

<b>UNITED STATES BANKRUPTCY COURT</b> Northern District of Texas (Dallas Div.)		<b>PROOF OF CLAIM</b>
Name of Debtor: <b>COLUMBUS CAMPUS, LLC</b>		Case Number: <b>09-37010-11</b>
<i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>OHIO GLASS AND ALUMINUM COMPANY</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.  <b>Court Claim Number:</b> _____ <i>(If known)</i>  <b>Filed on:</b> _____
Name and address where notices should be sent:  <b>BYRNE &amp; BYRNE LLP, 5695 AVERY ROAD, SUITE C, DUBLIN, OHIO 43016</b>		
Telephone number: <b>(614) 761-1000</b>		
Name and address where payment should be sent (if different from above):  <div style="text-align: center;"><b>RECEIVED</b> <b>FEB 25 2010</b> <b>BMC GROUP</b></div>		<input type="checkbox"/> 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.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number:		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>68,786.25</u>  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.  <input type="checkbox"/> 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.		<b>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.</b>  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> 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).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).  <input type="checkbox"/> 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).  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)( ).  <b>Amount entitled to priority:</b> \$ _____  <i>*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.</i>
<b>2. Basis for Claim:</b> <u>labor &amp; materials provided</u> (See instruction #2 on reverse side.)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> _____  <b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a on reverse side.)		
<b>4. Secured Claim</b> (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.  <b>Nature of property or right of setoff:</b> <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>  <b>Value of Property:</b> \$ <u>68,786.25</u> <b>Annual Interest Rate</b> ____ %  <b>Amount of arrearage and other charges as of time case filed included in secured claim,</b> <b>if any:</b> \$ <u>68,786.25</u> <b>Basis for perfection:</b> <u>mechanics lien</u>  <b>Amount of Secured Claim:</b> \$ <u>68,786.25</u> <b>Amount Unsecured:</b> \$ _____		
<b>6. Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.  <b>7. Documents:</b> 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:		
<b>Date:</b>  <b>THOMAS J. BYRNE, Atty for Claimant</b>	<b>Signature:</b> 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.  	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Erickson Ret. Comm. LLC



01306

**AFFIDAVIT FOR MECHANIC'S LIEN**  
**(\$1311.06 ORC)**



**200906190089050**  
Pgs 5 \$52.00 T20090034209  
06/19/2009 1 15PM MEMMURRAY MUR  
Robert G. Montgomery  
Franklin County Recorder

STATE OF OHIO                     )  
COUNTY OF FRANKLIN         )

The undersigned, Glenn Zook, being first duly sworn, states that he is the President of Ohio Glass and Aluminum Company ("Ohio Glass"), the lien claimant, whose address is 1735 Atlas Street, Columbus, Ohio 43228, and that the lien claimant furnished certain material or performed certain labor or work in furtherance of two certain contracts with Braun Construction Group, Inc. whose address is 39395 W. 12 Mile Road, Suite 100, Farmington Hills, Michigan 48331. The first of said labor or work was performed and/or material was furnished on the 24<sup>th</sup> day of February, 2009. The last of the labor or work was performed and/or material was furnished on the 6<sup>th</sup> day of May, 2009. There is justly and truly due Ohio Glass, the lien claimant, therefore, from the owner, part owner, lessee, original contractor, subcontractor, or other person, as the case may be, over and above all legal set-offs, the sum of Sixty-Eight Thousand Seven Hundred Eighty-Six Dollars and 25/100 (\$68,786.25) for which amount Ohio Glass, the lien claimant, claims a lien upon the land, building, or leasehold, of which Columbus Campus, LLC is the owner or part owner and Hickory Chase, Inc. is or was the lessee as the case may be, which property is described as follows: 4500 and 4510 Hickory Chase Way, Hilliard, Ohio 43026, and which is more particularly described on Exhibit A, attached hereto and made a part hereof.

OHIO GLASS AND ALUMINUM COMPANY

By: *Glenn Zook*

Name: Glenn Zook

Title: President

STATE OF OHIO  
COUNTY OF FRANKLIN

Sworn to before me and subscribed in my presence on this 16<sup>th</sup> day of June, 2009.

*James J. Guthrie*  
NOTARY PUBLIC



**JAMES J. GUTHRIE**  
Notary Public, State of Ohio  
My Commission Expires 04-15-2012

This instrument prepared by:  
Brian A. Basil  
Murray Murphy Moul + Basil LLP  
1533 Lake Shore Drive  
Columbus, Ohio 43204

## Exhibit "A"

77.019 ACRES

Situate in the State of Ohio, County of Franklin, City of Hilliard, lying in Virginia Military Survey Nos. 3000 and 4834, being part of the 40.924 and all of the 0.742 acre tracts conveyed to Columbus Campus LLC by deed of record in Instrument Number \_\_\_\_\_, and part of the 45.957 acre tract conveyed to Columbus Campus LLC by deed of record in Instrument Number \_\_\_\_\_, (all references refer to the records of the Recorder's Office, Franklin County, Ohio) being more particularly described as follows:

Beginning, for reference, at Franklin County Geodetic Survey Monument Number 0005 RESET found at the centerline intersection of Davidson Road (variable width) and Leap Road (variable width);

Thence South 23° 37' 07" East, a distance of 1243.56 feet, with the centerline of said Leap Road, to a point;

Thence North 66° 22' 53" East, a distance of 50.00 feet, across the right-of-way of said Leap Road and entering said 45.957 acre tract, to an iron pin set, the TRUE POINT OF BEGINNING;

Thence across said 45.957 acre tract, the following courses and distances:

North 68° 44' 53" East, a distance of 556.74 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of 09° 08' 20", a radius of 1099.00 feet, an arc length of 175.29 feet, and a chord which bears North 60° 37' 51" East, a chord distance of 175.11 feet, to an iron pin set;

North 23° 37' 07" West, a distance of 384.33 feet, to an iron pin set in the line common to said 45.957 acre tract and the remainder of the original Tract Three conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414;

Thence North 84° 08' 15" East, a distance of 1139.80 feet, with the northerly line of said 45.957 and 0.742 acre tracts and with the southerly lines of the remainder of said Tract Three, the southerly line of the remainder of the original Tract Two conveyed to Wolpert Enterprises, Limited by deed of record in Instrument Number 200204080088414 and a southerly line of the remainder of the original Tract 1 conveyed to Ansmil Limited Partnership by deed of record in Official Record 32225 G17, to an iron pin set;

Thence South 05° 55' 17" East, a distance of 353.64 feet, with the line common to said 0.742 acre tract and the remainder of said original Tract 1, to an iron pin set at a point of curvature;

Thence with said curve to the left, having a central angle of 17° 44' 53", a radius of 1332.49 feet, an arc length of 412.75 feet, and a chord which bears South 14° 47' 43" East, a chord distance of 411.10 feet, with an easterly line of said 0.742 and 45.957 acre tracts and a westerly line of the remainders of said original Tract 1 and original Tract Two, to an iron pin set at a point of tangency;

Thence South 23° 40' 10" East, a distance of 353.83 feet, with an easterly line of said 45.957 and 40.924 acre tracts, and with a westerly line of the remainders of said original Tract Two and original Parcel Two, Tract Two conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 105, to an iron pin set;

Thence continuing with the line common to said 40.924 acre tract, the remainder of said original Parcel Two, Tract Two and the remainder of the original Parcel Two, Tract Three conveyed to Ansmil Limited Partnership by deed of record in Official Records 32225 G17 and 32225 105, the following courses and distances:

South 01° 52' 05" East, a distance of 53.85 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 105.00 feet, to an iron pin set;

South 45° 28' 15" East, a distance of 53.85 feet, to an iron pin set;

South 23° 40' 10" East, a distance of 514.24 feet, to an iron pin set at a point of curvature;

With said curve to the right, having a central angle of 08° 02' 24", a radius of 1390.00 feet, an arc length of 195.05 feet, and a chord which bears South 19° 38' 58" East, a chord distance of 194.89 feet, to an iron pin set;

South 74° 22' 14" West, a distance of 20.00 feet, to an iron pin set;

77.019 ACRES

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With a curve to the right, having a central angle of  $01^{\circ} 02' 00''$ , a radius of 1370.00 feet, an arc length of 24.71 feet, and a chord which bears South  $15^{\circ} 06' 46''$  East, a chord distance of 24.71 feet, to an iron pin set;

South  $76^{\circ} 07' 35''$  West, a distance of 82.51 feet, to an iron pin set;  
South  $70^{\circ} 47' 24''$  West, a distance of 286.15 feet, to an iron pin set;  
South  $68^{\circ} 02' 13''$  West, a distance of 159.38 feet, to an iron pin set;  
South  $82^{\circ} 20' 53''$  West, a distance of 300.01 feet, to an iron pin set;  
South  $76^{\circ} 34' 35''$  West, a distance of 307.14 feet, to an iron pin set;  
South  $82^{\circ} 47' 36''$  West, a distance of 138.56 feet, to an iron pin set;  
North  $79^{\circ} 56' 50''$  West, a distance of 85.56 feet, to an iron pin set;  
North  $71^{\circ} 18' 50''$  West, a distance of 150.01 feet, to an iron pin set;  
North  $65^{\circ} 38' 53''$  West, a distance of 208.41 feet, to an iron pin set;  
North  $57^{\circ} 48' 25''$  West, a distance of 129.32 feet, to an iron pin set;  
North  $59^{\circ} 01' 48''$  West, a distance of 170.38 feet, to an iron pin set;  
North  $67^{\circ} 18' 16''$  West, a distance of 57.59 feet, to an iron pin set;  
North  $80^{\circ} 44' 53''$  West, a distance of 8.85 feet, to an iron pin set;

Thence across said 40.924 and 45.957 acre tracts, the following courses and distances:

North  $02^{\circ} 32' 02''$  East, a distance of 270.04 feet, to an iron pin set at a point of curvature;

With said curve to the left, having a central angle of  $26^{\circ} 09' 10''$ , a radius of 600.00 feet, an arc length of 273.87 feet, and a chord which bears North  $10^{\circ} 32' 33''$  West, a chord distance of 271.50 feet, to an iron pin set;

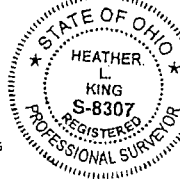
North  $23^{\circ} 37' 07''$  West, a distance of 682.05 feet, to the TRUE POINT OF BEGINNING, containing 77.019 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing record and field work performed in December, 2006.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment). Control for bearings was from coordinates of monuments FCGS 0005 RESET and FCGS 0006, having a bearing of North  $23^{\circ} 37' 07''$  West, established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



EVANS, MECHWART, HAMBLETON, & TILTON, INC.

Heather L. King  
Professional Surveyor No. 8307

5/31/07  
Date

HLK/29May07  
77\_019 ac 62116

Closure OK

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 5/27/07 BY: [Signature]

Approved, No Plat Required
City of Hilliard City Engineer
By: [Signature] Date: 8/16/07

[illegible]

CURVE	CLAYE TABLE				
	DELTA	RADIUS	ARC	CH BRG	CH
C1	59.98 70"	1.653 00'	125.99°	460.27 21" E	173.11'
C2	17.44 51"	1.512 49'	418.75°	314.27 13" E	411.10'
C3	64.07 24"	1.580 00'	193.05°	519.38 30" E	195.89'
C4	01.02 00"	1.720 00'	24.11°	513.08 46" E	24.21'
C5	24.09 10"	1.605 00'	77.5.12°	410.22 33" W	271.50'

[illegible]

**BASIS OF RECOVERY:**  
 Barges are based on the Ohio State Plane Coordinate System, South Zone, as per NAD83 (1986 Adjustment) Control for bearings as per coordinates of monuments! FCS 2003 MESE and FCS 2006, having a bearing of North 23° 37' 00" West established by the Franklin County Engineering Department, using Chain Partitioning System components and equipment.

**NOTE:**  
 this survey was prepared from existing records and an actual field survey performed in December, 2006.

**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
272581735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction  
4474 Leap Rd.  
Hilliard, OH 43026

SHIP TO Hickory Chase CB 1.0

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
377				Net 30	2/23/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Application #3	4000.00	4,000.00

**TOTAL AMOUNT 4,000.00**

**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
273011735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction  
4474 Leap Rd.  
Hilliard, OH 43026SHIP TO Hickory Chase Gatehouse  
Hilliard, OH

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
377				Net 30	4/20/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Billing for remainder of purchase order	536.25	536.25

**TOTAL AMOUNT 536.25**



**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
273021735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction  
4474 Leap Rd.  
Hilliard, OH 43026SHIP TO Hickory Chase CB 1.0  
Hilliard, OH

ACCOUNT NO.	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
377				Net 30	4/20/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Application #4	2900.00	2,900.00

**TOTAL AMOUNT 2,900.00**

**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
273371735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction Group  
4474 Leap Rd.  
Hilliard, OH 43026

SHIP TO Hickory Chase CB 1.0

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
161				Net 30	6/9/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Application #5	19750.00	19,750.00

**TOTAL AMOUNT 19,750.00**



# Ohio Glass and Aluminum Company

## NOTICE OF FURNISHING (PER R.C. 1311.05)

TO: Columbus Campus, LLC  
701 Maiden Choice Lane  
Baltimore, MD 21228

TO: Braun Construction Group, Inc.  
4474 Leap Road  
Hilliard, OH 43026

PLEASE TAKE NOTICE that the undersigned is performing certain work or labor or furnishing certain materials to Braun Construction Group, LLC, in connection with the improvements to real property located at Hickory Chase C.B. 1.0 Hilliard, Ohio. The labor, work, or materials were performed or furnished first or will be performed or furnished first on January 26, 2009.

**WARNING TO OWNER, PART OWNER, OR LESSEE: THIS NOTICE IS REQUIRED BY THE OHIO MECHANIC'S LIEN LAW. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THESE STATUTES YOU SHOULD SEEK LEGAL ASSISTANCE TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.**

Date: 5/20/09

Ohio Glass and Aluminum Company  
1735 Atlas Street  
Columbus, Ohio 43228

By: [Signature]  
Name: Michael Zook  
Title: Vice President

1735 Atlas Street  
Columbus, Ohio 43228



BRAUN CONSTRUCTION GROUP

# SUBCONTRACT AGREEMENT

JOB# 28-001-008  
COST CODE: 08-410

This Subcontract Agreement is made on

April 15, 2008

between:

**BRAUN CONSTRUCTION GROUP, INC. ("BCG"),**  
(the "Contractor")  
a Michigan Corporation

whose address is

39395 W. 12 MILE ROAD, SUITE 100  
FARMINGTON HILLS, MI 48331

And

**OHIO GLASS & ALUMINUM COMPANY**  
(the Subcontractor)  
1735 ATLAS STREET  
COLUMBUS, OH 43228

whose address is

The Contractor has made a contract for construction dated (insert date).

with (the "Owner"):

**COLUMBUS CAMPUS, LLC**  
701 MAIDEN CHOICE LANE  
BALTIMORE, MD 21228

for the project known as

**COMMUNITY BUILDING 1.0 (CB 1.0)**  
**HICKORY CHASE**  
4500 Hickory Chase Way  
Hilliard, Ohio 43026

The Contract between the Owner and the Contractor is referred to as the "Prime Contract." A copy of the Prime Contract, including all documents enumerated therein (from which compensation amounts may be deleted) has been made available to the Subcontractor.

The Architect/Engineer for the Project is:

**DORSKY, HODGSON, PARRISH, YUE**  
23240 CHAGRIN BOULEVARD, SUITE 300  
CLEVELAND, OHIO 44122

The Subcontract Price is THIRTY-NINE THOUSAND ONE HUNDRED FIFTY \*\*\*\*\*DOLLARS  
( \$39,150.00 )\*\*

subject to addition and deduction as set forth herein. Payments shall be subject to a retainage requirement equal to TEN (10%) percent of each progress payment.

Includes Performance Bond and Payment Bond Premium XXX/100 DOLLARS (\$ )

( X ) Bond not required if checked.

Drug and Alcohol Testing Site: \_\_\_\_ Yes ( X ) No

Check which category applies: MBE \_\_\_\_ WBE \_\_\_\_ Disabled \_\_\_\_ None  X

The date of commencement shall be: March 1, 2008.

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

BCG INITIAL: BCG

SUBCONTRACTOR INITIAL: MPZ

The time for performance (the "Subcontract Time") shall be per the Braun Construction Group, Inc.'s, Project Schedule (Exhibit F), subject to modifications as provided herein.

Individual phases of work under this contract are to meet milestone activity completion dates per Braun Construction Group, Inc.'s schedule attached (refer to Exhibit F) and as further detailed and updated in the future.

**Completion date: March 27, 2009**

#### **ARTICLE I - WORK TO BE PERFORMED**

Except as otherwise provided herein, Subcontractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to properly execute and complete the work identified and described in Exhibit D and Exhibit G attached hereto, the "Work" being a portion of the Work required of the Contractor under the Prime Contract. The work shall be performed by the Subcontractor in good and workmanlike manner strictly in accordance with the Subcontract Documents listed in Exhibit A attached hereto and incorporated by reference.

Subcontractor shall be bound by the terms of the Prime Contract and all documents incorporated therein, including without limitation, the General and Supplementary Conditions, and assumes toward the Contractor, with respect to Subcontractor's Work, all of the obligations and responsibilities that the Contractor, by the Prime Contract, has assumed toward the Owner. With regard to liquidated damages, the sub will only be responsible for the impact schedule created by missing milestone dates established in this subcontract.

Subcontractor has examined the Contract Documents, acknowledges the Contract Documents to be suitable for said Subcontractor's work and sufficient for their intended purposes, and agrees to perform the Subcontractor's work and complete same in full strict accordance therewith and to the entire satisfaction of Contractor, Owner and Architect.

Subcontractor shall coordinate and schedule its work to insure it is accomplished as an integrated whole with the work of the contractor, other subcontractors and separate contractors. Any labor, materials, equipment, machinery or services necessary to accomplish such integration shall be undertaken by subcontractor as part of the Subcontractors work and at no additional cost to contractor, whether or not explicitly shown or described in drawing or other contract documents. If part of subcontractor's work depends for proper execution or results upon construction or operations by the contractor, owner, another subcontractor or a separate contractor, the subcontractor shall, prior to proceeding with that portion of the subcontractor's work, promptly report any apparent discrepancies or defects in such other construction to contractor.

#### **ARTICLE II - CONTRACT PRICE**

Contractor shall pay to Subcontractor, for the full and complete performance of the Work, the Subcontract Price set forth above.

The Subcontract Price shall not be adjusted unless (a) the Contractor is entitled to and receives a corresponding adjustment in its contract price under the Prime Contract with respect to the contracted work, (b) the Subcontract Price is adjusted by Change Order as a result of changed work as provided in Article VIII hereof, or (c) the Subcontract Price is adjusted by Change Order issued by the Contractor, and approved by the Owner with or without consent of the Subcontractor, for backcharges and adjustments to the Subcontract Price permitted under this Subcontract. The Subcontractor shall promptly give written notice to the Contractor of any claim for adjustment of the Subcontract Price under this Article within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to allow Contractor to submit its request for a change order to the Owner in compliance with the Prime Contract.

#### **ARTICLE III - PROGRESS PAYMENTS**

As soon as possible after the execution hereof and prior to any payments being made hereunder, Subcontractor shall submit to Contractor a schedule of values of the various portions of the Work, including quantities if required by Contractor, which shall be in such form and supported by such data as Contractor may direct and which shall be subject to Contractor's approval, to enable Contractor to prepare a schedule of values for the entire Subcontract. Each scheduled item thirty thousand dollars (\$30,000) and greater shall be broken down by Labor and Material and shall not include Subcontractor's overhead and profit. General Conditions and Overhead and Profit shall be listed separately. Subcontractor warrants that the line item amounts set forth in the schedule of values submitted by the Subcontractor shall be accurate and truthful.

Unless the Prime Contract provides for a different schedule, on or before the 20<sup>th</sup> day of each month, Subcontractor shall submit to Contractor, an itemized progress estimate, supported by such data as Contractor may require, showing the estimated value of work completed as of the 31st day of that month, based on Subcontractor's approved schedule of values and on the conditions for payment under the Prime Contract including, without limitation, conditions relating to material delivered to and suitably stored on the Site. Such estimate shall be used in the preparation of

**BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT**

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 

Contractor's application for payment to the Owner under the Prime Contract. If the Subcontractor does not submit an itemized progress estimate by the 25th of the month complying with the requirements herein, Contractor may not, at its option, include an estimated amount in its application for payment until the following month. Contractor shall pay to Subcontractor within ten (10) days of receipt of payment from the Owner, subject to receipt of payment from the Owner, an amount equal to the value of the Subcontractor's completed Work, to the extent allowed and paid by the Owner on account of Subcontractor's Work, less all previous payments and less the retainage hereof and less any amounts withheld by the Contractor as provided herein.

If the Contractor determines that the balance of the Subcontract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Subcontract Documents, no additional payments will be due the Subcontractor under this Contract unless and until the Subcontractor, at no cost to the Contractor, performs and pays in full for, a sufficient portion of the Work so that such balance of the Subcontract Price then remaining is determined by the Contractor to be sufficient to so complete the Work.

Contractor shall have the right to withhold payment for defective work not remedied, claims of the Contractor, Owner or any other person against Subcontractor arising out of or in any way connected with the Work, or any other breach of this Subcontract. If any of the foregoing deficiencies are not promptly corrected or remedied after written notice, the Contractor may rectify the same at Subcontractor's expense and deduct all costs and expenses incurred thereby from such withheld payments. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective work.

The Subcontractor shall not stop the Work in the event of a dispute as to payments owed as long as all uncontested amounts have been paid in accordance with the Subcontract Documents.

As a condition precedent to payment to Subcontractor, Subcontractor shall submit complete waivers, releases and sworn statements from all subcontractors, material suppliers, men and laborers complying with the requirements of applicable mechanic's lien laws and such other evidence as may be required by Contractor, Owner or Owner's lender to substantiate payment.

If payment has been made by the Contractor, Subcontractor shall promptly pay its Subcontractors and laborers and material suppliers and shall not permit any liens or claims to be filed or asserted against the Project, the Owner or the Contractor by anyone furnishing labor and/or materials to the Contractor with respect to the Project. Upon three (3) days written notice to Subcontractor, the Contractor, in its sole discretion, may pay any Subcontractor, laborer or supplier of Subcontractor directly and deduct the amount of such payments from the Subcontract Price. Payment by the Contractor to any Sub-Subcontractor, laborer or supplier hereunder shall not relieve the Subcontractor of any obligations to the Contractor under this Subcontract. Contractor, in its sole discretion, may make payment by checks payable jointly to the Subcontractor and any Sub-Subcontractor, laborer or supplier of Subcontractor.

