and safety laws and regulations, and of the Erickson Construction, LLC Safety Program. **Hard hats, thick soled shoes (not sneakers), full length pants and shirts are to be worn by all personnel employed on the job by this Subcontractor at all times.** Payments may be withheld in the form of fines for violations as indicated at Exhibit G of this Subcontract. Accidents to personnel of this Subcontractor, no matter how minor, will be promptly reported in detail to the Project Superintendent and/or site safety officer within twenty four (24) hours of the incident. Photographs must be taken by the Subcontractor of the accident location and copies of those and all applicable hospital reports must be submitted. Fines resulting to Erickson Construction LLC from acts of this Subcontractor for failure to comply with the safety regulations and requirements of OSHA and all other applicable health and safety laws and regulations, will be paid by this Subcontractor or deducted from its Subcontract amount as described elsewhere in the Subcontract. This Subcontractor and its sub-subcontractors shall provide a copy of its **Safety Program** to the Project Superintendent prior to commencing work at the project site. No cost extras or time extensions will be recognized for failure to meet the requirement.
- C. This Subcontractor shall designate a qualified safety officer from its full-time on-site personnel who shall be **CPR and First Aid** certified and who shall be responsible for enforcing compliance by this Subcontractor's crew with all safety requirements imposed by the Contractor and with all applicable laws and regulations, including but not limited to safety, housekeeping, and hazardous materials handling.
- D. This Subcontractor affirms that all of its employees working on the project will receive all proper training as required by local, state and federal regulations, as well as any necessary training recommended by the manufacturers of any tools and or equipment used on the project. All equipment used on the project must also be inspected by a competent person employed by this Subcontractor on a regular basis as appropriate for the equipment to ensure that it is safe and in proper working order.
- E. This Subcontractor shall designate a competent on-site Foreman/Superintendent for the total duration of the project. The designated Foreman/Superintendent shall not be changed without written approval of the Contractor. Subcontractor further agrees to discharge from the Work any employee who Contractor reasonably determines endangers life, health or safety, or who is incompetent, inexperienced or incompatible with other personnel on the job, or whose continued employment is otherwise reasonably objected to by the Contractor.
- F. It is understood that there will be no increases recognized for Subcontract work, including unit prices due to escalation in labor, materials, and equipment costs incurred by this Subcontractor for the duration of this Project.



- G. This Subcontractor shall store equipment, tools, materials, etc. on site only at locations permitted by the Project Superintendent. Materials, lay-down, or storage areas shall be changed as determined necessary by the Project Superintendent. This Subcontractor shall be responsible to place and to relocate all equipment, tools, materials, etc. as directed and approved by the Project Superintendent. This Subcontractor shall provide adequate personnel as required to fulfill all equipment, tools, and materials placement and relocation obligations without adversely impacting the project schedules or the flow of its own or other subcontractors' work. This shall be done at no additional cost to the Contractor.
- H. It is understood that the Contractor shall not provide pay telephones for the use of the Subcontractor as outlined in Section B of this Subcontract (nor temporary electric, potable water or lighting for Subcontractor field offices). The Contractor does not guarantee that temporary utilities within the structure shall be available at all times and under all circumstances where it is required by the Subcontractor (i.e., service not available from utility, power outages, water or electric shut-downs required by construction activities, accidents, etc. beyond the Contractor's control). This Subcontractor shall provide all required temporary electric power, lighting, potable water and telephones required to perform the work of this Subcontract under such circumstances at no additional cost and shall not be granted any extension of contract time for delays incurred as a result of such occurrences.
- I. A non-resident Subcontractor entering into a contract with Erickson Construction, LLC under which tangible personal property will be consumed or used within Massachusetts must provide Erickson Construction, LLC with proper and sufficient evidence that they have deposited five percent (3%) of this total contract with the State Commissioner and/or provide evidence of an equivalent bond. No final payments shall be made in advance of the Subcontractor fulfilling this requirement.
- J. Insurance shall be carried in a company or companies satisfactory to Erickson Construction, LLC. In addition to Exhibit H, Insurance Requirements, the following shall be incorporated:

Certificate Holder:

Erickson Construction
703 Maiden Choice Lane
Baltimore, MD 21228

Description of Operations:

Wind Crest
Community Building CB 2.0
Highlands Ranch, CO



EXHIBIT "C"

SUBCONTRACTOR SCHEDULE OF VALUES

1. Subcontractor agrees to perform the Work in accordance with the terms and provisions of the Subcontract and in accordance with the Contract Documents. Subcontractor shall perform the Work as detailed and in accordance with the Subcontract Analysis for the sum of \$119,250.00.