The Subcontractor agrees that Contractor shall be under no obligation to pay the Subcontractor for any work done on this construction project, until Contractor has been paid by the Owner. The provisions hereof, stating when progress and final payments are due and the amount thereof are subject to the condition that the Contractor shall receive from the Owner the progress or final payments in at least the amounts payable to the Subcontractor on account of work performed by the Subcontractor on this construction project. The Subcontractor expressly contemplates that payments to him are contingent upon Contractor receiving payment from the Owner, the Subcontractor expressly agreeing to accept the risk that he will not be paid for work performed by him in the event that Contractor is not paid by the Owner for such work. The Subcontractor states that he relies primarily for work performed on the credit and ability to pay of the Owner, and not of Contractor, and thus the Subcontractor agrees that payment by the Owner to Contractor for work performed by the Subcontractor shall be a condition precedent to any payment obligation of the Contractor to the Subcontractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractors.

Contractor may offset against any sums due subcontractor the amount of any liquidated or unliquidated obligation of subcontractor to contractor.

#### ARTICLE IV - FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Subcontract Price shall be made within thirty (30) days after the last of the following to occur (a) full completion of the Work by Subcontractor, (b) final acceptance of the Work by Owner and Architect, (c) the furnishing of satisfactory evidence by Subcontractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work and that Subcontractor neither has filed, nor has the right to maintain, a lien against the Owner, the Contractor, Contractor's surety, if any, or the Project, (d) the return of all drawings, plans and specifications to the Contractor, (e) delivery of all guarantees, warranties, bonds, instruction manuals, as built drawings, Project Record Documents and similar items required by the Prime Contract and/or this Subcontract and (f) release of retention and payment by the Owner in respect of Subcontractor's Work.

Subcontractor shall submit a final invoice to Contractor within thirty (30) days of notification from the Contractor requesting such final invoice. The Subcontractor shall attach to its final invoice all documentation required by the Subcontract Documents or requested by the Contractor to substantiate the Subcontractor's entitlement to final payment. If Subcontractor fails to submit a final invoice within thirty (30) days, the Contractor shall determine the amount of the unpaid balance of the Subcontract Price due and owing Subcontractor and the Subcontractor shall be bound by such determination and shall be deemed to have waived any right to request final payment of a different amount.

#### ARTICLE V - DATE OF COMMENCEMENT; COMPLETION

The Subcontractor's date of commencement from which the Subcontract Time is measured shall be the date this Subcontract is executed unless a different date is provided on page one of this Subcontract, or if provision is made for the date to be fixed in a notice to proceed issued by the Contractor. Substantial Completion shall be achieved within the Subcontract Time specified on page one of this Subcontract unless extended in accordance with Article VI hereof. Substantial Completion is the time by which the Work may be utilized by the Owner for the purposes for which it is intended. Final completion shall occur within the time provided in the schedule adopted by the Contractor.

Completion of the Work and its several parts within the time allocated for such Work under the Prime Contract is of the essence of this Subcontract. Therefore, Subcontractor agrees: (a) to provide at the Project Site the materials, equipment, labor and supervision necessary and to begin the Work upon Contractor's order to do so, (b) to perform the Work and all parts thereof promptly, diligently and at such time and in such order and sequence as Contractor may direct and as is required for the best possible progress of the Work whenever such Work, or any part of it, becomes available, (c) to conduct its Work and perform all activities incidental thereto so as to facilitate and so as not to interfere with or delay the Work of the Owner, the Contractor or other Subcontractors on the site, (d) to keep itself continually informed of the progress of the Project and to confer with contractor so as to plan its Work in coordinated sequence with the work of Contractor and others, (e) if the Project is divided into parts, to perform Work in several or all parts simultaneously, if directed to do so by Contractor, and (f) to furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the progress schedule prepared by the Contractor pursuant to the Prime Contract (the "Approved Progress Schedule") or any modification thereof. The Contractor reserves the right to modify any such Approved Progress Schedule with respect to the required sequence or duration of the Work or any portion thereof, and the Contractor makes no representation that Subcontractor will be able to commence, execute or complete the Work in accordance with any progress schedule.

The Subcontractor shall cooperate with the Contractor in scheduling and performing its Work to avoid conflict or interference with the work of others. Contractor and Subcontractor acknowledge and understand that the work schedule will be modified from time-to-time to work around the work of other subcontractors, in an effort to avoid conflicts or interferences in the work of Contractor and Subcontractor, and that such schedule changes do not give rise to a claim for damages by subcontractor, for delay or otherwise. If the Contractor's schedule for the Work is revised, the Subcontractor shall conform to the most recent Schedule. Subcontractor acknowledges that the Contractor's Schedule for the Work may change during the duration of the Project and that fact was taken into account by Subcontractor when it agreed to the Contract Sum and entered into this Subcontract under the terms of the conditions set forth herein. As a result, Subcontractor shall not be entitled to any additional monies as a result of such schedule changes.

Subcontractor shall furnish labor, expedite deliveries of materials and equipment, work overtime and/or a second shift and/or holidays and weekends if directed to do so by Contractor. If the Subcontractor is in default of any provision herein and the Contractor determines such items are required to maintain satisfactory job progress, such additional labor, expediting, overtime, second shift or holiday and week-end work shall be provided by Subcontractor at no cost to the Contractor. If the Subcontractor is not in default of any provision herein, the Contractor shall pay the Subcontractor the actual costs incurred by the Subcontractor to furnish additional labor and to expedite deliveries of materials and equipment, and the actual extra cost over the rate for regular time for overtime work. All such costs shall be substantiated by invoices and time slips checked and approved on a daily basis by Contractor. Subcontractor shall not be entitled to receive any amount for overhead or profit or for any inefficiencies or loss of productivity and shall not assert any claims for overhead or profit or damages due to loss of productivity or inefficiencies.

Should the Subcontractor fail to execute the Work as provided herein, thereby causing delay in the progress of the Project or delay to the work of the Contractor or others, Subcontractor shall be liable for all loss and damages, including without limitation, liquidated and consequential damages, if any, sustained by the Owner, the Contractor and/or other Contractors. If the Contractor's Work is delayed by causes beyond the control of the Subcontractor, the Subcontractor shall be liable hereunder unless Subcontractor gives written notice of the alleged delay to the Contractor within ten (10) calendar days following the start of the alleged cause beyond the control of the Contractor, or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to all Contractor to make claim for extension of time in compliance with the Prime Contract.

It is contemplated that subcontractor's performance under this subcontract may be delayed, accelerated, suspended, hindered or disrupted (a) by acts or omissions of the owner, contractor, architect, other subcontractors and other parties involved with the project, or (b) by other circumstances not caused by or within the control of subcontractor and recognized



by the contract documents as excusable conditions justifying extension of the afforded time for performing and completing subcontractor's work. In such cases, subcontractor may request an extension of time for performance and completion of the subcontractor's work. The extension of time to which subcontractor may be entitled under this paragraph shall under no circumstances exceed the extension of time granted to contractor. Furthermore, such time extension shall be subcontractor's sole and exclusive remedy in respect of its work being delayed, accelerated, suspended, hindered or disrupted. Accordingly, subcontractor shall not be entitled to recover any damage or additional compensation of any type whatsoever as a consequence thereof, notwithstanding the nature of the circumstances giving rise thereto or the extent or duration thereof, any and all such circumstances and consequences being within the contemplation of the parties.

#### ARTICLE VI PROJECT CLOSEOUT

##### (i) Operations and Maintenance Manuals

Upon reaching 75% completion according to the Subcontractor's Application for Payment, Operations and Maintenance Manuals and record copies of submittals shall be submitted.

A value of one percent (1%) of the contract amount or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the Operations and Maintenance Manuals are submitted.

##### (ii) As-Built Drawings

Mechanical and electrical Subcontractors are responsible to review as-built drawings with BRAUN CONSTRUCTION GROUP, INC.'s Project Superintendent on a weekly basis. One percent (1%) of the contract value or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the final as-built drawings are submitted.

##### (iii) Training

Subcontractors are responsible to schedule and conduct training for owner personnel through BRAUN CONSTRUCTION GROUP, INC.. Subcontractor shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. The Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to BRAUN CONSTRUCTION GROUP, INC. in the same quantities required for the Operations and Maintenance Manuals.

##### (iv) Attic Stock Materials

Upon reaching 90% completion according to the Subcontractor's application for payment, stock parts and attic stock materials shall be turned over to the Owner via BRAUN CONSTRUCTION GROUP, INC..

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required attic stock materials are submitted.

##### (v) Documents – Warranty, Asbestos Free, Smoke & Fire Spread, etc.

Upon reaching 90% completion according to the Subcontractor's application for payment, the required documents shall be submitted to BRAUN CONSTRUCTION GROUP, INC..

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required documents are submitted.

##### (vi) Punchlist

Within two (2) weeks prior to substantial completion; the Subcontractor shall submit to BRAUN CONSTRUCTION GROUP, INC. a list of incomplete work items. The list shall include room number, description of work, and date for completion.

BRAUN CONSTRUCTION GROUP, INC. will review the Subcontractor's work completion list and add items, if necessary. In the event that BRAUN CONSTRUCTION GROUP, INC.'s list comprised 25% or more items than the Subcontractors list, then a review fee of \$250.00 will be deducted from the contract sum and paid to BRAUN CONSTRUCTION GROUP, INC..

The Contractor shall provide the Subcontractor with a punch list approved by the Owner or Architect with respect to the Subcontractor's Work. Any items which are on the list which are not completed within fourteen (14) days (or fewer if so provided in the specifications or schedule) may, at the Contractor's sole option, be completed by the Contractor and the cost thereof plus ten (10%) percent shall be deducted from the Final Payment. Upon completion, the Subcontractor shall conduct a walk-through with the designated BRAUN CONSTRUCTION GROUP, INC.'s representative to confirm satisfactory completion.

In the event the punchlist is reported complete, but found not to be complete, an amount of \$1,000 will be deducted from the contract sum and paid to BRAUN CONSTRUCTION GROUP, INC.. If another (14) days pass (or fewer if so provided in the specifications or schedules) and the punchlist is not reported complete or incomplete items are discovered during a walkthrough, BRAUN CONSTRUCTION GROUP, INC. may complete the items and deduct the cost to complete the punchlist, including supervision time, and \$1,000 for administrative costs.

The final sign off of all punchlist and incomplete work items is subject to the approval of the Architect and Owner.

Payment in an amount of four (4) times the estimated value of punchlist items as determined by BRAUN CONSTRUCTION GROUP, INC. will be withheld until the punchlist is complete.

#### ARTICLE VII - EXTENSION OF TIME

If the Subcontractor shall be materially delayed in the progress of the Work, for reasons beyond the Subcontractor's control, and under such circumstances as entitle Contractor to an extension of time under the Prime Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of its Work. No such extension will be allowed unless the Subcontractor gives the Contractor written notice of the delay and claim for extension of time within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer and in such form, as may be required to allow Contractor to make claim for extension of time in compliance with the Prime Contract. The extension of time herein provided shall be Subcontractor's sole and exclusive remedy for any delay, and Subcontractor shall have no claim for damages against Contractor or Owner by reason thereof.

#### ARTICLE VIII - CHANGES

Contractor may, without invalidating the Subcontract or any bond given hereunder, order extra and/or additional work, deletions, or other modifications to the Work, such changes to be effective only upon written order of Contractor and Owner. Any adjustment to the Subcontract Price or to the time for completion of the Work shall be made in accordance with the applicable provisions of the Prime Contract and the lump sum or unit prices set forth in Exhibit E, or in the absence of such provisions, on an agreed, equitable basis. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Subcontractor shall, if directed by Contractor and Owner, nevertheless proceed in accordance with the order, and the Subcontract Price shall be adjusted as reasonable determined by Contractor with any dispute to be resolved after the completion of the Work. If requested by the Contractor and Owner, the Subcontractor shall perform extra work on a time and material basis, and the Subcontract Price shall be adjusted based on time records and material records checked by the Contractor on a daily basis.

The Subcontractor shall not receive payment for additional work or work that deviates from the Drawings and Specifications performed without a written authorization from the Contractor. The Contractor reserves the right to reject any proposal submitted by the Subcontractor to have the work done by others.

Within fourteen (14) days of receipt of direction to perform changed work, and in any event within five (5) days less than the time permitted by the Prime Contract for submission of quotations to the Owner, Subcontractor shall submit to Contractor in accordance with the specifications, the required number of copies of its quotation proposing the increase or decrease in the Subcontract Price for the changed work. The quotation shall include a detailed breakdown setting forth differences in quantity and value of labor and material costs involved and such additional cost information as may be requested by the Contractor. The Contractor's mark-up for overhead and profit shall be the percentages set forth on Exhibit E attached hereto, unless the Prime Contract provides otherwise or provides for different percentage mark-ups.

If the Subcontractor fails to submit a quotation within the time limits set forth in this Article VIII, the Contractor shall prepare a quotation with respect to the changed work proposing an estimated amount for the increase or decrease in the Subcontract Price for the changed work, and Subcontractor shall be bound by such estimate and shall be deemed to have waived any right to propose a different amount.

Should Contractor and Owner elect to have changed work performed on a time and material basis in lieu of unit prices or a negotiated lump sum, and so notifies the Subcontractor in writing, the Subcontractor shall perform the changed work at Subcontractor's actual net cost plus the mark-up for overhead and profit set forth on Exhibit E, with or without a guaranteed maximum total cost, as directed by the Contractor. All charges for time and materials shall be sustained by invoices and time slips checked and approved on a daily basis by the Contractor. The Contractor and owner shall have the right to audit Subcontractor's records with respect to the charges involved.

The time for completion of the Subcontractor's Work shall not be modified on account of changed work unless such modification is included in the quotation submitted by the Subcontractor with respect to the changed work and is authorized by Change Order. If the time for completion of the Subcontractor's Work is extended, as provided herein, any additional costs to the Subcontractor resulting therefrom shall be waived unless set forth in the quotation submitted by the Subcontractor with respect to the changed work. Furthermore, any additional costs to the Subcontractor resulting from

extensions of the time for completion of the Subcontractor's Work shall be limited to the amount received by the Contractor pursuant to the Prime Contract with respect to such extensions.

Notwithstanding any other provision of this Article VIII, or if all or any portion of the additions, deletions or revisions to the Work authorized by the Contractor in a Change Order is denied by the Architect or Owner, with the result that the Contractor does not receive any adjustment to the Subcontract Sum, the Contractor may revise, modify or withdraw the Change Order and, in such event, the Contractor shall not be liable to the Subcontractor for any claim or adjustment to the Subcontract Sum or the Subcontract Time in excess of the adjustment for the Subcontractor's Work authorized by the Owner.

Except as otherwise provided by Article VIII in respect of changes in the subcontractor's work proposed by contractor, owner or other third parties, in all circumstances whereby subcontractor desires to preserve the right to claim or recover an increase in the subcontract amount, recovery of costs or damages or extension of time, subcontractor shall, as a condition to such right, give contractor written notice thereof (i) within (10) days after the first occurrence of the event giving rise to such claim, or (ii) at least three (3) business days before the date when contractor is required by the terms of the contract documents to provide the same or similar notice to owner or other third party, whichever occurs first. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any. In no event shall subcontractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matter, circumstances or conditions that have previously been addressed by a change order or modification executed between the parties. It is further expressly agreed that under no circumstances shall any failure or delay in giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this paragraph. The provisions of this paragraph shall not be deemed to establish or enhance any rights and/or remedies against contractor or its sureties that are otherwise excluded, qualified or limited by other provisions of this subcontract, other contract documents, or by terms or conditions specified in any furnished by contractors sureties.

#### **ARTICLE IX - PROCEDURES**

Subcontractor shall strictly adhere to the procedures set forth in Exhibit B attached hereto.

#### **ARTICLE X - INSPECTIONS, DECISIONS OF ARCHITECT**

The Work shall at all times be subject to inspection by the Contractor or the Architect and the Subcontractor shall provide safe, sufficient and proper facilities for such inspections. Subcontractor shall, commencing within twenty-four (24) hours after receiving written notice from Contractor, promptly take down and remove all portions of the Work which Contractor or Architect shall condemn as unsound, improper, or in any way failing to conform to the Prime Contract or the Subcontract Documents and shall make good all Work damaged or destroyed thereby, all at Subcontractor's expense. If Subcontractor does not remove and replace such Work within five (5) days, Contractor may do so at the expense of Subcontractor. Subcontractor shall be bound by the decisions of the Architect with respect to the quality and quantity of the Work, meaning of the Subcontract Documents, meaning of the Prime Contract Documents, acceptability of persons performing the Work and other matters set forth in the Prime Contract to the same extent Contractor is bound by.

#### **ARTICLE XI - INDEMNITY**

Subcontractor agrees to indemnify, defend and hold harmless the Contractor and the Architect and the Owner and their agents and employees, from and against any claim, injury, damage, cost, expense or liability (including actual attorneys' fees), whether arising before or after completion of the Subcontractor's Work caused by, arising out of, resulting from or occurring in connection with the performance of the Work by the Subcontractor or its agents or employees, or from any activity of the Subcontractor or its agent or employees at the Site, whether or not caused in part by the active or passive negligence or other fault of a party indemnified excepting only injury to person or damage to property caused by the sole negligence of a party indemnified hereunder. In the case of claims against the Contractor, the Owner, or their agents and employees by any employee of the Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Article XI shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE XII - INSURANCE**

Subcontractor shall maintain and pay for insurance coverage of the types and with the limits set forth in Exhibit C attached hereto. Such coverage shall be maintained in form and with companies acceptable to Contractor, Architect and Owner and shall, notwithstanding the requirements of Exhibit C, meet the applicable requirements imposed by the Prime Contract any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, the Architect and the Contractor as additional insureds and shall provide for thirty (30) days notice of cancellation to Contractor and Owner. Certificates evidencing such insurance shall be delivered to Contractor prior to the commencement of the Work.

Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items not covered by Owner's or Contractor's fire policy.

The Contractor and the Subcontractor waive all rights against each other (and, in the case of the contractor against the Owner and other subcontractors) for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

#### ARTICLE XIII - WARRANTY

The Subcontractor guarantees that the Work shall be free from defects in materials and workmanship and shall conform to and meet the requirements of the Prime Contract and the Subcontract Documents and applicable code requirements and shall furnish any separate guarantee for the Work or portions thereof required under the Prime Contract or the Subcontract Documents. The Subcontractor agrees to make good, to the satisfaction of the Contractor and the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Prime Contract or the Subcontract Documents) from the date of acceptance by the Owner, the Contractor and the Architect. All warranties shall be enforceable by the Owner, or the Contractor and their respective agents or assignees. All warranties shall survive final payment to the Subcontractor.

#### ARTICLE XIV - DEFAULT

If the Subcontractor (a) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the Contractor's progress schedule as it may be modified; (b) causes stoppage or delay of or interference with the Project; (c) fails to pay its sub subcontractors, laborers, suppliers, materialmen and/or employees for work on the Project promptly; (d) fails to pay workers' compensation or other employee benefits, withholding of any other taxes; (e) fails to comply with the safety provisions of this Subcontract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (f) makes unauthorized changes in supervisory personnel; (g) fails in the performance or observance of any of the provisions of this Subcontract; or (h) shall file a voluntary petition in bankruptcy or be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then the Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- (i) Requires that Subcontractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to subcontractor's default;
- (ii) Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;
- (iii) After giving Subcontractor an additional forty-eight (48) hours written (or oral, confirmed in writing) notice, terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and
- (iv) Recover from Subcontractor all costs incurred by Contractor to complete the work plus a ten (10%) percent mark-up for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default. Contractor has the right to withhold monies from other subcontracted work with Contractor, until restitution of Subcontractor's default is made, if funds remaining under this agreement are insufficient to do so.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Subcontract Documents, or now or hereafter at law or in equity.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner and Architect and payment thereof by Owner, Contractor shall promptly pay Subcontractor the balance of the Subcontract Price, if any.

#### ARTICLE XV - SUBCONTRACTOR'S EQUIPMENT

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 

The Subcontractor shall be responsible for all unloading, moving, lifting, protection, maintenance, storage, securing and dispensing of its materials and equipment at the Project Site. The Subcontractor agrees that the Contractor's equipment and operators of such equipment will be available to the Subcontractor only at the Contractor's discretion and only on the basis of established rates or charges therefore.

#### **ARTICLE XVI - CLEAN-UP AND REMOVAL OF DEBRIS**

Unless otherwise provided herein, removal of rubbish and debris caused by Subcontractor's work shall be done by the Subcontractor whenever required by the Contractor. If such removal is not done by the Subcontractor as directed, the Contractor may do so at the Subcontractor's expense. The Project Site shall be maintained in an orderly and clean condition and the Subcontractor shall leave the Project Site, at the completion of the Subcontractor's Work, free of all rubbish and debris caused by the Subcontractor and in a condition satisfactory to the Contractor. The Contractor reserves the right to cause all unidentifiable debris to be removed from the Project Site and allocate the cost thereof, by way of back charge or otherwise among the responsible parties, as determined by the Contractor.

#### **ARTICLE XVII - ASSIGNMENT**

Subcontractor shall not assign, transfer, or further sublet this Subcontract, nor assign any monies due or to be come due hereunder, except with the prior written consent of Contractor. Any assignment of this Subcontract consented to by Contractor shall not operate to relieve Subcontractor of primary responsibility to the Contractor for the due and full performance hereof, and Subcontractor shall be liable to Contractor for all acts and omissions of Subcontractor's Sub-Subcontractors and assignees.

#### **ARTICLE XVIII - INSPECTION OF SITE**

Subcontractor represents that it has carefully inspected the Project Site and examined the Drawings and Project Manual/Specifications and other Subcontract Documents and the applicable provisions of the Prime Contract and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Subcontractor's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of applicable collective bargaining agreements, the terms of the Contract and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks there from.

#### **ARTICLE XIX - DISPUTES**

The Subcontractor agrees that Contractor shall have the sole discretion, to elect to demand arbitration with the Subcontractor for any dispute or claim arising out of, or relating to the subcontract or breach thereof or performance thereof, and if arbitration is elected by the Contractor, then the arbitration shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Arbitration proceedings shall be held in Southfield, Michigan, at the offices of the American Arbitration Association or such other place as designated by the Contractor. In the event that Contractor shall elect not to demand arbitration, then the matter shall proceed in a court of competent jurisdiction for the dispute. Subcontractor agrees that the venue for any court proceeding shall be in a court of competent jurisdiction located in the County of Macomb, State of Michigan.