APPLICATION NO: 1
APPLICATION DATE: 12/15/2008

PERIOD TO: 12/31/2008

ARCHITECTS PROJECT # 554CB20
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Exhibit "D.1"
Instructions for "Exhibit D"

Subcontractors/Suppliers shall submit attached **Application and Certificate for Payment (Exhibit D)** for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
2975 Summer Wind Lane
Highlands Ranch, CO, 80129

ATTN: Project Manager, Andrew Gordon

Your application for payment, using the attached Application and Certificate for Payment (Exhibit D) form, must be fully completed, and must be in our office at the above address *no later than the 20th of the month.*

If your Application and Certificate for Payment is not fully completed and received in our office, at the above address *by the 20th of the month*, your payment will be delayed until the following months payment cycle.

EXHIBIT "E1" & "F1"
Instructions for Exhibits E & F

Subcontractors/Suppliers shall submit attached Partial Release of Liens (Exhibit E) and Final Release of Liens (Exhibit F) for payment processing to:

ERICKSON CONSTRUCTION, L.L.C.
Corporate Office
991 Corporate Blvd
Linthicum Heights, Maryland 21090
Attn: Contract Administrator

EXHIBIT E - PARTIAL RELEASE OF LIENS

The attached Partial Release of Liens (Exhibit E) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/ Proprietor with Original Signatures, Notarized, and must be in our office at the above address no later than the last day of the month.

If your Partial Release of Liens (Exhibit E) is not fully executed and received on a timely basis, i.e. no later than the last day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT F - FINAL RELEASE OF LIENS

The attached Final Release of Liens (Exhibit F) form must be fully completed, properly executed by a authorized Corporate Officer or Owner/Proprietary with original signatures, Notarized, and must be in our office at the above address no later than the last day of the month or at issuance of Final Payment **No Final Payments will be issued until Final Release of Liens is in hand.**

EXHIBIT "E"

Partial Lien Waiver

STATE OF COLORADO

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by _____ to furnish _____ for the premises known as _____ of which _____ is the Owner,

THE undersigned, for and in consideration of _____ (\$ _____) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es), to the fullest extent permitted by law, hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, to this date only, by the undersigned for the above-described premises.

DATED: _____ COMPANY: _____
ADDRESS: _____

SIGNATURE AND TITLE: _____

Note: All waivers must be for the full amount paid. If a waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE undersigned, being duly sworn, deposes and says that he is _____ of the _____ (name of company) who is the contractor for the _____ work on the building located at _____ owned by _____

That the total amount of the contract including extras is \$ _____ on which he has received payment of \$ _____ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

TOTAL LABOR AND MATERIAL TO COMPLETE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 200____ Signature: _____

Subscribed and sworn to before me this _____ day of _____, 200____

Signature: _____

EXHIBIT "F"

Final Lien Waiver

STATE OF COLORADO)

) SS

COUNTY OF DOUGLAS)

To Whom It May Concern:

WHEREAS the undersigned has been employed by _____ to furnish _____ for the premises known as _____ of which _____ is the Owner,

THE undersigned, for and in consideration of _____ (\$ _____) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby waive and release and all lien or claim of, or right to, lien, under the statutes of the State of Colorado, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the money, funds or other considerations, due or to become due from the Owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which maybe furnished at any time hereafter, by the undersigned for the above-described premises.

DATED: _____ COMPANY: _____
ADDRESS: _____

SIGNATURE AND TITLE: _____

Note: All waivers must be for the full amount paid. If a waiver is for a corporation, corporate name should be used, the title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should sign and designate him/herself as a partner.