The decision and award of the arbitrators shall be final and binding upon both parties and Judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The venue for any Court proceeding shall be in a court of competent jurisdiction in the State of Michigan.

#### **ARTICLE XX - TAXES AND CONTRIBUTIONS**

The Subcontract Price includes all pension, welfare, vacation, annuity and other union benefit contributions payable in connection with the Work, and all taxes of every kind that have been or may be imposed, levied, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such contributions and taxes.

#### **ARTICLE XXI - TERMINATION**

A.) In the event Contractor's contract with the Owner contains a termination for convenience clause which is exercised by the Owner, the rights, duties, and obligations of the parties herein shall be governed by the terms of the provisions of the convenience clause exercised by the owner.

B.) Contractor shall, at its sole option and discretion, have the right to terminate the Agreement for any reason whatsoever by providing the Subcontractor with a Notice of Termination to be effective upon four (4) days after receipt by Subcontractor with such notice to be sent by registered mail, return receipt requested. A termination for default of the Agreement shall, if wrongfully made, be treated as a termination for convenience under this clause. Whenever the Subcontractor is terminated for convenience under this clause or is wrongfully terminated under any other clause of this Agreement, the Subcontractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of termination, plus five (5) percent or Subcontractor shall be entitled to be paid a pro rata percentage of the total Agreement price which is equal to its percent of completion. Whichever of the two methods provides the lowest sum to be paid to the Subcontract. In no event shall the Subcontractor be entitled to assert a claim in quantum or any other measure of damage other than that stated herein.

## ARTICLE XXII - PAYMENTS

Subcontractor acknowledges that it relies on the credit and ability to pay of the Owner, and not the Contractor, for payment for work performed hereunder. Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor, the Contractor must receive payment from the Owner. If the Contractor does not receive all or any part of the payment from the Owner in respect of Subcontractor's Work, whether because of a claimed defect or deficiency in the Subcontractor's Work or for any other reason, the Contractor shall not be liable to the Subcontractor for any sums in respect thereto.

## ARTICLE XXIII - REMEDIES IN THE EVENT OF BANKRUPTCY

The Contractor and the Subcontractor acknowledge and agree that successful completion of the Work within the time and financial parameters anticipated by the terms of this Subcontract will require prompt and continued administration and performance by Subcontractor and other subcontractors and that any delay therein for any reason, including a bankruptcy proceeding respecting Subcontractor, would create immediate and irreparable harm to the Owner, the Contractor and the other subcontractors. To that end, this Subcontract contains a right to terminate in the event of bankruptcy of the Subcontractor, it being recognized that such action would be necessary to avoid and minimize such delay and consequent damage to all concerned.

If, as a matter of law, the Contractor does not have the right due to a bankruptcy proceeding involving the Subcontractor to exercise the remedies provided for in this Subcontract, then if Subcontractor, as debtor or its trustee, wishes to assume this Subcontract, in addition to curing or adequately assuring the cure of all the Subcontractor's defaults existing under this Subcontract on the date of filing of the proceedings and thereafter, the Subcontractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Subcontract.

## ARTICLE XXIV - SAFETY

The subcontractor shall at its own cost and expense protect its employees and other persons from risk of death, injury, bodily harm, and environmental release and impact arising out of or in any way connected with the subcontractor's work.

Subcontractors shall protect all persons on or near the premises from all unreasonable risks of injury that arise during or as a result of the work.

Subcontractor shall comply with all applicable environmental, health, and safety regulations or standards issued by Federal, State, or local agency having jurisdiction over the work being performed; project specific environmental, health, and safety procedures and programs required by the client; the Environmental, Health, and Safety Program of BCG; all Right to Know and similar hazard communication standards; and any safety rule or procedure required by the subcontractor's own safety program that does not conflict or provides a greater standard of protection than do the above. It is the subcontractor's responsibility to maintain awareness of any and all current and pending environmental, health, and safety legislation, regulation, or standard that applies to its work. Should new legislation, regulation, or standard take affect during the course of the subcontractor's work, the subcontractor shall bear all expense to comply with said legislation, regulation, or standard. The subcontractor shall indemnify, defend, and save the Contractor harmless from any liability, loss, cost, penalty, damage, or expense, including attorney's fees, which Contractor may incur as a result of or in any way connected with any alleged violation by subcontractor of any legislation, regulation, order, rule, requirement, or standard.

The subcontractor will absorb all costs related to corrective action necessary by BCG to ensure the subcontractor's compliance with environmental, health, and safety legislation, regulation, or standard. Such costs may include material and labor to oversee the subcontractor's safety programs, provide training, and attendance at special meetings by BCG EHS Department Staff.

Subcontractor shall provide a designated safety representative for the Work of this Subcontract. The safety representative shall have experience in safety health aspects of the construction work, shall work in improving the safety and health of people involved in, and in the proximity of, the Work of the Subcontract, and be on the job site during all normal work hours.

Subcontractor's safety representative shall, at a minimum, establish a safety program for the job site, a copy of which shall be furnished to the Contractor. The safety program shall include:

- (i) A list of general and specific safety guidelines for trade work.
- (ii) A training program for instructing each worker to recognize and avoid unsafe conditions and to apply good safety and health practices.
- (iii) A system for ensuring that machinery and equipment are operated only by qualified people.
- (iv) A system for tagging and removing unsafe machinery, equipment, tools and goods.
- (v) A system for investigating each injury and reporting its cause and the steps taken to prevent recurrence to Contractor.
- (vi) Subcontractor shall review the safety program with the Contractor before implementing it.
- (vii) A system of disciplinary action for failure to follow safety regulation.
- (viii) Designating by name all Competent and Qualified Persons required by specific Standards.

In addition to the above, the Subcontractor shall strictly comply with BCG Environmental Health & Safety program for the Project and with all safety policies and procedures of the Contractor.

The Subcontractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the manufacturer of such substance. The Subcontractor shall maintain at the Site and forward to the Contractor copies of the most current Material Safety Data Sheets with respect to each hazardous substance received, used, or stored at the Site by the Subcontractor. The Subcontractor shall immediately forward to the Contractor any updated Material Safety Data Sheets. The Subcontractor shall properly label, and inform the Contractor of, any pipes or piping systems containing hazardous substances used or maintained at the Site by the Subcontractor. Prior to the receipt of such materials at the Site, the Subcontractor shall submit a list of all materials which the Subcontractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable Federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

The Subcontractor shall not permit the use or sale of alcoholic beverages, illegal drugs or controlled substances on or about the Site, nor shall he allow any person under the influence of these to remain on the Site. The Subcontractor acknowledges and shall advise his employees and sub-subcontractors that the drinking of alcohol or use of illegal drugs or controlled substances during or before working hours (even if consumed off the Site) to be an offense justifying termination of this Subcontract for good cause.

#### **ARTICLE XXV - EQUAL EMPLOYMENT OPPORTUNITY**

Contractor is committed to non-discrimination in employment. Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, physical impairment, national origin, height, weight or marital status.

The provisions set forth herein are part of this Subcontract, and Subcontractor shall comply in full therewith. Subcontractor shall comply with all requirements of the Contractor, including without limitation, inspections, reviews and reports, to insure Subcontractor's compliance with these provisions.

#### **ARTICLE XXVI - PERFORMANCE AND PAYMENT BONDS**

At the request of the Contractor or Owner, the Subcontractor shall furnish performance and payment bonds, each on the amount of one hundred (100%) percent of the Subcontract price. The performance and payment bonds shall be issued by licensed commercial sureties, in form and substance acceptable to the Owner and Contractor, and shall be multiple obligee bonds in favor of the Owner, the Owner's lender, and the Contractor and their respective successors and assigns, and shall be increased in the event of an increase in the Subcontract price. The premium for such bonds shall be an increase to the Subcontract price.

#### **ARTICLE XXVII - MISCELLANEOUS**

(a) Subcontractor shall obtain and pay for all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof.

(b) Subcontractor shall repair all damage to the Work or the work or property of others caused by Subcontractor, except for work performed out of sequence by other subcontractors.

(c) Subcontractor hereby expressly warrants that it shall examine the work installed by others that affects Subcontractor's Work and that if any defects exist, Subcontractor shall immediately notify Contractor in writing and the Subcontractor shall not proceed until such defects are corrected or Subcontractor is given written authorization to proceed signed by an officer of Contractor. If Subcontractor fails to give notice as required herein, Subcontractor shall be deemed to have waived any claim with respect to such defects.

(d) This Subcontract and the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of this Subcontract irreconcilably conflicts with a provision of the other Subcontract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

(e) This Subcontract shall be binding upon and shall insure to the benefit of the parties hereto and their successors and permitted assigns.

(f) This Subcontract Agreement is the entire agreement between the parties and this Subcontract supersedes all negotiations or any previous written or oral representations or agreements. Except as provided in Article II with respect to backcharges and adjustments to the Subcontract Price permitted under this Subcontract, this Subcontract may be amended only by a written agreement executed by both parties.

(g) This Contract shall be null and void of no effect (1) if Contractor and the Owner do not enter into and execute the Prime Contract; (2) Contractor is unable to commence its work on the Project due to causes beyond its reasonable control; or (3) the Architect or Owner objects to the Subcontractor.

(h) No waiver by Contractor of any breach of Subcontractor or a provision of this Subcontract shall be deemed a waiver of any other provision hereof or of any subsequent breach by Subcontractor of such provision.

(i) If any provision of this Subcontract (or the application thereof) is invalid or unenforceable to any extent, the remainder of this Subcontract (and other applications thereof) shall not be affected thereby, and each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.

(j) Subcontractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the subcontractor's work, including but not restricted to conditions bearing upon transportation, existing structures, disposal, handling and storage of materials, availability of labor, water, electric power, roads or other forms of access, and uncertainties of weather, river stages, tides or similar physical conditions of the site, the conformation and conditions of the ground with the character and content of all other contracts related to the project, and the character of machinery, equipment and facilities needed preliminary to and during prosecution of the subcontractor's work. Subcontractor further acknowledges that he has satisfied himself as to the character, quality and quantity of the surface and subsurface materials, obstacles and other conditions, which may be encountered. Contractor assumes no responsibility for any conclusions or interpretations made by subcontractor on the basis of the information made available by the owner, architect or other third parties.

#### ARTICLE XXVIII - ENTIRE AGREEMENT

This Subcontract and the documents incorporated herein sets forth the entire agreement between the Contractor and the Subcontractor.

#### ARTICLE XXIX - EXHIBITS

The complete Subcontract Agreement is comprised of this Subcontract Agreement, along with the following exhibits.

- Exhibit A - Contract Documents
- Exhibit B - Procedures
- Exhibit C - Insurance Requirements
- Exhibit D - Scope of Work
- Exhibit E - Unit Prices, Alternates, Mark-Ups
- Exhibit F - Project Schedule
- Exhibit G - Site Logistics Plan

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 



ARTICLE XXIX - AUTHORITY

By his signature below, the undersigned represents that he is duly authorized to execute this Subcontract on behalf of the Subcontractor.

The Subcontractor is:

\_\_\_\_\_ an individual whose signature appears below and address appears on page 1 hereof

\_\_\_\_\_ a partnership, full name of all Partners being:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

X a corporation incorporated under the laws of the State of OHIO, for whom the undersigned is a president or executive vice president and who is authorized to sign contracts.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date set forth on page 1 hereof.

WITNESSES:

By: 

6-24-08

By: 

Tyler

CONTRACTOR:

BRAUN CONSTRUCTION GROUP, INC.  
a Michigan corporation

By: 

Dick Conway

Its: Project Manager

Dated: 6/23/08

SUBCONTRACTOR:

By:  MIKE Zeck

Its: VICE PRESIDENT

Dated: 5/22/08

EXHIBIT A  
CONTRACT DOCUMENTS  
Page 1 of 5

1. The subcontract documents consist of the following documents as Issued by Dorsky, Hodgson, Parrish, Yue, bid and permit issue dated 01/04/08.

**DORSKY, HODGSON, PARRISH, YUE**

Sheet      Description of Sheet

**ARCHITECTURAL**

00.00	Cover Sheet
00.01	Code Review Sheet
00.03	Parking Count and Phasing Diagram
00.04	Campus Wide Building Elevations
20.01	Overall Site Plan FFE- Links and Bridges
30.00	Overall First Floor Plan
30.01	Partial First Floor Plan- Area "A"
30.02	Partial First Floor Plan- Area "B"
30.03	Overall Second Floor Plan
30.04	Partial Second Floor Plan "A"
30.05	Partial Second Floor Plan "B"
30.06	Buildout First Floor Plan
30.07	Overall Roof Plan and Details
31.01	Exterior Elevations
31.02	Exterior Elevations
31.03	Link Plans and Elevations
32.01	Building Sections
32.02	Building Sections
32.03	Building Sections Through Links
33.01	Wall Sections
33.02	Wall Sections
33.03	Wall Sections
33.04	Wall Sections
33.05	Wall Sections
33.06	Wall Sections Through Links
33.07	Not Used
33.08	Plan Details
33.09	Section Details
34.01	Elevator Plan and Sections
34.02	Stair Sections, Plans and Details
35.01	Wall Type Legend
35.02	Door Schedule
35.03	Window Schedule and Window Elevations
35.04	Window Details
35.05	Door Head Jamb and Sill Details
35.06	Finish & Trim Details
36.01	Interior Elevations Reception Desk
36.02	Interior Elevations Market Place & Café

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 

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- 36.03 Interior Elevations Sub-Medical
- 36.04 Interior Elevations Mail Room and Message Boxes
- 36.05 Interior Elevations Salon and Spa
- 36.06 Interior Elevations Restaurant(Casual Specialty)
- 36.07 Interior Elevations Classroom and Music Room
- 36.08 Interior Elevations Locker and Toilet Rooms
- 36.09 Interior Elevations Additional Toilet Rooms
- 36.10 Interior Elevations Bank
- 36.11 Interior Elevations Living Room & Secondary
- 36.12 Interior Elevations Restaurant & Grand Stair
- 36.13 Interior Elevations Dining Link
- 36.14 Prefabricated Pool Structure Plan, Sections, and Elevations
- 36.15 Prefabricated Pool Structure Details
- 36.16 Cooling Tower Plan & Elevations
- 38.00 First Floor Reflected Ceiling Plan
- 38.01 Partial First Floor Plan "A"
- 38.02 Partial First Floor Plan "B & C"
- 38.03 Second Floor Reflected Ceiling Plan
- 38.04 Partial Second Floor Reflected Ceiling Plan "A"
- 38.05 Partial Second Floor Reflected Ceiling Plan "B"
- 38.06 Buildout First Floor Reflected Ceiling Plan

**INTERIORS**

- 40.01 First Floor Finish Plan
- 40.02 Second Floor Finish Plan
- 40.03 Buildout First Floor Finish Plan & Enlarged Floor Finish Plans
- 41.01 First Floor Wall Finish Plan
- 41.02 Second Floor Wall Finish Plan
- 41.03 Buildout First Floor Wall Finish Plan
- 45.00 Finish Schedule
- 45.01 Finish Schedule Notes
- 48.01 First Floor Signage Plan
- 48.02 Second Floor Signage Plan
- 48.03 Buildout First Floor Signage Plan
- 49.01 First Floor Furniture Plan
- 49.02 Second Floor Furniture Plan
- 49.03 Build-out First Floor Furniture Plan

**KITCHEN**

- 50.00 Enlarged Kitchen Plan
- 50.01 Food Service Equipment Plan
- 50.02 Food Service Plumbing Plan
- 50.03 Food Service Electrical Plan
- 50.04 Food Service Ventilation Plan
- 50.05 Food Service Elevations
- 50.06 Food Service Elevations
- 50.07 Food Service Details
- 50.08 Food Service Details

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POOL

55.00 Pool Equipment Plan and Details

Structural

60.01 Foundation Plan  
60.02 Second Floor Framing Plan  
60.03 Roof Framing Plan  
60.04 Link Framing Plans  
61.01 Section and Details  
61.02 Section and Details  
61.03 Section and Details  
61.04 Section and Details  
62.01 Section and Details  
62.02 Section and Details  
62.03 Section and Details  
63.01 Section and Details  
64.01 Section and Details  
64.02 Section and Details  
66.01 General Notes  
66.02 General Notes  
66.03 General Notes

PLUMBING

70.00 Plumbing Notes and Details  
70.01 Partial Foundation Plumbing Plan "A"  
70.02 Partial Foundation Plumbing Plan "B & C"  
70.03 Partial First Floor Plumbing Plan "A"  
70.04 Partial First Floor Plumbing Plan "B & C"  
70.05 Partial Second Floor Plumbing "A"  
70.06 Partial Second Floor Plumbing "B & C"  
70.07 Build-out First Floor Plumbing Plans  
71.01 Enlarged Boiler Room Plumbing Plan  
71.02 Enlarged Kitchen Floor Plumbing Plan  
71.03 Kitchen Schedules Notes & Details  
72.01 Plumbing Details  
72.02 Plumbing Details  
73.01 Plumbing Sanitary Riser Diagrams  
73.02 Plumbing Sanitary Riser Diagrams  
73.03 Plumbing Sanitary Riser Diagrams  
74.01 Plumbing Schedules

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**MECHANICAL**

80.00	Abbreviations and Symbols
80.01	Partial First Floor Ductwork Plan "A"
80.02	Partial First Floor Ductwork Plan "B"
80.03	Partial Second Floor Ductwork Plan "A"
80.04	Partial Second Floor Ductwork Plan "B"
80.05	Partial Attic Floor Ductwork Plan "A"
80.06	Partial Attic Floor Ductwork Plan "B"
80.07	Partial First Floor Plan "A" - HVAC Piping
80.08	Partial First Floor Plan "B" - HVAC Piping
80.09	Partial Second Floor Plan "A" - HVAC Piping
80.10	Partial Second Floor Plan "B" - HVAC Piping
80.11	Buildout First Floor HVAC Plan
80.12	First & Second Floor Link Mechanical Plan
81.01	Enlarged Boiler Room Plan- Ductwork
81.02	Enlarged Boiler Room Plan- HVAC Ductwork
81.03	Enlarged Pool Area Floor Plan
81.04	Enlarged Kitchen Floor Plan- HVAC
81.06	Enlarged First Mechanical Room Plans
81.07	Enlarged Second Mechanical Room Plans
82.01	Ductwork Details
82.02	Piping Details
82.03	Piping Details
83.01	Flow Chart - Piping Schematic
83.02	CWS & CWR Routing & Distribution Site Plan
84.01	Mechanical Schedules
84.02	Mechanical Schedules

**ELECTRICAL**

90.00	Electrical Symbols, Legend and notes
90.01	Partial First floor Lighting Plan "A"
90.02	Partial First floor Lighting Plan "B"
90.03	Partial First floor Lighting Plan "C" Pool Area
90.04	Partial Second floor Lighting Plan "A"
90.05	Partial Second floor Lighting Plan "B"
90.06	Buildout First Floor Lighting Plan "A"
90.07	Partial First Floor Power Plan "A"
90.08	Partial First Floor Power Plan "B"
90.09	Partial First Floor Power Plan "C" Pool Area
90.10	Partial Second Floor Power Plan "A"
90.11	Partial Second Floor Power Plan "B"
90.12	Build Out First Floor Power Plans
90.13	First and Second Floor Link Power & Lighting
91.01	Enlarged First Floor Power Plan

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91.02	Enlarged Second Floor Power Plan
91.03	Kitchen Equipment Power Plan
91.04	Kitchen Equipment Schedule
92.01	Electrical & Communication Conduit Routing Plan
92.02	Schematic Diagrams & Details
92.03	Electrical Details
92.04	Schematic Diagrams
92.05	Communication Details & Diagrams
93.01	One- Line Diagrams & Details
94.01	Panel Schedules
94.02	Panel Schedules
94.03	Mechanical Equipment Schedules

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PROCEDURES  
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The Work shall be performed subject to, and in strict accordance with, the following requirements:

1. The Subcontractor shall confine its materials, tools, equipment and operations to those areas specified by the Contractor and shall protect such items against damage from other subcontractors, weather, theft, vandalism and other causes.
2. Subcontractor shall submit shop drawings and other submittals in accordance with the Prime Contract or and as additionally required by the Contractor. Subcontractor shall submit a minimum of one ( 1 ) reproducible and four ( 4 ) copies of all shop drawings and other submittals for approval, and any additional copies that may be required after approval, for use by Contractor, in the format prescribed in Division 1 of the Prime Contract. Submit per schedule by Contractor or in any event in sufficient time to prevent delay. The Subcontractor shall promptly submit shop drawings and samples required to perform its Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Subcontractor's Work or the work of the Contractor or other subcontractors. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect thereto where such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay. Approval of shop drawings and other submittals by Contractor and Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the requirements of the Subcontract Documents and its responsibility for the proper matching and fitting of the Work with contiguous work.

**ALL SUBMITTALS / SHOP DRAWINGS AND SUBMITTALS SHALL BE IDENTIFIED BY PROJECT MANUAL/TECHNICAL SPECIFICATION SECTION NUMBER AND SENT DIRECTLY TO:**

**ATTENTION      *Tim Bemus, Project Engineer*  
BRAUN CONSTRUCTION GROUP, INC.  
4474 Leap Road  
Hilliard, OH 43026**

3. The Subcontractor, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from damage caused by its operations and further agrees to pay the Contractor for any damages or delay that may be caused to such work by the Subcontractor or by its agents or employees.
4. The Subcontractor shall cooperate with the Contractor and all other subcontractors whose work might interfere with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings as required by the Subcontract Documents or the Contractor or as otherwise appropriate, specifically noting and advising the Contractor of any such interference.
5. The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including "Material and Equipment Status Reports" providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.
6. All communications shall be solely through the Contractor. The Subcontractor shall not communicate directly with the Architect or Owner unless specifically authorized to do so in writing by the Contractor.
7. Subcontractor shall provide sufficient workmen, equipment and materials for the prompt and diligent execution of the work and shall not directly or indirectly employ workmen, equipment or materials that are likely to cause strikes, slowdowns or similar interruptions of the Work. Subcontractor shall comply with all wage rates, reporting obligations, safety regulations and similar requirements established under the Prime Contract and by any governmental authority having jurisdiction. Any employee of the Subcontractor may be refused admittance to the Project Site or may be requested to leave the Project Site at any time by the Contractor and the Contractor shall not be required to have or state any reason for such action. If any employee or employees of the Subcontractor are so barred from the Work, the Subcontractor shall immediately replace such employee or employees with employees satisfactory to the Contractor.
8. Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said Work and materials nor of his obligation to make good at its own expense any

**EXHIBIT B  
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defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.