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE undersigned, being duly sworn, deposes and says that he is _____ of the _____ (name of company) who is the contractor for the _____ work on the building located at _____ owned by _____

The undersigned, for and in consideration and upon payment in seven business day, of the sum of _____ Dollars (\$ _____), and other good and valuable consideration, does hereby certify that the work referred to on the reverse side has been fully performed to the customer's full satisfaction. Furthermore, to the extent permitted by law, the undersigned, does hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of COLORADO, relating to the mechanics' and/or materialmen's liens, with respect to and on Premises, and on other material, fixtures, goods, apparatus or machinery furnished, on account of labor, services, materials, fixtures, goods, apparatus or machinery, furnished to this date only by the undersigned, for the Premises, without prejudice to assert any right of lien as to future delivery, performance or furnishing

<u>NAMES</u>	<u>WHAT FOR</u>	<u>CONTRACT PRICE</u>	<u>AMOUNT PAID</u>	<u>THIS PAYMENT</u>	<u>BALANCE</u>

TOTAL LABOR AND MATERIAL TO COMPLETE

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind or to be done upon or in connection with said work other than above stated.

Signed this _____ day of _____, 200__ Signature: _____

Subscribed and sworn to before me this _____ day of _____, 200__

Signature: _____

EXHIBIT "G1"
Instructions for Exhibit "G"

ERICKSON CONSTRUCTION, LLC.
Corporate Office
991 Corporate Blvd.
Linthicum, Maryland 21090
Attn: Accounts Payable Clerk

EXHIBIT G – VENDOR/TIER SUBCONTRACTOR LIST

The attached Vendor/Tier Subcontractor List (Exhibit G) from must be fully completed, properly executed by authorized Corporate Officer or Owner/Proprietor with Original Signatures, Notarized and must be in our office at the above address no later than the 20th day of the month.

If you Vendor/Tier Subcontractor list (Exhibit G) is not fully executed and received on a timely basis, i.e. no later that the 20th day of the month, previous payment not covered by a current waiver of lien will be deducted from your expected payment.

EXHIBIT "G"

Vendor/Tier Subcontractor List

TBD

Please identify below on the spaces provided the names of all tier subcontractors and/or vendors who will supply materials and/or services whose value will exceed \$1,000.00 to the referenced project, the contact person, addresses and telephone numbers for each.

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
Contact _____
Address _____
Telephone _____
Fax _____

Company Name _____
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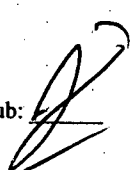
EC:  Sub: 

EXHIBIT "H" Schedule B INSURANCE

Subcontractor shall obtain insurance of the types and in the amounts described below:

TYPE OF COVERAGE	AMOUNT OF COVERAGE (LIMITS)
<u>AD.1 Worker's Compensation</u> <u>Employer's Liability</u>	Statutory Limits (set by states) Bodily Injury by Accident = \$100,000. Ea. Accident Bodily Injury by Disease = \$500,000. Policy Limit Bodily Injury by Disease = \$100,000. Ea. Employee
<u>AD.2 Commercial General Liability:</u> written on ISO occurrence form and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). <u>The policy must not be limited by Residential construction exclusions that are applicable to the work performed under this agreement.</u>	<u>Occurrence Form, minimum required limits:</u> General Aggregate Limit (other than Products/Completed Operations): \$1,000,000. Products/Completed Operations Aggregate Limit: \$1,000,000. Each Occurrence Limit: \$1,000,000. Personal Injury & Advertising Injury Limit: \$1,000,000. Contractual Liability: \$1,000,000.
<u>AD.3 Business Auto Liability:</u> covering any automobile, including hired and non-owned auto's	Minimum required limits: Bodily Injury Each Person: \$1,000,000. Bodily Injury Each Accident: \$1,000,000. Property Damage Each Accident: \$1,000,000. Or, \$1,000,000. combined bodily injury and property damage each accident limit for all of the above
<u>AD.4 Commercial Umbrella Insurance Policy:</u> or Excess Liability coverage applicable to Employers Liability, General Liability, and Automobile Liability and meeting at least the same coverage requirements under each as stated above.	<u>Occurrence Form, minimum required limits:</u> \$4,000,000. each occurrence \$4,000,000. aggregate
<u>AD.5 Property Insurance:</u> covering all personal property including rented, leased or borrowed tools and equipment brought on site by Subcontractor. Subcontractor hereby waives all right of recovery against Contractor, its parent company, Owner, and Operator for loss or damage to such property however caused.	Replacement Cost or Actual Cash Value

(*Refer to Article 12.1.2 for additional insured requirements.)