9. The Subcontractor specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or the Owner, any damage to its work which occurs prior to said final acceptance.
10. Dimensions on Drawings are to be followed; the Subcontractor shall NOT scale drawings; all measurements must be checked at the premises before the Work is executed. No extra charge shall be made for changes necessitated by minor variations in the actual conditions at the Site from what is shown on Drawings.
11. The Subcontractor shall arrange for delivery of its materials so as to prevent interruptions of or delay to its Work or the work of others. Within fourteen (14) days of execution of this Subcontract, Subcontractor shall submit to the Contractor a schedule for delivery of materials, equipment and a material status report.
12. The Subcontractor shall employ, and require its sub-subcontractors to employ, only compatible labor to the end that the work of the Subcontractor and all other contractors may proceed without interference by labor disputes and without embarrassment there from to the Contractor or Owner. The Subcontractor shall be responsible for any work stoppages or union jurisdictional disputes and shall pay any additional expenses incurred by the Subcontractor or the Contractor or others as a result of any work stoppages or union disputes related to any of the Subcontractor's Work.
13. The Subcontractor shall appoint a superintendent to supervise the performance of the Subcontractor's Work at all times. The Subcontractor's superintendent shall be authorized to act on behalf of the Subcontractor and shall attend all Project meetings at the request of the Contractor. The Subcontractor's superintendent shall be designated prior to commencement of the Subcontractor's Work, and the designated superintendent shall not be substituted or replaced without the prior approval of the Contractor.
14. Except as provided otherwise herein, any notice required to be given or which may be given to the Contractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to:

Dick Conway, Project Manager  
BRAUN CONSTRUCTION GROUP, INC.  
4474 Leap Road  
Hilliard, OH 43026

until the Contractor shall otherwise advise the Subcontractor in writing. Any notice required to be given or which may be given to the Subcontractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to until the Subcontractor shall advise the Contractor in writing.

**If deemed necessary by the Contractor, the Subcontractor may be contacted on a twenty-four (24) hour basis through the following authorized persons, at the telephone numbers indicated:**

<u>NAME</u>	<u>POSITION</u>	<u>TELEPHONE NO.</u>	<u>CELL PHONE NO.</u>
1. Mike Rose	V.P.	614-348-3547	same
2.			
3.			

15. The Subcontractor shall follow the manufacturer's recommendations with respect to handling, storage and installation of materials and equipment furnished by the Subcontractor under this Subcontract. In the event of any conflict between the requirements of the Subcontract Documents and the manufacturer's recommendations, the Subcontractor shall follow the requirements producing the highest quality work.
16. The Subcontractor shall promptly furnish all information requested by the Contractor with respect to job progress and scheduling, including without limitation, detailed information regarding anticipated equipment use, anticipated manpower loading, anticipated interruption of power or other utilities, anticipated interface of the Subcontractor's



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Work with the work of others, planned safety precautions or other activities that may affect access to the Project, anticipated requirements for temporary services, planned deliveries of equipment and materials, etc. Such information shall be furnished by Subcontractor within thirty (30) days from the date of this Subcontract or sooner if requested by the Contractor.

17. The Subcontractor shall furnish and pay for all temporary heat and power, winter protection, temporary protection, temporary facilities and other items specifically required for the performance of the Subcontractor's Work.
18. In laying out its Work, the Subcontractor shall follow benchmarks established by the Contractor. The Subcontractor shall notify the Contractor immediately if the Subcontractor believes the benchmarks are inaccurate or incomplete.
19. Unless provided otherwise herein, references to days in this Subcontract shall mean calendar days.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
Page 1 of 4

- 11.1 Per Article XII of this Contract, each policy of insurance shall name the Owner, the Architect and the General Contractor as additional insureds. The subcontractor shall have its insurance company name Contractor Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Additionally insureds:

Owner:	Columbus Campus, LLC
Owner:	Erickson Retirement Communities, LLC
Architect:	Dorsky, Hodgson, Parrish, Yue-EMH&T-Kenneth Weikal
General Contractor:	BRAUN CONSTRUCTION GROUP, INC.

The certificate holder shall be named as follows: **Ashley Monahan**  
**BRAUN CONSTRUCTION GROUP, INC.**  
39395 W. 12 Mile Road, Suite 100  
Farmington Hills, MI 48331

The project name must be referenced on the certificate of insurance:

Project Name:	Hickory Chase - Community Building 1.0 (CB 1.0)
BCG Job#	28-001

- 11.1.1 The insurance requirements per the General Conditions and any Supplementary General Conditions of the Contract Documents are modified as follows:

- 11.1.2 The subcontractor prior to commencement of work, shall secure and maintain insurance from a company or companies either licensed (admitted, authorized) or unlicensed (eligible, unauthorized) and acceptable to the General Contractor. Such insurance shall remain in force until the work is completed and until the expiration of a ONE (1) year correction period. The insurance should protect the subcontractor from bodily injury including death, personal injury and property damage liability which may arise in whole or in part from the subcontractor's operations, whether such operations are by it's self or anyone directly or indirectly employed by it.

- 11.1.3 Such insurance shall cover all contractual obligations which the subcontractor has assumed, including this indemnification:

The subcontractor shall indemnify and hold harmless the General Contractor as well as the Owner of the project as well as their respective office agents, employees and assigns from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the subcontractor's work under the subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, and is caused in whole or in part by the negligent act or omission of the subcontractor or anyone directly or indirectly employed by the subcontractor or anyone for whose acts the subcontractor may be liable regardless of whether it is caused in part by the party indemnified hereunder.

- 11.1.4 Neither the subcontractor nor his insurer shall have any claim against the General Contractor to the extent the claim against the subcontractor is or should have been covered by the insurance required under the Contract Documents.

- 11.1.5 Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the project or any policy expiration date shown on the policy and the insurance certificate, whichever occurs first, terminate the policy or reduce any limits, limit or exclude coverage's therein without first mailing notice to the General Contractor by certified mail, return receipt requested. Written notice of such action must be provided at least thirty days prior to the effective date and such change.

- 11.1.6 The subcontractor shall not commence work under the contract until it has obtained all of the insurance required hereunder. Approval of the insurance by the General Contractor shall not relieve or decrease the liability of the subcontractor hereunder. In the event subcontractor fails to provide a certificate or the certificate is not valid, the subcontractor shall pay the additional premiums imposed upon the General Contractor because of such failure and the General Contractor may deduct any such items from the amounts owed the subcontractors.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**Page 2 of 4**

- 11.1.7 True and complete copies of all specified policies shall be made available to the General Contractor for inspection upon the General Contractor's request. The insurance certificate provided in the Contract shall be filed with the General Contractor. Any insurance certificate filed with the General Contractor which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected insurance certificates shall be corrected as necessary and resubmitted until approved.
- 11.1.8 **Subcontractor shall provide:**
1. Statutory Workers Compensation and Employers Liability  
\$500,000 Each Accident  
\$500,000 Disease, Each Employee  
\$500,000 Disease Policy Limit
  2. General Liability Insurance of which shall be on an occurrence basis on either an ISO '73 comprehensive general liability form or an ISO '86 commercial general liabilities form including:
    - A. Premises/Operations, Liability, and shall not exclude explosion, collapse of underground damage coverage.
    - B. Independent Contractor Liability
    - C. Products Liability/Completed Operations Liability
    - D. Broad Form Property Damage (if '73 comprehensive general liability form)  
General Liability Limits:  
General Aggregate (other than  
Products-Completed Operations) \$2,000,000 Per Project Location  
Products-Completed Operations \$2,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence Limit \$1,000,000
  3. Business Auto Liability  
Owned, Non-Owned, and Hired  
Auto Liability \$1,000,000
  4. Excess Liability \$2,000,000/Occurrence
  5. Installation floater (at General Contractor's option) covering building materials at the jobsite and in transit to the jobsite at limits commensurate with the subcontractor's materials portion of its bid.
- 11.1.9 The cost of the insurance shall be paid by the subcontractor. The subcontractor will, if required by the General Contractor, prior to starting work, provide the General Contractor with true and complete copies of the above policies as evidence that such insurance is in existence and provides at least 30 days prior written notice of cancellation to the General Contractor.
- 11.1.10 The subcontractor shall furnish the General Contractor with a valid insurance certificate confirming the insurance coverage and stating that no decrease in limits or exclusions/limitations of coverage or cancellation of the policy will be made without 30 days written notice by the insurance company to the General Contractor.
- 11.1.11 All policies shall contain a waiver of subrogation unless waived by the General Contractor. The waiver of subrogation shall be provided by the insurance carrier in favor of the Owner.
- 11.1.12 The liability insurance required of the subcontractor shall cover the risk adjacent property for collapse of structures during construction, explosion and underground liability arising out of this contract.
- 11.1.13 The subcontract shall maintain Completed Operations Liability Insurance for a minimum period of one (1) year after the issuance of a Certificate of Substantial Completion for all of the work or until the time when the incomplete corrective work is completed if this event takes longer than one year.
- 11.1.14 The subcontractor agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
Page 3 of 4

- 11.1.15 Failure to secure the insurance coverage's, or failure to comply fully with any of the insurance provisions of this Contract or failure to secure such endorsements on policies as may be necessary to carry out terms and provisions of this contract shall in no way act to relieve the subcontractor from the obligations of this Contract.
- 11.1.16 The true and complete copies called for herein shall be furnished in duplicate and shall specifically set forth evidence of all coverage's required by Article 11. The subcontractor shall furnish to the General Contractor a true and complete copy of any new endorsement that is subsequently issued limiting or reducing coverage's or limits.

EXHIBIT C  
INSURANCE REQUIREMENTS  
Page 4 of 4

ACCORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)	
PRODUCER		FAX:		<div>THIS CERTIFICATE IS ISSUED AS AMATEUR OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.</div> <div>COMPANIES AFFORDING COVERAGE TO BE DETERMINED</div> <div>COMPANY A COMPANY B COMPANY C COMPANY D</div>	
<div style="text-align: center; font-size: 2em; font-weight: bold;">SAMPLE</div>					
ATTENTION:		EXT:			
INSURED: SUBCONTRACTOR NAME (INSERT HERE)					
SUBCONTRACTOR ADDRESS (INSERT HERE)					
SUBCONTRACTOR ADDRESS (INSERT HERE)					
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE & POLICY EXPIRATION DATE (MM/DD/YY) & (MM/DD/YY)		
<b>GENERAL LIABILITY</b>					
	(X) COMMERCIAL GENERAL LIABILITY		GENERAL AGGREGATE		\$2,000,000
	CLAIMS MADE X OCCUR		PRODUCTS-COMP/OP/AGG		\$2,000,000
A		XXXXX	PERSONAL & ADV INJURY		\$1,000,000
	OWNERS & CONTRACTORS PROT		EACH OCCURRENCE		\$1,000,000
			FIRE DAMAGE (ANY ONE FIRE)		\$50,000
			MED EXP(ANY ONE PERSON)		\$5,000
<b>AUTOMOBILE LIABILITY</b>					
	(X) ANY AUTO		COMBINED SINGLE LIMIT		\$1,000,000
	ALL OWNED AUTOS		BODILY INJURY (PER PERSON)		
A	(X) SCHEDULED AUTOS	XXXXX	BODILY INJURY (PER ACCIDENT)		
	(X) HIRED AUTOS				
	(X) NON-OWNED AUTOS		PROPERTY DAMAGE		
<b>GARAGE LIABILITY</b>					
	ANY AUTO		AUTO ONLY EACH ACCIDENT		
			OTHER THAN AUTO ONLY		
			EACH ACCIDENT		
			AGGREGATE		
<b>EXCESS LIABILITY</b>		00/00/00	00/00/00	EACH OCCURRENCE	\$2,000,000
A	(X) UMBRELLA FORM	XXXXX		AGGREGATE	\$2,000,000
	OTHER THAN UMBRELLA FORM				
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		00/00/00	00/00/00	WC STATUTORY LIMITS OTHER	
A		XXXXX		EL EACH ACCIDENT	\$500,000
	THE PROPRIETOR/PARTNERS EXECUTIVE			EL DISEASE-POLICY LIMIT	\$500,000
	OFFICERS ARE:	INCL		EL DISEASE-EACH EMPLOYEE	\$500,000
		EXCL			
<b>OTHER</b>					
PROJECT: JMOC JOB #28-001 ERICKSON RETIREMENT COMMUNITIES, HICKORY CHASE, COMMUNITY BUILDING 1.0 (CB 1.0) , HILLIARD, OHIO					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
PRIMARY ADDITIONAL INSURED AS RESPECT TO GENERAL LIABILITY: BRAUN CONSTRUCTION GROUP, INC. Additional Insureds: COLUMBUS CAMPUS, LLC (OWNER) ERICKSON RETIREMENT COMMUNITIES LLC (OWNER) DORSKY, HODGSON, PARRISH, YUE (ARCHITECT) EVANS MECHWART, HAMBLETON & TILTON INC.					
CERTIFICATE HOLDER			CANCELLATION		
BRAUN CONSTRUCTION GROUP, INC. 39395 W. 12 MILE ROAD, SUITE 100 FARMINGTON HILLS, MI 48331			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
ATTENTION: ASHLEY MONAHAN					
ACCORD 25-S (1/95)			ACCORD CORPORATION 1988/LT00		

**EXHIBIT "D"**  
**SCOPE OF WORK**

1 of 2

Subcontractor shall provide labor and materials for a complete installation of **ALUMINUM ENTRANCES & STOREFRONTS, AUTOMATIC ENTRANCE DOORS, AND GLASS & GLAZING, COMPLETE**, per the plans and specifications prepared by Dorsky, Hodgson, Parrish Yue dated 01-04-08 "Bid & Permit" and as outlined in Exhibit "A" of this subcontract agreement.

All work is to comply with and adhere to, without exclusion, Specification Sections: Bidding Requirements, Contract Forms and Conditions of Lump Sum Contract, Division 1 – General Requirements, Specification Sections 07-901, 08-410, 08-460, 08-710, 08-800, including, but not limited to:

1. Furnish and install all work complete per the plans and specifications.
2. Furnish layout for all work specified herein.
3. All costs for hoisting, tools, and equipment are included.
4. All excess material created by work specified shall be removed from the site and disposed of in a legal manner.
5. Furnish and install all joint sealants inside the glass systems specified above as well as at the perimeter on the exterior and interior of the building.
6. Furnish and install all mirrors including mirrors in the fitness center.
7. Furnish and install aluminum window sill trim.
8. Furnish and install all glass and aluminum doors and frames.
9. Furnish and install all glass and aluminum systems in the types, styles, shapes, manufacturers, and finishes as indicated in the documents.
10. Furnish and install all glass and aluminum door hardware.
11. Furnish and install all related flashings as required.
12. Furnish and install all automatic entrance doors and automatic operators.
13. Furnish and install all interior glass and glazing systems.  
(In hollow metal, wood doors, windows, etc.)
14. All subcontractors are aware of and responsible for liquidated damages as called out in the specifications. Liquidated damages will be deducted from your contract only to the extent your firm does not perform, as required, on the job.
15. All costs for clean-up and dumpsters are included.
16. Provide drop down plate at entrance doors if required to keep closer bodies out of drywall.
17. Furnish and install safety glass / tempered glass as required by building codes.
18. Furnish and install all glass and aluminum systems associated with the link to RB-1.1.

**General Requirements**

1. Provide all necessary layouts from control points furnished by Braun Construction Group, Inc.
2. Clean up, remove from site and legally dispose of all debris required or caused by this work daily.
3. Provide all hoisting and scaffolding required to perform this work.
4. Temporary power for 120V equipment will be provided by Braun Construction Group, Inc. All additional power requirements to be provided by this Subcontractor.
5. Attendance is required at weekly coordination meetings conducted by Braun Construction Group, Inc. Project Superintendent.
6. Dumpster costs and associated cleanup of debris generated by this work will be assessed if not provided by Subcontractor.
7. Provide permits and costs associated with parking of Subcontractor vehicles.
8. Coordinate all operations (i.e. hoists, deliveries, overtime, utility shut offs, etc.) with BCG Project Superintendent.
9. Coordinate all work with that of other trades through the BCG Project Superintendent.
10. Perform all work in compliance with applicable codes and governmental regulations.
11. Provide all necessary resources (i.e. labor, materials, equipment, etc.) to maintain Braun Construction Group, Inc. schedule.

**BRAUN CONSTRUCTION GROUP, INC.**  
**SUBCONTRACT AGREEMENT**

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 

## EXHIBIT "D"

### SCOPE OF WORK

2 of 2

#### Safety Requirements

1. Submit M.S.D.S. sheets prior to start of all related work.
2. Conduct weekly "Toolbox Safety Meetings" and submit minutes to Braun Construction Group, Inc.'s Project Superintendent.
3. **Hardhats are mandatory** for the duration of the project, at any location exposed to construction activities (non-complying employees will be asked to leave the site.)
4. Attendance at monthly safety meetings conducted by Braun Construction Group, Inc.'s Project Superintendent is mandatory.
5. Two (2) copies of the Subcontractor's safety program shall be submitted to the Project Superintendent prior to start of work.
6. Safety Program Commitment Agreement – must be submitted no later than 1 week after mobilizing to the jobsite
7. Environmental Method Statement – must be submitted no later than 1 week after mobilizing to the jobsite.
8. Monthly Subcontractor Reports – due to the BCG Superintendent by the 5<sup>th</sup> of the month for the previous month (i.e. August reporting due by September 5<sup>th</sup>.)
9. Pre-Task EHS Plan – Before any work begins, subcontractor supervision will analyze each task to be performed and identify the work sequences, hazards, environmental impacts and controls necessary to reduce worker exposures. A Pre-Task Environmental, Health and Safety Plan will be completed daily for every specialized or high hazard task to be performed on this project.
10. Emergency Contacts – a list of emergency contacts and telephone numbers must be submitted to the BCG Superintendent prior to the commencement of work.

**EXHIBIT E**  
**UNIT PRICES, ALTERNATES, MARK-UPS**

**1. UNIT PRICES:**

The following unit pricing includes all necessary material, labor, overhead, profit, and applicable taxes.

N/A

**ADDITIONAL PRICES TO BE PROVIDED AS REQUESTED:**

Unless the Agreement Between Owner and General Contractor provides otherwise, unit prices include all charges for fee, layout, supervision, and overhead (field and home office), general conditions items, labor, general expenses, transportation, taxes, insurance, profit, materials (with allowance for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins), and other associated costs and charges for work-in-place. These unit prices will be applied to net increases or decreases in quantities of the same item.

The foregoing unit prices shall not be subject to change during the period from March 1, 2008 through March 27, 2009.

**2. ALTERNATES**

N/A

**3. MARK UP**

N/A

Unless the Agreement Between Owner and General Contractor provides for difference mark-ups, the Subcontractor shall be entitled to the following percentages for supervision, overhead, insurance, and profit on changed work, as more particularly set forth in Article VIII of the Contract.

**Additions to the contract shall be billed at actual cost plus fifteen percent (15%) on work by Subcontractors own forces and seven and one half percent (7.5%) on work by Subcontractors sub-tier Contractors.**





Hickory Chase Retirement Community CB-1.0 - Hilliard, Ohio



Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var	2008												2009				
						APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
CONCRETE FOUNDATIONS																						
Northeast Concrete Construction																						
1090	FOUNDATION RE-STEEL SHOP DRWG. APPROVAL	10d	02APR08 A	11APR08	0																	
1350	FABRICATE & DELIVER RE-STEEL	15d	08APR08	28APR08	0																	
2690	ESTABLISH FOUNDATION CONTROL & MOBILIZE	2d	15APR08 *	16APR08	0																	
1460	PORTA COCHERE FOOTINGS/PIERS	5d	16APR08	22APR08	0																	
1360	EXTERIOR WALL FOOTINGS	15d	18APR08	08MAY08	0																	
1370	INTERIOR COLUMN/ELEVATOR FOOTINGS/PIERS	10d	23APR08	06MAY08	0																	
1420	MECHANICAL ROOM FOOTINGS	5d	25APR08	01MAY08	0																	
1410	LOADING DOCK FOOTINGS/WALLS	5d	02MAY08	08MAY08	0																	
1430	COOLING TOWER/TRELLIS FOOTINGS/PIERS	5d	09MAY08	15MAY08	0																	
2700	LINK TO RB-1.1 FOOTINGS	5d	16MAY08	22MAY08	0																	
1320	SET LEVELING NUTS	5d	23MAY08	30MAY08	0																	
CONCRETE FLATWORK																						
Northeast Concrete Construction																						
1010	CONCRETE SLAB-ON GRADE	6d	09JUN08	16JUN08	0																	
1400	MECHANICAL ROOM SLAB-ON-GRADE	4d	17JUN08	20JUN08	0																	
1100	PLACE & FINISH DEPRESSED COMPOSITE	6d	15JUL08	22JUL08	0																	
1490	PLACE & FINISH REMAINING COMPOSITE	8d	23JUL08	01AUG08	0																	
1450	CONCRETE HOUSEKEEPING PADS	4d	04AUG08	07AUG08	0																	
MASONRY																						
Karstl & Sons, Inc.																						
1440	MASONRY FOUNDATION WALLS	20d	28APR08	23MAY08	0																	
1870	SOUTH ELEVATION	15d	08AUG08	28AUG08	0																	
1880	EAST ELVATION	20d	29AUG08	26SEP08	0																	
1890	WEST ELEVATION	15d	29SEP08	17OCT08	0																	
1940	FIREPLACE	5d	14OCT08	20OCT08	0																	
1900	NORTH ELEVATION	15d	20OCT08	07NOV08	0																	
1910	COOLING TOWER ENCLOSURE	10d	10NOV08	21NOV08	0																	
1930	PORTE COCHERE	5d	24NOV08	01DEC08	0																	
3080	BRICK/STONE CLEANING	10d	25NOV08	09DEC08	0																	
STRUCTURAL STEEL																						

## PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

## EXHIBIT "F"

## PROJECT SCHEDULE

Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var
Emerson Lumber Company					
1760	INSTALL INTERIOR HOLLOW METAL DOOR	10d	08APR08	21APR08	0
1920	INSTALL HM MASONRY DOOR FRAMES	2d	19MAY08	20MAY08	0
2710	INSTALL HM MASONRY VENEER FRAMES	2d	08AUG08	11AUG08	0
1050	INSTALL DOORS & HARDWARE	10d	19DEC08	05JAN09	0
Hardware Supplier					
1810	PREPARE HOLLOW METAL DOOR & HARDWARE	20d	08APR08	05MAY08	0
1820	HM DOOR & HARDWARE SHOP DRAWING	10d	06MAY08	19MAY08	0
1840	FABRICATE & DELIVER HOLLOW METAL DOOR	25d	20MAY08	24JUN08	0
1830	FABRICATE & DELIVER DOORS & HARDWARE	60d	25JUN08	18SEP08	0
INTERIOR FINISHES					
Columbus Drywall, Inc.					
2540	1st LEVEL PARTITION LAY-OUT	10d	23JUL08	05AUG08	0
2460	1st LEVEL INTERIOR PARTITION FRAMING	15d	11AUG08	29AUG08	0
2570	1st LEVEL CEILING/SOFFIT FRAMING	10d	02SEP08	15SEP08	0
2580	2nd LEVEL PARTITION LAY-OUT	7d	09SEP08	17SEP08	0
2610	1st LEVEL ACOUSTIC INSULATION	5d	11SEP08	17SEP08	0
2480	HANG 1st LEVEL PARTITION DRYWALL	20d	18SEP08	15OCT08	0
2590	2nd LEVEL KITCHEN WALL FRAMING	5d	23SEP08	29SEP08	0
2470	2nd LEVEL INTERIOR PARTITION FRAMING	10d	30SEP08	13OCT08	0
2600	2nd LEVEL CEILING/SOFFIT FRAMING	25d	14OCT08	17NOV08	0
2620	2nd LEVEL ACOUSTIC INSULATION	5d	16OCT08	22OCT08	0
2630	TAPE, FINISH & SAND 1st LEVEL DRYWALL	20d	16OCT08	12NOV08	0
2490	HANG 2nd LEVEL PARTITION DRYWALL	20d	23OCT08	19NOV08	0
2650	1st ACOUSTIC CEILING GRID	15d	13NOV08	04DEC08	0
2640	TAPE, FINISH & SAND 2nd LEVEL DRYWALL	20d	20NOV08	18DEC08	0
2670	DROP 1st LEVEL ACOUSTIC CEILING PADS	10d	16DEC08	30DEC08	0
2660	2nd LEVEL ACOUSTIC CEILING GRID	15d	19DEC08	12JAN09	0
2680	DROP 2nd LEVEL ACOUSTIC CEILING PADS	10d	22JAN09	04FEB09	0
Painting Contractor					
3150	PRIME 1st LEVEL INTERIOR PARTITIONS	5d	13NOV08	19NOV08	0
3170	FINISH PAINT 1st LEVEL INTERIOR PARTITIONS	15d	20NOV08	11DEC08	0
3190	1st LEVEL WALL COVERING	15d	12DEC08	05JAN09	0
3160	PRIME 2nd LEVEL INTERIOR PARTITIONS	5d	19DEC08	26DEC08	0
3180	FINISH PAINT 2nd LEVEL INTERIOR PARTITIONS	15d	29DEC08	19JAN09	0
3200	2nd LEVEL WALL COVERING	15d	20JAN09	09FEB09	0

# Braun Construction Group Preliminary Construction Schedule

<input type="checkbox"/>	Early bar
<input type="checkbox"/>	Progress bar
<input type="checkbox"/>	Critical bar
<input type="checkbox"/>	Summary bar
<input type="checkbox"/>	Start milestone point
<input type="checkbox"/>	Finish milestone point

# EXHIBIT "F"

		2008												2009													
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY												
Flooring Contractor																											
3210	1st LEVEL VCT FLOORING ACTIVITIES	10d	20NOV08	04DEC08	0																						
3250	1st LEVEL CERAMIC FLOORING	10d	02DEC08	15DEC08	0																						
3230	1st LEVEL CARPET ACTIVITIES	15d	12DEC08	05JAN09	0																						
3270	KITCHEN QUARRY TILE FLOORING	30d	16DEC08	28JAN09	0																						
3220	2nd LEVEL VCT FLOORING ACTIVITIES	5d	29DEC08	05JAN09	0																						
3240	2nd LEVEL CARPET ACTIVITIES	15d	20JAN09	09FEB09	0																						
3260	2nd LEVEL CERAMIC FLOORING	10d	29JAN09	11FEB09	0																						
1800	INSTALL INTERIOR WOOD BLOCKING	10d	02SEP08	15SEP08	0																						
1730	PREPARE MILLWORK SHOP DRAWINGS	20d	16OCT08	12NOV08	0																						
1740	MILLWORK SHOP DRAWING APPROVAL	10d	13NOV08	26NOV08	0																						
1750	FABRICATE & DELIVER MILLWORK	30d	28NOV08	12JAN09	0																						
1710	INTERIOR WOOD TRIM	30d	12DEC08	26JAN09	0																						
1720	INSTALL MILLWORK	20d	06JAN09	02FEB09	0																						
FOOD SERVICE EQUIPMENT																											
1195	AWARD FOOD SERVICE CONTRACT	15d	08APR08	28APR08	0																						
1185	PREPARE STAINLESS SHOP DRAWINGS	40d	29APR08	24JUN08	0																						
1966	PREPARE BUY-OUT BOOKS & SHOP DRAWINGS	30d	29APR08	10JUN08	0																						
1985	REVIEW & APPROVE BUY-OUT BOOKS	10d	11JUN08	24JUN08	0																						
1415	REVIEW & APPROVE STAINLESS SHOP	10d	25JUN08	09JUL08	0																						
1425	FABRICATE & DELIVER STAINLESS FLOOR	30d	10JUL08	20AUG08	0																						
2505	FABRICATE & DELIVER STAINLESS STEEL	50d	10JUL08	30JUL08	0																						
2525	FIELD MEASURE FOR WALK-IN BOXES	2d	23SEP08	24SEP08	0																						
2545	FABRICATE & DELIVER WALK-IN BOXES	25d	25SEP08	29OCT08	0																						
2515	FABRICATE & DELIVER KITCHEN EXHAUST	30d	29SEP08	07NOV08	0																						
3110	INSTALL DUROCK STARTER STRIP	5d	16OCT08	22OCT08	0																						
3120	INSTALL FRP BACK-UP SHEATHING	5d	23OCT08	29OCT08	0																						
2555	INSTALL WALK-IN BOXES	5d	30OCT08	05NOV08	0																						
3130	INSTALL KITCHEN FRP WALL PANELS	7d	30OCT08	07NOV08	0																						
2565	ROUGH-IN REFRIGERATION PIPING	5d	04NOV08	10NOV08	0																						
2535	INSTALL KITCHEN EXHAUST HOODS &	5d	10NOV08	14NOV08	0																						
2605	INSTALL STAINLESS STEEL EQUIPMENT	10d	17NOV08	01DEC08	0																						
3140	INSTALL KITCHEN ACOUSTIC CEILING GRID	5d	24NOV08	01DEC08	0																						
1180	KITCHEN/FOOD SERVICE EQUIPMENT	40d	13JAN09	09MAR09	0																						

**PROJECT SCHEDULE**

AWARD FOOD SERVICE CONTRACT  
 PREPARE STAINLESS SHOP DRAWINGS  
 PREPARE BUY-OUT BOOKS & SHOP DRAWINGS  
 REVIEW & APPROVE BUY-OUT BOOKS  
 REVIEW & APPROVE STAINLESS SHOP DRAWINGS  
 FABRICATE & DELIVER STAINLESS FLOOR TROUGHS  
 FABRICATE & DELIVER STAINLESS STEEL EQUIPMENT  
 FIELD MEASURE FOR WALK-IN BOXES  
 FABRICATE & DELIVER WALK-IN BOXES  
 FABRICATE & DELIVER KITCHEN EXHAUST HOODS  
 INSTALL DUROCK STARTER STRIP  
 INSTALL FRP BACK-UP SHEATHING  
 INSTALL WALK-IN BOXES  
 INSTALL KITCHEN FRP WALL PANELS  
 ROUGH-IN REFRIGERATION PIPING  
 INSTALL KITCHEN EXHAUST HOODS & SUPPORTS  
 INSTALL STAINLESS STEEL EQUIPMENT  
 INSTALL KITCHEN ACOUSTIC CEILING GRID  
 KITCHEN/FOOD SERVICE EQUIPMENT

☐ Early bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar  
 Start milestone point  
 Finish milestone point

## Braun Construction Group Preliminary Construction Schedule

Data date	08APR08
Run date	21APR08
Filter	All activities
Page number	4A
Page count	9A
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**EXHIBIT "F"**

## Braun Construction Group Preliminary Construction Schedule

# EXHIBIT "F"

## PROJECT SCHEDULE

Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var	2008	2009
1500	DRILL ELEVATOR CASINGS	8d	09MAY08	20MAY08	0	APR	MAY
1860	FABRICATE & DELIVER ELEVATORS	100d	30JUL08	18DEC08	0	JUN	JUL
1510	INSTALL ELEVATOR RAILS & HOIST BEAMS	5d	19DEC08	26DEC08	0	AUG	SEP
1520	INSTALL ELEVATOR PLATFORMS	5d	29DEC08	05JAN09	0	OCT	NOV
1530	INSTALL ENTRANCE DOORS & FRAMES	15d	06JAN09	26JAN09	0	DEC	JAN
1540	INSTALL ELEVATOR CABS/FINISHES	10d	27JAN09	09FEB09	0	FEB	MAR
1550	INSTALL ELEVATOR CONTROLS	10d	10FEB09	23FEB09	0	APR	MAY
1560	FINAL ADJUST & TEST ELEVATORS	5d	24FEB09	02MAR09	0	JUN	JUL
1570	OBTAIN STATE ELEVATOR INSPECTION	5d	03MAR09	09MAR09	0	AUG	SEP
FIRE PROTECTION							
Tristar Fire Protection							
2960	1st LEVEL FIRE PROTECTION ROUGH-IN	20d	04AUG08	29AUG08	0	APR	MAY
3020	ATTIC FIRE PROTECTION PIPING	20d	25AUG08	22SEP08	0	JUN	JUL
2970	2nd LEVEL FIRE PROTECTION ROUGH-IN	20d	09SEP08	06OCT08	0	AUG	SEP
2980	1st LEVEL HYDROSTATIC TEST	2d	16SEP08	17SEP08	0	OCT	NOV
3030	ATTIC HYDROSTATIC TEST	2d	23SEP08	24SEP08	0	NOV	DEC
3000	2nd LEVEL HYDROSTATIC TEST	2d	18NOV08	19NOV08	0	JAN	FEB
3050	ADJUST 1st LEVEL HEADS	10d	20NOV08	04DEC08	0	MAR	APR
3060	ADJUST 2nd LEVEL HEADS	10d	29DEC08	12JAN09	0	MAY	JUN
PLUMBING							
1110	M.E.P. ROUGH-IN	100d	23JUN08	11NOV08	0	JUL	AUG
1140	M.E.P. FINISHES	75d	23OCT08	09FEB09	0	SEP	OCT
Freeland Contracting Company							
1115	INSTALL 1st LEVEL PLUMBING FIXTURES & TRIM	10d	08APR08	21APR08	0	NOV	DEC
1155	INSTALL 2nd LEVEL PLUMBING FIXTURES & TRIM	10d	22APR08	05MAY08	0	JAN	FEB
1075	UNDERGROUND PLUMBING ROUGH-IN	20d	09MAY08	06JUN08	0	MAR	APR
1135	1st LEVEL OVERHEAD PLUMBING ROUGH-IN	15d	11AUG08	29AUG08	0	MAY	JUN
1085	1st LEVEL IN-WALL PLUMBING ROUGH-IN	15d	18AUG08	08SEP08	0	JUL	AUG
1095	IN-WALL KITCHEN ROUGH-IN	10d	30SEP08	13OCT08	0	SEP	OCT
1125	2nd LEVEL IN-WALL PLUMBING ROUGH-IN	10d	14OCT08	27OCT08	0	OCT	NOV
1145	ABOVE CEILING KITCHEN ROUGH-IN	15d	14OCT08	03NOV08	0	NOV	DEC
1105	KITCHEN EQUIPMENT FINAL CONNECTIONS	10d	24FEB09	09MAR09	0	DEC	JAN
HEATING, VENTILATING & AIR CONDITIONING							
Metro Heating and Air Conditioning							
2170	PREPARE COOLING TOWER SHOP DRAWINGS	10d	01APR08 A	14APR08	0	APR	MAY

<b>Braun Construction Group</b> <b>Preliminary Construction Schedule</b>				<input type="checkbox"/> Early bar <input type="checkbox"/> Progress bar <input type="checkbox"/> Critical bar <input type="checkbox"/> Summary bar <input type="checkbox"/> Start milestone point <input type="checkbox"/> Finish milestone point
Data date 08APR08 Run date 21APR08 Filter All activities Page number 6A Page count 9A © Primavera Systems, Inc.				

# EXHIBIT "F"

## PROJECT SCHEDULE

Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var	2008	2009
						APR	MAY
						JUN	JUL
						AUG	SEP
						OCT	NOV
						DEC	JAN
						FEB	MAR
						APR	MAY
2210	PREPARE HEAT PUMP SUBMITTALS	10d	01APR08 A	14APR08	0		
2250	PREPARE BOILER SUBMITTAL	10d	01APR08 A	14APR08	0		
2330	PREPARE PUMP SUBMITTAL	10d	01APR08 A	14APR08	0		
2290	PREPARE LOUVER SUBMITTAL	10d	09APR08	22APR08	0		
2180	COOLING TOWER SHOP DRAWING APPROVAL	10d	15APR08	28APR08	0		
2220	HEAT PUMP SUBMITTAL APPROVAL	10d	15APR08	28APR08	0		
2260	BOILER SUBMITTAL APPROVAL	10d	15APR08	28APR08	0		
2340	PUMP SUBMITTAL APPROVAL	10d	15APR08	28APR08	0		
2300	LOUVER SUBMITTAL & COLOR APPROVAL	10d	23APR08	06MAY08	0		
2190	FABRICATE & DELIVER COOLING TOWERS	80d	29APR08	20AUG08	0		
2230	FABRICATE & DELIVER HEAT PUMPS	70d	29APR08	08AUG08	0		
2270	FABRICATE & DELIVER BOILERS	80d	29APR08	20AUG08	0		
2350	FABRICATE & DELIVER PUMPS	80d	29APR08	20AUG08	0		
2310	FABRICATE & DELIVER LOUVERS	60d	07MAY08	31JUL08	0		
2320	INSTALL LOUVERS	5d	01AUG08	07AUG08	0		
1590	1st LEVEL DUCTWORK ROUGH-IN	30d	04AUG08	15SEP08	0		
2240	SET HEAT PUMPS	5d	07AUG08	13AUG08	0		
2200	INSTALL COOLING TOWERS	1d	21AUG08	21AUG08	0		
2280	INSTALL BOILERS	1d	21AUG08	21AUG08	0		
2360	INSTALL PUMPS WITHIN BOILER ROOM	1d	21AUG08	21AUG08	0		
2420	FIELD MEASURE BOILER FLUE PIPING	1d	22AUG08	22AUG08	0		
2430	FABRICATE & DELIVER BOILER FLUE PIPING	20d	25AUG08	22SEP08	0		
1970	1st LEVEL HEAT PUMP DUCT CONNECTIONS	10d	02SEP08	15SEP08	0		
1960	KITCHEN DUCTWORK ROUGH-IN	15d	09SEP08	29SEP08	0		
2440	INSTALL BOILER FLUE PIPING	8d	23SEP08	02OCT08	0		
1950	2nd LEVEL DUCTWORK ROUGH-IN	15d	30SEP08	20OCT08	0		
2390	INSULATE 2nd LEVEL DUCTWORK	15d	30SEP08	20OCT08	0		
1980	2nd LEVEL HEAT PUMP DUCT CONNECTIONS	10d	07OCT08	20OCT08	0		
2380	INSULATE 1st LEVEL DUCTWORK	15d	07OCT08	27OCT08	0		
1965	FINAL KITCHEN EXHAUST HOOD CONNECTIONS	5d	17NOV08	21NOV08	0		
2450	ENERGIZE HVAC EQUIPMENT FOR TEMPORARY	0		17NOV08 *	0		
2020	1st LEVEL GRILLES & DIFFUSERS	10d	28NOV08	11DEC08	0		
2370	INSTALL POOL ENCLOSURE DUCTWORK	5d	10DEC08	16DEC08	0		
2030	2nd LEVEL GRILLES & DIFFUSERS	10d	06JAN09	19JAN09	0		
2040	KITCHEN GRILLES & DIFFUSERS	4d	07JAN09	12JAN09	0		

Data date	08APR08
Run date	21APR08
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### Braun Construction Group Preliminary Construction Schedule

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- ☐ Progress bar
- ☐ Critical bar
- ☐ Summary bar
- ☐ Start milestone point
- ☐ Finish milestone point



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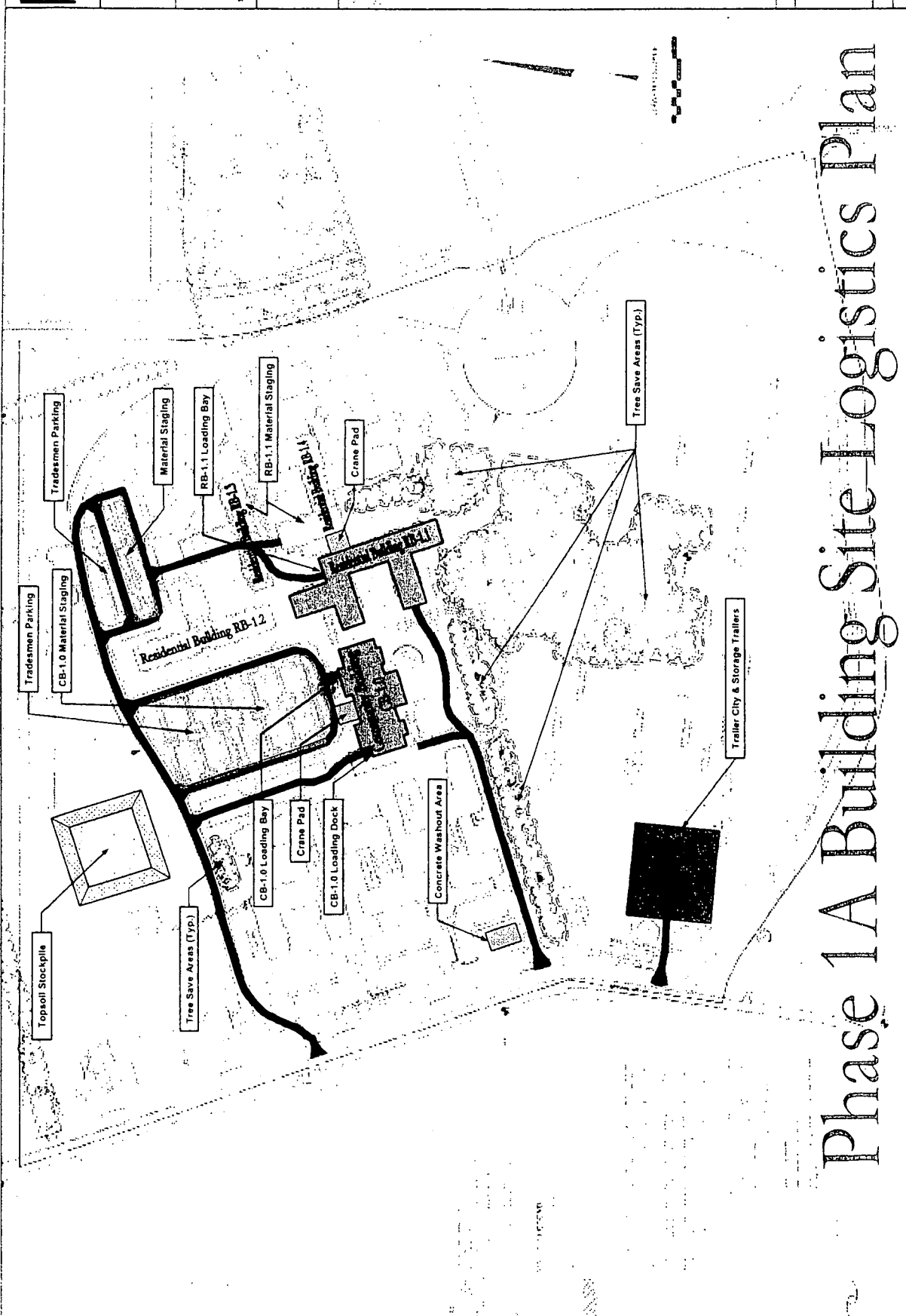


BRAUN CONSTRUCTION GROUP

HICKORY  
CHASE

# EXHIBIT "G" SITE LOGISTICS PLAN

Project Location Map



## Phase 1A Building Site Logistics Plan



2008							2009																							
							APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY										
Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var																									
2950	INSTALL KITCHEN LIGHT FIXTURES	10d	02DEC08	15DEC08	0																									
2940	DROP 2nd LEVEL LAY-IN LIGHT FIXTURES	15d	29DEC08	19JAN09	0																									
INSPECTIONS																														
Hilliard Building Department																														
3090	ROOF TRUSS INSPECTION	2d	08SEP08	09SEP08	0																									
2870	1st LEVEL IN-WALL MEP INSPECTION	2d	09SEP08	10SEP08	0																									
2880	IN-WALL KITCHEN MEP INSPECTION	2d	14OCT08	15OCT08	0																									
2890	2nd LEVEL IN-WALL MEP INSPECTION	2d	28OCT08	29OCT08	0																									
2900	1st LEVEL ABOVE CEILING INSPECTION	2d	12DEC08	15DEC08	0																									
2910	2nd LEVEL ABOVE CEILING INSPECTION	2d	20JAN09	21JAN09	0																									
Norwich Township Fire Department																														
2990	1st LEVEL FIRE PROTECTION INSPECTION	2d	18SEP08	19SEP08	0																									
3040	ATTIC FIRE PROTECTION INSPECTION	2d	25SEP08	26SEP08	0																									
3010	2nd LEVEL FIRE PROTECTION INSPECTION	2d	20NOV08	21NOV08	0																									
FURNITURE, FIXTURES & EQUIPMENT																														
Hickory Chase																														
1170	MOVE-IN FIXTURES, FURNITURE & EQUIPMENT	20d	24FEB09	23MAR09	0																									
2920	INSTALL DRAPERIES	10d	24FEB09	09MAR09	0																									
LANDSCAPING																														
1220	LANDSCAPING ACTIVITIES	40d	06OCT08 *	01DEC08	0																									
TURNOVER ACTIVITIES																														
Hilliard Building Department																														
1200	FINAL INSPECTIONS	10d	10MAR09	23MAR09	0																									
1190	PUNCHLIST	20d	10FEB09	09MAR09	0																									
1210	OBTAIN CERTIFICATE of OCCUPANCY	5d	23MAR09	27MAR09	0																									

PROJECT SCHEDULE	
LANDSCAPING ACTIVITIES	
FINAL INSPECTION	
PUNCHLIST	
OBTAIN CERTIFICATE	

Data date 08APR08	
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Braun Construction Group	
Preliminary Construction Schedule	
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Summary bar	
Start milestone point	
Finish milestone point	

Braun Construction Group  
 Preliminary Construction Schedule

Data date	08APR08
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Page number	9A
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<input type="checkbox"/> Progress bar	
<input type="checkbox"/> Critical bar	
<input type="checkbox"/> Summary bar	
<input type="checkbox"/> Start milestone point	
<input type="checkbox"/> Finish milestone point	

# EXHIBIT "F"

## PROJECT SCHEDULE

Act ID	Description	Orig Dur	Early Start	Early Finish	Fin Var	2008	2009
1150	TESTING & BALANCING	20d	10FEB09	09MAR09	0		
2160	SYSTEMS VERIFICATION	20d	10MAR09	06APR09	0		
(Metro)							
1990	1st LEVEL HVAC PIPING	40d	04AUG08	29SEP08	0		
2010	BOILER ROOM HVAC PIPING	40d	02SEP08	27OCT08	0		
2100	PREPARE RUNTAL RADIATION SUBMITTALS	10d	03SEP08	16SEP08	0		
2080	1st LEVEL HEAT PUMP PIPING	15d	09SEP08	29SEP08	0		
2110	RUNTAL RADIATION SUBMITTAL & COLOR	10d	17SEP08	30SEP08	0		
2000	2nd LEVEL HVAC PIPING	20d	30SEP08	27OCT08	0		
2410	INSULATE 2nd LEVEL HVAC PIPING	15d	30SEP08	20OCT08	0		
2120	FIELD MEASURE RUNTAL RADIATION	1d	01OCT08	01OCT08	0		
2130	FABRICATE & DELIVER RUNTAL RADIATION	65d	02OCT08	05JAN09	0		
2400	INSULATE 1st LEVEL HVAC PIPING	15d	07OCT08	27OCT08	0		
2090	2nd LEVEL HEAT PUMP PIPING	15d	14OCT08	03NOV08	0		
2140	INSTALL 1st LEVEL RUNTAL RADIATION	4d	06JAN09	09JAN09	0		
2150	INSTALL 2nd LEVEL RUNTAL RADIATION	8d	10FEB09	19FEB09	0		
ELECTRICAL							
Accurate Electric Construction							
1260	PREPARE EMERGENCY GENERATOR	10d	08APR08	21APR08	0		
2750	PREPARE SWITCHGEAR SUBMITTAL	10d	08APR08	21APR08	0		
2780	PREPARE POWER PACKAGE SUBMITTAL	10d	08APR08	21APR08	0		
2810	PREPARE LIGHT FIXTURE SUBMITTAL	10d	08APR08	21APR08	0		
2730	EMERGENCY GENERATOR SUBMITTAL	10d	22APR08	05MAY08	0		
2760	SWITCHGEAR SUBMITTAL APPROVAL	10d	22APR08	05MAY08	0		
2790	POWER PACKAGE SUBMITTAL APPROVAL	10d	22APR08	05MAY08	0		
2820	LIGHT FIXTURE SUBMITTAL APPROVAL	10d	22APR08	05MAY08	0		
2740	FABRICATE EMERGENCY GENERATOR	80d	06MAY08	27AUG08	0		
2770	FABRICATE & DELIVER SWITCHGEAR	80d	06MAY08	27AUG08	0		
2800	FABRICATE & DELIVER POWER EQUIPMENT	50d	06MAY08	16JUL08	0		
2830	FABRICATE LIGHT FIXTURES	100d	06MAY08	25SEP08	0		
1070	UNDERGROUND ELECTRICAL ROUGH-IN	20d	09MAY08	06JUN08	0		
2840	1st LEVEL ELECTRICAL IN-WALL ROUGH-IN	15d	18AUG08	08SEP08	0		
2850	IN-WALL KITCHEN ELECTRICAL ROUGH-IN	10d	30SEP08	13OCT08	0		
2860	2nd LEVEL IN-WALL ELECTRICAL ROUGH-IN	10d	14OCT08	27OCT08	0		
2930	DROP 1st LEVEL LAY-IN LIGHT FIXTURES	15d	20NOV08	11DEC08	0		

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Run date	21APR08
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### Braun Construction Group Preliminary Construction Schedule

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<input type="checkbox"/>	Progress bar
<input type="checkbox"/>	Critical bar
<input type="checkbox"/>	Summary bar
<input type="checkbox"/>	Start milestone point
<input type="checkbox"/>	Finish milestone point

*mm*

**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
273031735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction  
4474 Leap Rd.  
Hilliard, OH 43026SHIP TO Hickory Chase RB 1.1  
Hilliard, OH

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
377				Net 30	4/20/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Application #1	30800.00	30,800.00

**TOTAL AMOUNT 30,800.00**

**INVOICE****Ohio Glass and  
Aluminum Company**INVOICE NO  
273381735 Atlas Street, Columbus, Ohio 43228  
Phone:614-527-7960 Fax:614-527-7963SOLD TO Braun Construction Group  
4474 Leap Rd.  
Hilliard, OH 43026

SHIP TO Hickory Chase RB 1.1

ACCOUNT NO	PO NUMBER	SHIP VIA	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
161				Net 30	6/9/2009	1

ITEM NO	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	1	Application #2	14400.00	14,400.00

**TOTAL AMOUNT 14,400.00**

# Ohio Glass and Aluminum Company

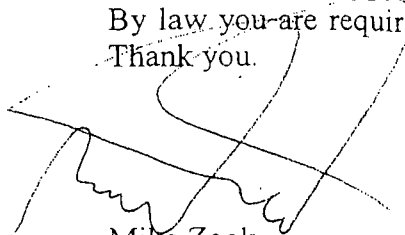
## Request for Notice of Commencement

**Project:** Hickory Chase RB 1.1  
**Owner:** Columbus Campus, LLC  
701 Maiden Choice Lane  
Baltimore, MD 21228  
**General Contractor:** Braun Construction Group, Inc.

**Date:** 5/13/09

To Whom It May Concern:

Please provide a copy of the notice of commencement for the above-referenced project.  
By law you are required to produce this within ten (10) days of receipt of this request.  
Thank you.

  
Mike Zook  
Vice President

173

7009 0820 0000 4413 5740



7009 0820 0000 4413 5740  
7009 0820 0000 4413 5740

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent to  
**BRAUN CONSTRUCTION**  
Street, Apt. No.:  
or PO Box No. **4474 LEAP RD**  
City, State ZIP+4

# Ohio Glass and Aluminum Company

## NOTICE OF FURNISHING (PER R.C. 1311.05)

TO: Columbus Campus, LLC  
701 Maiden Choice Lane  
Baltimore, MD 21228

TO: Braun Construction Group, Inc.  
4474 Leap Road  
Hilliard, OH 43026

PLEASE TAKE NOTICE that the undersigned is performing certain work or labor or furnishing certain materials to Braun Construction Group, LLC, in connection with the improvements to real property located at Hickory Chase R.B. 1.0 Hilliard, Ohio. The labor, work, or materials were performed or furnished first or will be performed or furnished first on April 6, 2009.

**WARNING TO OWNER, PART OWNER, OR LESSEE: THIS NOTICE IS REQUIRED BY THE OHIO MECHANIC'S LIEN LAW. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND DUTIES UNDER THESE STATUTES YOU SHOULD SEEK LEGAL ASSISTANCE TO PROTECT YOU FROM THE POSSIBILITY OF PAYING TWICE FOR THE IMPROVEMENTS TO YOUR PROPERTY.**

Date: 5/20/09

Ohio Glass and Aluminum Company  
1735 Atlas Street  
Columbus, Ohio 43228

By: [Signature]  
Name: Michael Zook  
Title: Vice President

1735 Atlas Street  
Columbus, Ohio 43228



BRAUN CONSTRUCTION GROUP

# SUBCONTRACT AGREEMENT

JOB# 28-002-008  
COST CODE: 08-410

This Subcontract Agreement is made on the

July 3, 2008

between:

**BRAUN CONSTRUCTION GROUP, INC. ("BCG"),**  
*(the "Contractor")*

whose address is

a Michigan Corporation  
39395 W. 12 Mile Road, Suite 100  
Farmington Hills, MI 48331

And

**OHIO GLASS AND ALUMINUM CO.**  
*(the Subcontractor)*

whose address is

1735 ATLAS STREET  
COLUMBUS, OH 43228

The Contractor has made a contract for construction dated *(insert date)*.

with (the "Owner"):

**COLUMBUS CAMPUS, LLC**  
701 MAIDEN CHOICE LANE  
BALTIMORE, MD 21228

for the project known as

**RESIDENTIAL BUILDING 1.1 (RB 1.1)**  
**HICKORY CHASE**  
4510 Hickory Chase Way  
Hilliard, Ohio 43026

The Contract between the Owner and the Contractor is referred to as the "Prime Contract." A copy of the Prime Contract, including all documents enumerated therein (from which compensation amounts may be deleted), has been made available to the Subcontractor.

The Architect/Engineer for the Project is:

**DORSKY, HODGSON, PARRISH, YUE**  
23240 CHAGRIN BOULEVARD, SUITE 300  
CLEVELAND, OHIO 44122

The Subcontract Price is NINETY TWO THOUSAND ONE HUNDRED THIRTY FIVE \*\*\*\*\* DOLLARS  
(\$92,135.00)

subject to addition and deduction as set forth herein. Payments shall be subject to a retainage requirement equal to TEN (10%) percent of each progress payment.

Includes Performance Bond and Payment Bond Premium: XXX/100 DOLLARS (\$ included in contract price )

( X ) Bond not required if checked.

Drug and Alcohol Testing Site: \_\_\_\_ Yes X No

Check which category applies: MBE \_\_\_\_ WBE \_\_\_\_ Disabled \_\_\_\_ None X

The date of commencement shall be: June 24, 2008.

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

BCG INITIAL: 

SUBCONTRACTOR INITIAL: MRZ

The time for performance (the "Subcontract Time") shall be per the Braun Construction Group, Inc.'s, Project Schedule (Exhibit F), subject to modifications as provided herein.

Individual phases of work under this contract are to meet milestone activity completion dates per Braun Construction Group, Inc.'s schedule attached (refer to Exhibit F) and as further detailed and updated in the future.

**Completion date:** APRIL 13, 2009

#### **ARTICLE I - WORK TO BE PERFORMED**

Except as otherwise provided herein, Subcontractor shall furnish all labor, materials, tools, equipment, supervision and services necessary to properly execute and complete the work identified and described in Exhibit D and Exhibit G attached hereto, the "Work" being a portion of the Work required of the Contractor under the Prime Contract. The work shall be performed by the Subcontractor in good and workmanlike manner strictly in accordance with the Subcontract Documents listed in Exhibit A attached hereto and incorporated by reference.

Subcontractor shall be bound by the terms of the Prime Contract and all documents incorporated therein, including without limitation, the General and Supplementary Conditions, and assumes toward the Contractor, with respect to Subcontractor's Work, all of the obligations and responsibilities that the Contractor, by the Prime Contract, has assumed toward the Owner. With regard to liquidated damages, the sub will only be responsible for the impact schedule created by missing milestone dates established in this subcontract.

Subcontractor has examined the Contract Documents, acknowledges the Contract Documents to be suitable for said Subcontractor's work and sufficient for their intended purposes, and agrees to perform the Subcontractor's work and complete same in full strict accordance therewith and to the entire satisfaction of Contractor, Owner and Architect.

Subcontractor shall coordinate and schedule its work to insure it is accomplished as an integrated whole with the work of the contractor, other subcontractors and separate contractors. Any labor, materials, equipment, machinery or services necessary to accomplish such integration shall be undertaken by subcontractor as part of the Subcontractors work and at no additional cost to contractor, whether or not explicitly shown or described in drawing or other contract documents. If part of subcontractor's work depends for proper execution or results upon construction or operations by the contractor, owner, another subcontractor or a separate contractor, the subcontractor shall, prior to proceeding with that portion of the subcontractor's work, promptly report any apparent discrepancies or defects in such other construction to contractor.

#### **ARTICLE II - CONTRACT PRICE**

Contractor shall pay to Subcontractor, for the full and complete performance of the Work, the Subcontract Price set forth above.

The Subcontract Price shall not be adjusted unless (a) the Contractor is entitled to and receives a corresponding adjustment in its contract price under the Prime Contract with respect to the contracted work, (b) the Subcontract Price is adjusted by Change Order as a result of changed work as provided in Article VIII hereof, or (c) the Subcontract Price is adjusted by Change Order issued by the Contractor, and approved by the Owner with or without consent of the Subcontractor, for backcharges and adjustments to the Subcontract Price permitted under this Subcontract. The Subcontractor shall promptly give written notice to the Contractor of any claim for adjustment of the Subcontract Price under this Article within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to allow Contractor to submit its request for a change order to the Owner in compliance with the Prime Contract.

#### **ARTICLE III - PROGRESS PAYMENTS**

As soon as possible after the execution hereof and prior to any payments being made hereunder, Subcontractor shall submit to Contractor a schedule of values of the various portions of the Work, including quantities if required by Contractor, which shall be in such form and supported by such data as Contractor may direct and which shall be subject to Contractor's approval, to enable Contractor to prepare a schedule of values for the entire Subcontract. Each scheduled item thirty thousand dollars (\$30,000) and greater shall be broken down by Labor and Material and shall not include Subcontractor's overhead and profit. General Conditions and Overhead and Profit shall be listed separately. Subcontractor warrants that the line item amounts set forth in the schedule of values submitted by the Subcontractor shall be accurate and truthful.

Unless the Prime Contract provides for a different schedule, on or before the 20<sup>th</sup> day of each month, Subcontractor shall submit to Contractor, an itemized progress estimate, supported by such data as Contractor may require, showing the estimated value of work completed as of the 31st day of that month, based on Subcontractor's approved schedule of values and on the conditions for payment under the Prime Contract including, without limitation, conditions

**BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT**

BCG INITIAL: 

SUBCONTRACTOR INITIAL: 



relating to material delivered to and suitably stored on the Site. Such estimate shall be used in the preparation of Contractor's application for payment to the Owner under the Prime Contract. If the Subcontractor does not submit an itemized progress estimate by the 25th of the month complying with the requirements herein, Contractor may not, at its option, include an estimated amount in its application for payment until the following month. Contractor shall pay to Subcontractor within ten (10) days of receipt of payment from the Owner, subject to receipt of payment from the Owner, an amount equal to the value of the Subcontractor's completed Work, to the extent allowed and paid by the Owner on account of Subcontractor's Work, less all previous payments and less the retainage hereof and less any amounts withheld by the Contractor as provided herein.

If the Contractor determines that the balance of the Subcontract Price then remaining unpaid will not be sufficient to complete the Work in accordance with the Subcontract Documents, no additional payments will be due the Subcontractor under this Contract unless and until the Subcontractor, at no cost to the Contractor, performs and pays in full for, a sufficient portion of the Work so that such balance of the Subcontract Price then remaining is determined by the Contractor to be sufficient to so complete the Work.

Contractor shall have the right to withhold payment for defective work not remedied, claims of the Contractor, Owner or any other person against Subcontractor arising out of or in any way connected with the Work, or any other breach of this Subcontract. If any of the foregoing deficiencies are not promptly corrected or remedied after written notice, the Contractor may rectify the same at Subcontractor's expense and deduct all costs and expenses incurred thereby from such withheld payments. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective work.

The Subcontractor shall not stop the Work in the event of a dispute as to payments owed as long as all uncontested amounts have been paid in accordance with the Subcontract Documents.

As a condition precedent to payment to Subcontractor, Subcontractor shall submit complete waivers, releases and sworn statements from all subcontractors, material suppliers, men and laborers complying with the requirements of applicable mechanic's lien laws and such other evidence as may be required by Contractor, Owner or Owner's lender to substantiate payment.

If payment has been made by the Contractor, Subcontractor shall promptly pay its Subcontractors and laborers and material suppliers and shall not permit any liens or claims to be filed or asserted against the Project, the Owner or the Contractor by anyone furnishing labor and/or materials to the Contractor with respect to the Project. Upon three (3) days written notice to Subcontractor, the Contractor, in its sole discretion, may pay any Subcontractor, laborer or supplier of Subcontractor directly and deduct the amount of such payments from the Subcontract Price. Payment by the Contractor to any Sub-Subcontractor, laborer or supplier hereunder shall not relieve the Subcontractor of any obligations to the Contractor under this Subcontract. Contractor, in its sole discretion, may make payment by checks payable jointly to the Subcontractor and any Sub-Subcontractor, laborer or supplier of Subcontractor.

The Subcontractor agrees that Contractor shall be under no obligation to pay the Subcontractor for any work done on this construction project, until Contractor has been paid by the Owner. The provisions hereof, stating when progress and final payments are due and the amount thereof are subject to the condition that the Contractor shall receive from the Owner the progress or final payments in at least the amounts payable to the Subcontractor on account of work performed by the Subcontractor on this construction project. The Subcontractor expressly contemplates that payments to him are contingent upon Contractor receiving payment from the Owner, the Subcontractor expressly agreeing to accept the risk that he will not be paid for work performed by him in the event that Contractor is not paid by the Owner for such work. The Subcontractor states that he relies primarily for work performed on the credit and ability to pay of the Owner, and not of Contractor, and thus the Subcontractor agrees that payment by the Owner to Contractor for work performed by the Subcontractor shall be a condition precedent to any payment obligation of the Contractor to the Subcontractor. The Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to the Subcontractor, is subject to the same conditions precedent as are applicable to the Contractor's liability to the Subcontractors.

Contractor may offset against any sums due subcontractor the amount of any liquidated or unliquidated obligation of subcontractor to contractor.

#### ARTICLE IV - FINAL PAYMENT

A final payment, consisting of the unpaid balance of the Subcontract Price shall be made within thirty (30) days after the last of the following to occur (a) full completion of the Work by Subcontractor, (b) final acceptance of the Work by Owner and Architect, (c) the furnishing of satisfactory evidence by Subcontractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work and that Subcontractor neither has filed, nor has the right to maintain, a lien against the Owner, the Contractor, Contractor's surety, if any, or the Project, (d) the return of all drawings, plans and specifications to the Contractor, (e) delivery of all guarantees, warranties, bonds, instruction manuals, as built drawings, Project Record Documents and similar items required by the Prime Contract and/or this Subcontract and (f) release of retention and payment by the Owner in respect of Subcontractor's Work.

Subcontractor shall submit a final invoice to Contractor within thirty (30) days of notification from the Contractor requesting such final invoice. The Subcontractor shall attach to its final invoice all documentation required by the Subcontract Documents or requested by the Contractor to substantiate the Subcontractor's entitlement to final payment. If Subcontractor fails to submit a final invoice within thirty (30) days, the Contractor shall determine the amount of the unpaid balance of the Subcontract Price due and owing Subcontractor and the Subcontractor shall be bound by such determination and shall be deemed to have waived any right to request final payment of a different amount.

#### ARTICLE V - DATE OF COMMENCEMENT; COMPLETION

The Subcontractor's date of commencement from which the Subcontract Time is measured shall be the date this Subcontract is executed unless a different date is provided on page one of this Subcontract, or if provision is made for the date to be fixed in a notice to proceed issued by the Contractor. Substantial Completion shall be achieved within the Subcontract Time specified on page one of this Subcontract unless extended in accordance with Article VI hereof. Substantial Completion is the time by which the Work may be utilized by the Owner for the purposes for which it is intended. Final completion shall occur within the time provided in the schedule adopted by the Contractor.

Completion of the Work and its several parts within the time allocated for such Work under the Prime Contract is of the essence of this Subcontract. Therefore, Subcontractor agrees: (a) to provide at the Project Site the materials, equipment, labor and supervision necessary and to begin the Work upon Contractor's order to do so, (b) to perform the Work and all parts thereof promptly, diligently and at such time and in such order and sequence as Contractor may direct and as is required for the best possible progress of the Work whenever such Work, or any part of it, becomes available, (c) to conduct its Work and perform all activities incidental thereto so as to facilitate and so as not to interfere with or delay the Work of the Owner, the Contractor or other Subcontractors on the site, (d) to keep itself continually informed of the progress of the Project and to confer with contractor so as to plan its Work in coordinated sequence with the work of Contractor and others, (e) if the Project is divided into parts, to perform Work in several or all parts simultaneously, if directed to do so by Contractor, and (f) to furnish sufficient forces, supervision, equipment and materials, at such times and for such periods, as will result in progress according to the progress schedule prepared by the Contractor pursuant to the Prime Contract (the "Approved Progress Schedule") or any modification thereof. The Contractor reserves the right to modify any such Approved Progress Schedule with respect to the required sequence or duration of the Work or any portion thereof, and the Contractor makes no representation that Subcontractor will be able to commence, execute or complete the Work in accordance with any progress schedule.

The Subcontractor shall cooperate with the Contractor in scheduling and performing its Work to avoid conflict or interference with the work of others. Contractor and Subcontractor acknowledge and understand that the work schedule will be modified from time-to-time to work around the work of other subcontractors, in an effort to avoid conflicts or interferences in the work of Contractor and Subcontractor, and that such schedule changes do not give rise to a claim for damages by subcontractor, for delay or otherwise. If the Contractor's schedule for the Work is revised, the Subcontractor shall conform to the most recent Schedule. Subcontractor acknowledges that the Contractor's Schedule for the Work may change during the duration of the Project and that fact was taken into account by Subcontractor when it agreed to the Contract Sum and entered into this Subcontract under the terms of the conditions set forth herein. As a result, Subcontractor shall not be entitled to any additional monies as a result of such schedule changes.

Subcontractor shall furnish labor, expedite deliveries of materials and equipment, work overtime and/or a second shift and/or holidays and weekends if directed to do so by Contractor. If the Subcontractor is in default of any provision herein and the Contractor determines such items are required to maintain satisfactory job progress, such additional labor, expediting, overtime, second shift or holiday and week-end work shall be provided by Subcontractor at no cost to the Contractor. If the Subcontractor is not in default of any provision herein, the Contractor shall pay the Subcontractor the actual costs incurred by the Subcontractor to furnish additional labor and to expedite deliveries of materials and equipment, and the actual extra cost over the rate for regular time for overtime work. All such costs shall be substantiated by invoices and time slips checked and approved on a daily basis by Contractor. Subcontractor shall not be entitled to receive any amount for overhead or profit or for any inefficiencies or loss of productivity and shall not assert any claims for overhead or profit or damages due to loss of productivity or inefficiencies.

Should the Subcontractor fail to execute the Work as provided herein, thereby causing delay in the progress of the Project or delay to the work of the Contractor or others, Subcontractor shall be liable for all loss and damages, including without limitation, liquidated and consequential damages, if any, sustained by the Owner, the Contractor and/or other Contractors. If the Contractor's Work is delayed by causes beyond the control of the Subcontractor, the Subcontractor shall be liable hereunder unless Subcontractor gives written notice of the alleged delay to the Contractor within ten (10) calendar days following the start of the alleged cause beyond the control of the Contractor, or such shorter time, which in no case shall be less than three (3) business days fewer, and in such form, as may be required to all Contractor to make claim for extension of time in compliance with the Prime Contract.

It is contemplated that subcontractor's performance under this subcontract may be delayed, accelerated, suspended, hindered or disrupted (a) by acts or omissions of the owner, contractor, architect, other subcontractors and other parties involved with the project, or (b) by other circumstances not caused by or within the control of subcontractor and recognized by the contract documents as excusable conditions justifying extension of the afforded time for performing and completing

subcontractor's work. In such cases, subcontractor may request an extension of time for performance and completion of the subcontractor's work. The extension of time to which subcontractor may be entitled under this paragraph shall under no circumstances exceed the extension of time granted to contractor. Furthermore, such time extension shall be subcontractor's sole and exclusive remedy in respect of its work being delayed, accelerated, suspended, hindered or disrupted. Accordingly, subcontractor shall not be entitled to recover any damage or additional compensation of any type whatsoever as a consequence thereof, notwithstanding the nature of the circumstances giving rise thereto or the extent or duration thereof, any and all such circumstances and consequences being within the contemplation of the parties.

#### ARTICLE VI PROJECT CLOSEOUT

##### (i) Operations and Maintenance Manuals

Upon reaching 75% completion according to the Subcontractor's Application for Payment, Operations and Maintenance Manuals and record copies of submittals shall be submitted.

A value of one percent (1%) of the contract amount or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the Operations and Maintenance Manuals are submitted.

##### (ii) As-Build Drawings

Mechanical and electrical Subcontractors are responsible to review as-built drawings with BRAUN CONSTRUCTION GROUP, INC.'s Project Superintendent on a weekly basis. One percent (1%) of the contract value or fifteen thousand dollars (\$15,000), whichever is greater will be withheld until the final as-built drawings are submitted.

##### (iii) Training

Subcontractors are responsible to schedule and conduct training for owner personnel through BRAUN CONSTRUCTION GROUP, INC.. Subcontractor shall include an agenda, video tape of the session, a sign-in sheet to document attendance, and documentation for the trainees. The Subcontractor shall submit the video tape (labeled), attendance sign in sheet, and training documentation to BRAUN CONSTRUCTION GROUP, INC. in the same quantities required for the Operations and Maintenance Manuals.

##### (iv) Attic Stock Materials

Upon reaching 90% completion according to the Subcontractor's application for payment, stock parts and attic stock materials shall be turned over to the Owner via BRAUN CONSTRUCTION GROUP, INC..

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required attic stock materials are submitted.

##### (v) Documents – Warranty, Asbestos Free, Smoke & Fire Spread, etc.

Upon reaching 90% completion according to the Subcontractor's application for payment, the required documents shall be submitted to BRAUN CONSTRUCTION GROUP, INC..

An amount of one half percent (0.5%) of the contract value or ten thousand dollars (\$10,000), whichever is greater will be withheld until the required documents are submitted.

##### (vi) Punchlist

Within two (2) weeks prior to substantial completion; the Subcontractor shall submit to BRAUN CONSTRUCTION GROUP, INC. a list of incomplete work items. The list shall include room number, description of work, and date for completion.

BRAUN CONSTRUCTION GROUP, INC. will review the Subcontractor's work completion list and add items, if necessary. In the event that BRAUN CONSTRUCTION GROUP, INC.'s list comprised 25% or more items than the Subcontractors list, then a review fee of \$250.00 will be deducted from the contract sum and paid to BRAUN CONSTRUCTION GROUP, INC..

The Contractor shall provide the Subcontractor with a punch list approved by the Owner or Architect with respect to the Subcontractor's Work. Any items which are on the list which are not completed within fourteen (14) days (or fewer if so provided in the specifications or schedule) may, at the Contractor's sole option, be completed by the Contractor and the cost thereof plus ten (10%) percent shall be deducted from the Final Payment. Upon completion, the Subcontractor shall conduct a walk-through with the designated BRAUN CONSTRUCTION GROUP, INC.'s representative to confirm satisfactory completion.

In the event the punchlist is reported complete, but found not to be complete, an amount of \$1,000 will be deducted from the contract sum and paid to BRAUN CONSTRUCTION GROUP, INC.. If another (14) days pass (or fewer if so provided in the specifications or schedules) and the punchlist is not reported complete or incomplete items are discovered during a walkthrough, BRAUN CONSTRUCTION GROUP, INC. may complete the items and deduct the cost to complete the punchlist, including supervision time, and \$1,000 for administrative costs.

The final sign off of all punchlist and incomplete work items is subject to the approval of the Architect and Owner. Payment in an amount of four (4) times the estimated value of punchlist items as determined by BRAUN CONSTRUCTION GROUP, INC. will be withheld until the punchlist is complete.

#### ARTICLE VII - EXTENSION OF TIME

If the Subcontractor shall be materially delayed in the progress of the Work, for reasons beyond the Subcontractor's control, and under such circumstances as entitle Contractor to an extension of time under the Prime Contract, Subcontractor shall be entitled to a corresponding extension of time for completion of its Work. No such extension will be allowed unless the Subcontractor gives the Contractor written notice of the delay and claim for extension of time within ten (10) calendar days of the occurrence thereof or such shorter time, which in no case shall be less than three (3) business days fewer and in such form, as may be required to allow Contractor to make claim for extension of time in compliance with the Prime Contract. The extension of time herein provided shall be Subcontractor's sole and exclusive remedy for any delay, and Subcontractor shall have no claim for damages against Contractor or Owner by reason thereof.

#### ARTICLE VIII - CHANGES

Contractor may, without invalidating the Subcontract or any bond given hereunder, order extra and/or additional work, deletions, or other modifications to the Work, such changes to be effective only upon written order of Contractor and Owner. Any adjustment to the Subcontract Price or to the time for completion of the Work shall be made in accordance with the applicable provisions of the Prime Contract and the lump sum or unit prices set forth in Exhibit E, or in the absence of such provisions, on an agreed, equitable basis. Notwithstanding any inability to agree upon any adjustment or the basis for an adjustment, Subcontractor shall, if directed by Contractor and Owner, nevertheless proceed in accordance with the order, and the Subcontract Price shall be adjusted as reasonable determined by Contractor with any dispute to be resolved after the completion of the Work. If requested by the Contractor and Owner, the Subcontractor shall perform extra work on a time and material basis, and the Subcontract Price shall be adjusted based on time records and material records checked by the Contractor on a daily basis.

The Subcontractor shall not receive payment for additional work or work that deviates from the Drawings and Specifications performed without a written authorization from the Contractor. The Contractor reserves the right to reject any proposal submitted by the Subcontractor to have the work done by others.

Within fourteen (14) days of receipt of direction to perform changed work, and in any event within five (5) days less than the time permitted by the Prime Contract for submission of quotations to the Owner, Subcontractor shall submit to Contractor in accordance with the specifications, the required number of copies of its quotation proposing the increase or decrease in the Subcontract Price for the changed work. The quotation shall include a detailed breakdown setting forth differences in quantity and value of labor and material costs involved and such additional cost information as may be requested by the Contractor. The Contractor's mark-up for overhead and profit shall be the percentages set forth on Exhibit E attached hereto, unless the Prime Contract provides otherwise or provides for different percentage mark-ups.

If the Subcontractor fails to submit a quotation within the time limits set forth in this Article VIII, the Contractor shall prepare a quotation with respect to the changed work proposing an estimated amount for the increase or decrease in the Subcontract Price for the changed work, and Subcontractor shall be bound by such estimate and shall be deemed to have waived any right to propose a different amount.

Should Contractor and Owner elect to have changed work performed on a time and material basis in lieu of unit prices or a negotiated lump sum, and so notifies the Subcontractor in writing, the Subcontractor shall perform the changed work at Subcontractor's actual net cost plus the mark-up for overhead and profit set forth on Exhibit E, with or without a guaranteed maximum total cost, as directed by the Contractor. All charges for time and materials shall be sustained by invoices and time slips checked and approved on a daily basis by the Contractor. The Contractor and owner shall have the right to audit Subcontractor's records with respect to the charges involved.

The time for completion of the Subcontractor's Work shall not be modified on account of changed work unless such modification is included in the quotation submitted by the Subcontractor with respect to the changed work and is authorized by Change Order. If the time for completion of the Subcontractor's Work is extended, as provided herein, any additional costs to the Subcontractor resulting therefrom shall be waived unless set forth in the quotation submitted by the Subcontractor with respect to the changed work. Furthermore, any additional costs to the Subcontractor resulting from extensions of the time for completion of the Subcontractor's Work shall be limited to the amount received by the Contractor pursuant to the Prime Contract with respect to such extensions.

Notwithstanding any other provision of this Article VIII, or if all or any portion of the additions, deletions or revisions to the Work authorized by the Contractor in a Change Order is denied by the Architect or Owner, with the result that the Contractor does not receive any adjustment to the Subcontract Sum, the Contractor may revise, modify or withdraw the Change Order and, in such event, the Contractor shall not be liable to the Subcontractor for any claim or adjustment to the Subcontract Sum or the Subcontract Time in excess of the adjustment for the Subcontractor's Work authorized by the Owner.

Except as otherwise provided by Article VIII in respect of changes in the subcontractor's work proposed by contractor, owner or other third parties, in all circumstances whereby subcontractor desires to preserve the right to claim or recover an increase in the subcontract amount, recovery of costs or damages or extension of time, subcontractor shall, as a condition to such right, give contractor written notice thereof (i) within (10) days after the first occurrence of the event giving rise to such claim, or (ii) at least three (3) business days before the date when contractor is required by the terms of the contract documents to provide the same or similar notice to owner or other third party, whichever occurs first. The notice shall particularly set forth the event(s) or fact(s) supporting and giving rise to such claim, the cost thereof and the time extension requested, if any. In no event shall subcontractor prevail upon any monetary claim or request for extension of time in connection with any individual or cumulative changes, matter, circumstances or conditions that have previously been addressed by a change order or modification executed between the parties. It is further expressly agreed that under no circumstances shall any failure or delay in giving such notice be excused, and no reservation of rights to make or submit a claim at a later date shall be effective to preserve the claim if not timely and properly made in accordance with this paragraph. The provisions of this paragraph shall not be deemed to establish or enhance any rights and/or remedies against contractor or its sureties that are otherwise excluded, qualified or limited by other provisions of this subcontract, other contract documents, or by terms or conditions specified in any furnished by contractors sureties.

#### **ARTICLE IX - PROCEDURES**

Subcontractor shall strictly adhere to the procedures set forth in Exhibit B attached hereto.

#### **ARTICLE X - INSPECTIONS, DECISIONS OF ARCHITECT**

The Work shall at all times be subject to inspection by the Contractor or the Architect and the Subcontractor shall provide safe, sufficient and proper facilities for such inspections. Subcontractor shall, commencing within twenty-four (24) hours after receiving written notice from Contractor, promptly take down and remove all portions of the Work which Contractor or Architect shall condemn as unsound, improper, or in any way failing to conform to the Prime Contract or the Subcontract Documents and shall make good all Work damaged or destroyed thereby, all at Subcontractor's expense. If Subcontractor does not remove and replace such Work within five (5) days, Contractor may do so at the expense of Subcontractor. Subcontractor shall be bound by the decisions of the Architect with respect to the quality and quantity of the Work, meaning of the Subcontract Documents, meaning of the Prime Contract Documents, acceptability of persons performing the Work and other matters set forth in the Prime Contract to the same extent Contractor is bound by.

#### **ARTICLE XI - INDEMNITY**

Subcontractor agrees to indemnify, defend and hold harmless the Contractor and the Architect and the Owner and their agents and employees, from and against any claim, injury, damage, cost, expense or liability (including actual attorneys' fees), whether arising before or after completion of the Subcontractor's Work caused by, arising out of, resulting from or occurring in connection with the performance of the Work by the Subcontractor or its agents or employees, or from any activity of the Subcontractor or its agent or employees at the Site, whether or not caused in part by the active or passive negligence or other fault of a party indemnified excepting only injury to person or damage to property caused by the sole negligence of a party indemnified hereunder. In the case of claims against the Contractor, the Owner, or their agents and employees by any employee of the Subcontractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under this Article XI shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### **ARTICLE XII - INSURANCE**

Subcontractor shall maintain and pay for insurance coverage of the types and with the limits set forth in Exhibit C attached hereto. Such coverage shall be maintained in form and with companies acceptable to Contractor, Architect and Owner and shall, notwithstanding the requirements of Exhibit C, meet the applicable requirements imposed by the Prime Contract any governmental authority having jurisdiction over the Work. Each policy of insurance shall name the Owner, the Architect and the Contractor as additional insureds and shall provide for thirty (30) days notice of cancellation to Contractor and Owner. Certificates evidencing such insurance shall be delivered to Contractor prior to the commencement of the Work.

Subcontractor shall be responsible for any desired coverage against damage or loss to its own materials, facilities, tools, equipment, scaffolds, bracing and similar items not covered by Owner's or Contractor's fire policy.

The Contractor and the Subcontractor waive all rights against each other (and, in the case of the contractor against the Owner and other subcontractors) for damages caused by fire and other perils to the extent covered by the insurance required to be maintained hereunder.

### ARTICLE XIII - WARRANTY

The Subcontractor guarantees that the Work shall be free from defects in materials and workmanship and shall conform to and meet the requirements of the Prime Contract and the Subcontract Documents and applicable code requirements and shall furnish any separate guarantee for the Work or portions thereof required under the Prime Contract or the Subcontract Documents. The Subcontractor agrees to make good, to the satisfaction of the Contractor and the Owner, any portion or portions of the Work which prove defective within one (1) year (or such longer period as may be specified in the Prime Contract or the Subcontract Documents) from the date of acceptance by the Owner, the Contractor and the Architect. All warranties shall be enforceable by the Owner, or the Contractor and their respective agents or assignees. All warranties shall survive final payment to the Subcontractor.

### ARTICLE XIV - DEFAULT

If the Subcontractor (a) fails to supply the labor, materials, equipment and supervision in sufficient time and quantity to meet the Contractor's progress schedule as it may be modified; (b) causes stoppage or delay of or interference with the Project; (c) fails to pay its sub subcontractors, laborers, suppliers, materialmen and/or employees for work on the Project promptly; (d) fails to pay workers' compensation or other employee benefits, withholding of any other taxes; (e) fails to comply with the safety provisions of this Subcontract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (f) makes unauthorized changes in supervisory personnel; (g) fails in the performance or observance of any of the provisions of this Subcontract; or (h) shall file a voluntary petition in bankruptcy or be adjudicated insolvent; obtain an order for relief under Section 301 of the Bankruptcy Code; file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors; or seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due, then the Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

(i) Requires that Subcontractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to subcontractor's default;

(ii) Remedy the default by whatever means Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof from any monies due or to become due to Subcontractor hereunder;

(iii) After giving Subcontractor an additional forty-eight (48) hours written (or oral, confirmed in writing) notice, terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to Contractor the payment of its costs and other damages under the Subcontract and for the breach thereof; and

(iv) Recover from Subcontractor all costs incurred by Contractor to complete the work plus a ten (10%) percent mark-up for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default. Contractor has the right to withhold monies from other subcontracted work with Contractor, until restitution of Subcontractor's default is made, if funds remaining under this agreement are insufficient to do so.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Subcontract Documents, or now or hereafter at law or in equity.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner and Architect and payment thereof by Owner, Contractor shall promptly pay Subcontractor the balance of the Subcontract Price, if any.

### ARTICLE XV - SUBCONTRACTOR'S EQUIPMENT

The Subcontractor shall be responsible for all unloading, moving, lifting, protection, maintenance, storage, securing and dispensing of its materials and equipment at the Project Site. The Subcontractor agrees that the Contractor's equipment and operators of such equipment will be available to the Subcontractor only at the Contractor's discretion and only on the basis of established rates or charges therefore.

## ARTICLE XVI - CLEAN-UP AND REMOVAL OF DEBRIS

Unless otherwise provided herein, removal of rubbish and debris caused by Subcontractor's work shall be done by the Subcontractor whenever required by the Contractor. If such removal is not done by the Subcontractor as directed, the Contractor may do so at the Subcontractor's expense. The Project Site shall be maintained in an orderly and clean condition and the Subcontractor shall leave the Project Site, at the completion of the Subcontractor's Work, free of all rubbish and debris caused by the Subcontractor and in a condition satisfactory to the Contractor. The Contractor reserves the right to cause all unidentifiable debris to be removed from the Project Site and allocate the cost thereof, by way of back charge or otherwise among the responsible parties, as determined by the Contractor.

## ARTICLE XVII - ASSIGNMENT

Subcontractor shall not assign, transfer, or further sublet this Subcontract, nor assign any monies due or to be come due hereunder, except with the prior written consent of Contractor. Any assignment of this Subcontract consented to by Contractor shall not operate to relieve Subcontractor of primary responsibility to the Contractor for the due and full performance hereof, and Subcontractor shall be liable to Contractor for all acts and omissions of Subcontractor's Sub-Subcontractors and assignees.

## ARTICLE XVIII - INSPECTION OF SITE

Subcontractor represents that it has carefully inspected the Project Site and examined the Drawings and Project Manual/Specifications and other Subcontract Documents and the applicable provisions of the Prime Contract and is familiar with and has satisfied itself as to the nature, location and amount of the Work, the Subcontractor's access thereto and ability to perform the Work, local code requirements applicable to the Work and requirements of permits and inspections, safety and barricade requirements, the terms and conditions of applicable collective bargaining agreements, the terms of the Contract and all incorporated documents as well as the quality, quantity and availability of labor, materials, equipment and facilities and other items required for the performance of the Work and the limiting physical and other conditions which may be encountered in the performance of the Work and assumes all risks there from.

## ARTICLE XIX - DISPUTES

The Subcontractor agrees that Contractor shall have the sole discretion, to elect to demand arbitration with the Subcontractor for any dispute or claim arising out of, or relating to the subcontract or breach thereof or performance thereof, and if arbitration is elected by the Contractor, then the arbitration shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association. Arbitration proceedings shall be held in Southfield, Michigan, at the offices of the American Arbitration Association or such other place as designated by the Contractor. In the event that Contractor shall elect not to demand arbitration, then the matter shall proceed in a court of competent jurisdiction for the dispute. Subcontractor agrees that the venue for any court proceeding shall be in a court of competent jurisdiction located in the County of Macomb, State of Michigan.

The decision and award of the arbitrators shall be final and binding upon both parties and Judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The venue for any Court proceeding shall be in a court of competent jurisdiction in the State of Michigan.

## ARTICLE XX - TAXES AND CONTRIBUTIONS

The Subcontract Price includes all pension, welfare, vacation, annuity and other union benefit contributions payable in connection with the Work, and all taxes of every kind that have been or may be imposed, levied, or assessed by any governmental authority with respect to the Work, including taxes for labor, materials and equipment utilized in connection therewith and all sales, use, personal property, excise and payroll taxes. Upon request by Contractor, Subcontractor shall furnish satisfactory evidence of payment of such contributions and taxes.

## ARTICLE XXI - TERMINATION

A.) In the event Contractor's contract with the Owner contains a termination for convenience clause which is exercised by the Owner, the rights, duties, and obligations of the parties herein shall be governed by the terms of the provisions of the convenience clause exercised by the owner.

B.) Contractor shall, at its sole option and discretion, have the right to terminate the Agreement for any reason whatsoever by providing the Subcontractor with a Notice of Termination to be effective upon four (4) days after receipt by Subcontractor with such notice to be sent by registered mail, return receipt requested. A termination for default of the Agreement shall, if wrongfully made, be treated as a termination for convenience under this clause. Whenever the Subcontractor is terminated

for convenience under this clause or is wrongfully terminated under any other clause of this Agreement, the Subcontractor shall only be entitled to the actual direct costs of all labor and material expended on the job prior to the effective date of termination, plus five (5) percent or Subcontractor shall be entitled to be paid a pro rata percentage of the total Agreement price which is equal to its percent of completion. Whichever of the two methods provides the lowest sum to be paid to the Subcontractor. In no event shall the Subcontractor be entitled to assert a claim in quantum or any other measure of damage other than that stated herein.

## ARTICLE XXII - PAYMENTS

Subcontractor acknowledges that it relies on the credit and ability to pay of the Owner, and not the Contractor, for payment for work performed hereunder. Subcontractor agrees that as a condition precedent to Contractor's obligation to make any payment to Subcontractor, the Contractor must receive payment from the Owner. If the Contractor does not receive all or any part of the payment from the Owner in respect of Subcontractor's Work, whether because of a claimed defect or deficiency in the Subcontractor's Work or for any other reason, the Contractor shall not be liable to the Subcontractor for any sums in respect thereto.

## ARTICLE XXIII - REMEDIES IN THE EVENT OF BANKRUPTCY

The Contractor and the Subcontractor acknowledge and agree that successful completion of the Work within the time and financial parameters anticipated by the terms of this Subcontract will require prompt and continued administration and performance by Subcontractor and other subcontractors and that any delay therein for any reason, including a bankruptcy proceeding respecting Subcontractor, would create immediate and irreparable harm to the Owner, the Contractor and the other subcontractors. To that end, this Subcontract contains a right to terminate in the event of bankruptcy of the Subcontractor, it being recognized that such action would be necessary to avoid and minimize such delay and consequent damage to all concerned.

If, as a matter of law, the Contractor does not have the right due to a bankruptcy proceeding involving the Subcontractor to exercise the remedies provided for in this Subcontract, then if Subcontractor, as debtor or its trustee, wishes to assume this Subcontract, in addition to curing or adequately assuring the cure of all the Subcontractor's defaults existing under this Subcontract on the date of filing of the proceedings and thereafter, the Subcontractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Subcontract.

## ARTICLE XXIV - SAFETY

The subcontractor shall at its own cost and expense protect its employees and other persons from risk of death, injury, bodily harm, and environmental release and impact arising out of or in any way connected with the subcontractor's work.

Subcontractors shall protect all persons on or near the premises from all unreasonable risks of injury that arise during or as a result of the work.

Subcontractor shall comply with all applicable environmental, health, and safety regulations or standards issued by Federal, State, or local agency having jurisdiction over the work being performed; project specific environmental, health, and safety procedures and programs required by the client; the Environmental, Health, and Safety Program of BCG; all Right to Know and similar hazard communication standards; and any safety rule or procedure required by the subcontractor's own safety program that does not conflict or provides a greater standard of protection than do the above. It is the subcontractor's responsibility to maintain awareness of any and all current and pending environmental, health, and safety legislation, regulation, or standard that applies to its work. Should new legislation, regulation, or standard take affect during the course of the subcontractor's work, the subcontractor shall bear all expense to comply with said legislation, regulation, or standard. The subcontractor shall indemnify, defend, and save the Contractor harmless from any liability, loss, cost, penalty, damage, or expense, including attorney's fees, which Contractor may incur as a result of or in any way connected with any alleged violation by subcontractor of any legislation, regulation, order, rule, requirement, or standard.

The subcontractor will absorb all costs related to corrective action necessary by BCG to ensure the subcontractor's compliance with environmental, health, and safety legislation, regulation, or standard. Such costs may include material and labor to oversee the subcontractor's safety programs, provide training, and attendance at special meetings by BCG EHS Department Staff.

Subcontractor shall provide a designated safety representative for the Work of this Subcontract. The safety representative shall have experience in safety health aspects of the construction work, shall work in improving the safety and health of people involved in, and in the proximity of, the Work of the Subcontract, and be on the job site during all normal work hours.

Subcontractor's safety representative shall, at a minimum, establish a safety program for the job site, a copy of which shall be furnished to the Contractor. The safety program shall include:



- (i) A list of general and specific safety guidelines for trade work.
- (ii) A training program for instructing each worker to recognize and avoid unsafe conditions and to apply good safety and health practices.
- (iii) A system for ensuring that machinery and equipment are operated only by qualified people.
- (iv) A system for tagging and removing unsafe machinery, equipment, tools and goods.
- (v) A system for investigating each injury and reporting its cause and the steps taken to prevent recurrence to Contractor.
- (vi) Subcontractor shall review the safety program with the Contractor before implementing it.
- (vii) A system of disciplinary action for failure to follow safety regulation.
- (viii) Designating by name all Competent and Qualified Persons required by specific Standards.

In addition to the above, the Subcontractor shall strictly comply with BCG Environmental Health & Safety program for the Project and with all safety policies and procedures of the Contractor.

The Subcontractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the manufacturer of such substance. The Subcontractor shall maintain at the Site and forward to the Contractor copies of the most current Material Safety Data Sheets with respect to each hazardous substance received, used, or stored at the Site by the Subcontractor. The Subcontractor shall immediately forward to the Contractor any updated Material Safety Data Sheets. The Subcontractor shall properly label, and inform the Contractor of, any pipes or piping systems containing hazardous substances used or maintained at the Site by the Subcontractor. Prior to the receipt of such materials at the Site, the Subcontractor shall submit a list of all materials which the Subcontractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable Federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

The Subcontractor shall not permit the use or sale of alcoholic beverages, illegal drugs or controlled substances on or about the Site, nor shall he allow any person under the influence of these to remain on the Site. The Subcontractor acknowledges and shall advise his employees and sub-subcontractors that the drinking of alcohol or use of illegal drugs or controlled substances during or before working hours (even if consumed off the Site) to be an offense justifying termination of this Subcontract for good cause.

#### **ARTICLE XXV - EQUAL EMPLOYMENT OPPORTUNITY**

Contractor is committed to non-discrimination in employment. Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, physical impairment, national origin, height, weight or marital status.

The provisions set forth herein are part of this Subcontract, and Subcontractor shall comply in full therewith. Subcontractor shall comply with all requirements of the Contractor, including without limitation, inspections, reviews and reports, to insure Subcontractor's compliance with these provisions.

#### **ARTICLE XXVI - PERFORMANCE AND PAYMENT BONDS**

At the request of the Contractor or Owner, the Subcontractor shall furnish performance and payment bonds, each on the amount of one hundred (100%) percent of the Subcontract price. The performance and payment bonds shall be issued by licensed commercial sureties, in form and substance acceptable to the Owner and Contractor, and shall be multiple obligee bonds in favor of the Owner, the Owner's lender, and the Contractor and their respective successors and assigns, and shall be increased in the event of an increase in the Subcontract price. The premium for such bonds shall be an increase to the Subcontract price.

#### **ARTICLE XXVII - MISCELLANEOUS**

(a) Subcontractor shall obtain and pay for all necessary permits and licenses and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority applicable to the performance of the Work and be responsible for and correct any violations thereof.

(b) Subcontractor shall repair all damage to the Work or the work or property of others caused by Subcontractor, except for work performed out of sequence by other subcontractors.

(c) Subcontractor hereby expressly warrants that it shall examine the work installed by others that affects Subcontractor's Work and that if any defects exist, Subcontractor shall immediately notify Contractor in writing and the Subcontractor shall not proceed until such defects are corrected or Subcontractor is given written authorization to proceed signed by an officer of Contractor. If Subcontractor fails to give notice as required herein, Subcontractor shall be deemed to have waived any claim with respect to such defects.

(d) This Subcontract and the Subcontract Documents are intended to supplement and complement each other and shall, where possible, be thus interpreted. If, however, any provisions of this Subcontract irreconcilably conflicts with a provision of the other Subcontract Documents, the provision imposing the greater duty on the Subcontractor shall govern.

(e) This Subcontract shall be binding upon and shall insure to the benefit of the parties hereto and their successors and permitted assigns.

(f) This Subcontract Agreement is the entire agreement between the parties and this Subcontract supersedes all negotiations or any previous written or oral representations or agreements. Except as provided in Article II with respect to backcharges and adjustments to the Subcontract Price permitted under this Subcontract, this Subcontract may be amended only by a written agreement executed by both parties.

(g) This Contract shall be null and void of no effect (1) if Contractor and the Owner do not enter into and execute the Prime Contract; (2) Contractor is unable to commence its work on the Project due to causes beyond its reasonable control; or (3) the Architect or Owner objects to the Subcontractor.

(h) No waiver by Contractor of any breach of Subcontractor or a provision of this Subcontract shall be deemed a waiver of any other provision hereof or of any subsequent breach by Subcontractor of such provision.

(i) If any provision of this Subcontract (or the application thereof) is invalid or unenforceable to any extent, the remainder of this Subcontract (and other applications thereof) shall not be affected thereby, and each provision of this Subcontract shall be valid and enforceable to the fullest extent permitted by law.

(j) Subcontractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the subcontractor's work, including but not restricted to conditions bearing upon transportation, existing structures, disposal, handling and storage of materials, availability of labor, water, electric power, roads or other forms of access, and uncertainties of weather, river stages, tides or similar physical conditions of the site, the conformation and conditions of the ground with the character and content of all other contracts related to the project, and the character of machinery, equipment and facilities needed preliminary to and during prosecution of the subcontractor's work. Subcontractor further acknowledges that he has satisfied himself as to the character, quality and quantity of the surface and subsurface materials, obstacles and other conditions, which may be encountered. Contractor assumes no responsibility for any conclusions or interpretations made by subcontractor on the basis of the information made available by the owner, architect or other third parties.

#### **ARTICLE XXVIII - ENTIRE AGREEMENT**

This Subcontract and the documents incorporated herein sets forth the entire agreement between the Contractor and the Subcontractor.

#### **ARTICLE XXIX - EXHIBITS**

The complete Subcontract Agreement is comprised of this Subcontract Agreement, along with the following exhibits.

- Exhibit A - Contract Documents**
- Exhibit B - Procedures**
- Exhibit C - Insurance Requirements**
- Exhibit D - Scope of Work**
- Exhibit E - Unit Prices, Alternates, Mark-Ups**
- Exhibit F - Project Schedule**
- Exhibit G - Site Logistics Plan**

ARTICLE XXIX - AUTHORITY

By his signature below, the undersigned represents that he is duly authorized to execute this Subcontract on behalf of the Subcontractor.

The Subcontractor is:

\_\_\_\_\_ an individual whose signature appears below and address appears on page 1 hereof

\_\_\_\_\_ a partnership, full name of all Partners being:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

✓ \_\_\_\_\_ a corporation incorporated under the laws of the State of MI, for whom the undersigned is a president or executive vice president and who is authorized to sign contracts.

IN WITNESS WHEREOF, the parties have executed this Subcontract as of the date set forth on page 1 hereof.

WITNESSES:

By: [Signature]

By: [Signature]  
[Signature]

CONTRACTOR:

BRAUN CONSTRUCTION GROUP, INC.  
a Michigan corporation

By: [Signature]  
Dick Conway

Its: Project Manager

Dated: 7/23/08

SUBCONTRACTOR:

By: [Signature] Mike Zoch

Its: VICE PRESIDENT

Dated: 7/15/08

EXHIBIT A  
CONTRACT DOCUMENTS  
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1. The subcontract documents consist of the following documents as Issued by Dorsky, Hodgson, Parrish, Yue, bid and permit issue dated 01/04/08.

**DORSKY, HODGSON, PARRISH, YUE**

<u>Sheet</u>	<u>Description of Sheet</u>
<b><u>ARCHITECTURAL</u></b>	
00.00	Title Sheet
00.01	Code Review Sheet
00.02	Master Unit Chart
00.03	Parking Count & Phasing Diagram
00.04	Campus Wide Building Elevations
20.01	Overall Site Plan FFE- Links & Bridges
30.01	Terrace Floor Plan - A
30.02	Terrace Floor Plan - B
30.03	First Floor Plan - A
30.04	First Floor Plan - B
30.05	Second Floor (Main Street) Plan - A
30.06	Second Floor (Main Street) Plan - B
30.07	Third Floor Plan - A
30.08	Third Floor Plan - B
30.09	Fourth Floor Plan - A
30.10	Fourth Floor Plan - B
30.11	Roof Floor Plan - A
30.12	Roof Floor Plan - B
31.00	Overall Elevations
31.01	North & South Elevations
31.02	East Elevations
31.03	West Elevations
31.04	Courtyard Elevations
31.10	Elevation Details
32.01	Building Sections
32.02	Building Sections
32.03	Building Sections
33.01	Wall Sections
33.02	Wall Sections
33.03	Wall Sections
33.04	Wall Sections @ Link From RB1.1 to RB1.2
33.05	Wall Sections Through Link
33.06	Wall Sections Through Link
33.07	Wall Sections
33.08	Chimney Sections
33.20	Exterior Details - RB
33.21	Exterior Details - Link
34.01	Elevator Plans and Sections
34.02	Stair Plans and Sections
34.03	Stair Plans and Sections
34.04	Firewall Details
35.01	Wall, Floor, Ceiling Schedules
35.02	Door Schedules

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35.03	Head and Jamb Details
36.01	Details
36.02	Enlarged Plans & Interior Elevations
36.03	Enlarged Plans
36.04	Enlarged Plans
36.05	Enlarged Plans
36.06	Enlarged Plans
36.07	Enlarged Plans
37.01	Link / Bridge Plans
37.02	Link / Bridge Plans
37.03	Bridge Section
38.01	Terrance RCP Plan - A
38.02	Terrance RCP Plan - B
38.03	First Floor RCP - A
38.04	First Floor RCP - B
38.05	Second Floor RCP - A
38.06	Second Floor RCP - B
38.07	Third Floor RCP - A
38.08	Third Floor RCP - B
38.09	Fourth Floor RCP - A
38.10	Fourth Floor RCP - B
40.01	Terrace Finish Plan - A
40.02	Terrace Finish Plan - B
40.03	First Floor Finish Plan - A
40.04	First Floor Finish Plan - B
40.05	Second Floor Finish Plan - A
40.06	Second Floor Finish Plan - B
40.07	Third Floor Finish Plan - A
40.08	Third Floor Finish Plan - B
40.09	Fourth Floor Finish Plan - A
40.10	Fourth Floor Finish Plan - B
41.01	Terrace Wall Finish Plan - A
41.02	Terrace Wall Finish Plan - B
41.03	First Floor Wall Finish Plan - A
41.04	First Floor Wall Finish Plan - B
41.05	Second Floor Wall Finish Plan - A
41.06	Second Floor Wall Finish Plan - B
41.07	Third Floor Wall Finish Plan - A
41.08	Third Floor Wall Finish Plan - B
41.09	Fourth Floor Wall Finish Plan - A
41.10	Fourth Floor Wall Finish Plan - B
45.01	Finish Schedule and Legend
45.02	Resident Unit Finish Schedule
45.03	Unit Amenities List
48.01	Terrace Signage Plan - A
48.02	Terrace Signage Plan - B

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48.03	First Floor Signage Plan - A
48.04	First Floor Signage Plan - B
48.05	Second Floor Signage Plan - A
48.06	Second Floor Signage Plan - B
48.07	Third Floor Signage Plan - A
48.08	Third Floor Signage Plan - B
48.09	Fourth Floor Signage Plan - A
48.10	Fourth Floor Signage Plan - A
49.01	Terrace Furniture Finish Plan - A
49.02	Terrace Furniture Finish Plan - B
49.03	First Floor Furniture Finish Plan - A
49.04	First Floor Furniture Finish Plan - B
49.05	Second Floor Furniture Finish Plan - A
49.06	Second Floor Furniture Finish Plan - B
49.07	Third Floor Furniture Finish Plan - A
49.08	Third Floor Furniture Finish Plan - B
49.09	Fourth Floor Furniture Finish Plan - A
49.10	Fourth Floor Furniture Finish Plan - B

**UNIT PLAN SHEETS**

Unit	Unit Standards & Notes
Notes	
G51	Unit Plans - Arch, M, E, P
G52	Unit Plans - Arch, M, E, P
H61+16	Unit Plans - Arch, M, E, P
K31.5	Unit Plans - Arch, M, E, P
K31.5SR	Unit Plans - Arch, M, E, P
K32.5	Unit Plans - Arch, M, E, P
K33.5	Unit Plans - Arch, M, E, P
K61	Unit Plans - Arch, M, E, P
K71	Unit Plans - Arch, M, E, P
LG41.5	Unit Plans - Arch, M, E, P
LR21	Unit Plans - Arch, M, E, P
R11	Unit Plans - Arch, M, E, P
R21	Unit Plans - Arch, M, E, P
R21A	Unit Plans - Arch, M, E, P
R41.5	Unit Plans - Arch, M, E, P
R42.5	Unit Plans - Arch, M, E, P
R51	Unit Plans - Arch, M, E, P
R61	Unit Plans - Arch, M, E, P
S21	Unit Plans - Arch, M, E, P
S41	Unit Plans - Arch, M, E, P
S41A	Unit Plans - Arch, M, E, P

**Structural**

60.01	Foundation Plan - A
60.02	Foundation Plan - B
60.03	First Level Framing Plan - A
60.04	First Level Framing Plan - B
60.05	Typical Floor Framing Plan (2nd- 4th) - A
60.06	Typical Floor Framing Plan (2nd- 4th) - B

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60.07	Roof Framing Plan - A
60.08	Roof Framing Plan - B
60.09	Typical Floor Framing Plan (2nd- 4th)
61.01	Foundations Sections & Details
61.02	Section & Details
62.01	Section & Details
62.02	Section & Details
62.03	Section & Details
62.04	Section & Details
63.01	Section & Details
64.01	Section & Details
66.01	General Notes
66.02	General Notes
66.03	General Notes

**PLUMBING**

70.00	Plumbing Details & Notes
70.01	Partial Foundation Floor Plumbing Plan - A
70.02	Partial Foundation Floor Plumbing Plan - B
70.03	Partial Terrace Floor Plumbing Plan - A
70.04	Partial Terrace Floor Plumbing Plan - B
70.05	Partial First Floor Plumbing Plan - A
70.06	Partial First Floor Plumbing Plan - B
70.07	Partial Second Floor Plumbing Plan - A
70.08	Partial Second Floor Plumbing Plan - B
70.09	Partial Third Floor Plumbing Plan - A
70.10	Partial Third Floor Plumbing Plan - B
70.11	Partial Fourth Floor Plumbing Plan - A
70.12	Partial Fourth Floor Plumbing Plan - B
70.13	Partial Attic Floor Plumbing Plan - A
70.14	Partial Attic Floor Plumbing Plan - B
71.01	Enlarged 4th Floor Mechanical Room
72.01	Plumbing Riser Diagrams & Details
72.02	Plumbing Riser Diagrams & Details
73.01	Sanitary Riser Diagrams
73.02	Sanitary Riser Diagrams
73.03	Sanitary Riser Diagrams
73.04	Sanitary Riser Diagrams
73.05	Sanitary Riser Diagrams
73.06	Water Riser Diagrams
73.07	Water Riser Diagrams
73.08	Water Riser Diagrams
73.09	Water Riser Diagrams

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MECHANICAL

80.00	Abbreviations & Symbols
80.01	Partial Terrace Floor Mechanical Plan - A
80.02	Partial Terrace Floor Mechanical Plan - B
80.03	Partial First Floor Mechanical Plan - A
80.04	Partial First Floor Mechanical Plan - B
80.05	Partial Second Floor Mechanical Plan - A
80.06	Partial Second Floor Mechanical Plan - B
80.07	Partial Third Floor Mechanical Plan - A
80.08	Partial Third Floor Mechanical Plan - B
80.09	Partial Fourth Floor Mechanical Plan - A
80.10	Partial Fourth Floor Mechanical Plan - B
80.11	Partial Attic Floor Mechanical Plan - A
80.12	Partial Attic Floor Mechanical Plan - B
80.13	1st And 2nd Floor Link & Bridge Mech. Plans
81.01	Enlarged Fourth Floor Mechanical Rooms
82.01	Mechanical Duct Details
82.02	Mechanical Piping Details
83.01	Flow Chart Ductwork
83.02	Flow Chart Ductwork
84.01	Mechanical Schedules

ELECTRICAL

90.00	Abbreviations, Schedules & Symbols
90.01	Partial Terrace Level Lighting & Power Plan - A
90.02	Partial Terrace Level Lighting & Power Plan - B
90.03	Partial First Level Lighting & Power Plan - A
90.04	Partial First Level Lighting & Power Plan - B
90.05	Partial Second Level Lighting & Power Plan - A
90.06	Partial Second Level Lighting & Power Plan - B
90.07	Partial Third Level Lighting & Power Plan - A
90.08	Partial Third Level Lighting & Power Plan - B
90.09	Partial Fourth Level Lighting & Power Plan - A
90.10	Partial Fourth Level Lighting & Power Plan - B
90.11	Partial First Floor Link & Second Floor Bridge Lighting/Power
91.01	Enlarged Elec. & Mech. Rooms, Power Plans
91.02	Enlarged Elec. & Mech. Rooms, Power Plans
91.03	Mechanical Equipment Schedules
92.01	Electrical & Communication Conduit Routing Plan
92.02	Electrical Details
92.03	Electrical Details
92.04	Schematic Diagrams & Details
92.05	Riser Diagrams & Details
93.01	One Line Diagram
94.01	Panel Schedules
94.02	Panel Schedules



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The Work shall be performed subject to, and in strict accordance with, the following requirements:

1. The Subcontractor shall confine its materials, tools, equipment and operations to those areas specified by the Contractor and shall protect such items against damage from other subcontractors, weather, theft, vandalism and other causes.
2. Subcontractor shall submit shop drawings and other submittals in accordance with the Prime Contract or and as additionally required by the Contractor. Subcontractor shall submit a minimum of one ( 1 ) reproducible and four ( 4 ) copies of all shop drawings and other submittals for approval, and any additional copies that may be required after approval, for use by Contractor; in the format prescribed in Division 1 of the Prime Contract. Submit per schedule by Contractor or in any event in sufficient time to prevent delay. The Subcontractor shall promptly submit shop drawings and samples required to perform its Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Subcontractor's Work or the work of the Contractor or other subcontractors. No allowance of an extension of time shall, in any event, be made to the Subcontractor for delay by the Subcontractor in preparing drawings or in securing approval of the Architect thereto where such drawings are not properly prepared or when the Subcontractor by the exercise of reasonable diligence and judgment could have anticipated and avoided the delay. Approval of shop drawings and other submittals by Contractor and Architect shall not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the requirements of the Subcontract Documents and its responsibility for the proper matching and fitting of the Work with contiguous work.

**ALL SUBMITTALS / SHOP DRAWINGS AND SUBMITTALS SHALL BE IDENTIFIED BY PROJECT MANUAL/TECHNICAL SPECIFICATION SECTION NUMBER AND SENT DIRECTLY TO:**

**ATTENTION     *Tim Bemus, Project Engineer*  
BRAUN CONSTRUCTION GROUP, INC.  
4474 Leap Road  
Hilliard, OH 43026**

3. The Subcontractor, in carrying out its Work, shall take all necessary precautions to properly protect the finished and unfinished work of other trades and adjacent property from damage caused by its operations and further agrees to pay the Contractor for any damages or delay that may be caused to such work by the Subcontractor or by its agents or employees.
4. The Subcontractor shall cooperate with the Contractor and all other subcontractors whose work might interfere with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings as required by the Subcontract Documents or the Contractor or as otherwise appropriate, specifically noting and advising the Contractor of any such interference.
5. The Subcontractor shall furnish monthly written progress reports on the Work and such other periodic reports as the Contractor may require, including "Material and Equipment Status Reports" providing information on the status of materials and equipment which may be in the course of preparation or manufacture or delivery.
6. All communications shall be solely through the Contractor. The Subcontractor shall not communicate directly with the Architect or Owner unless specifically authorized to do so in writing by the Contractor.
7. Subcontractor shall provide sufficient workmen, equipment and materials for the prompt and diligent execution of the work and shall not directly or indirectly employ workmen, equipment or materials that are likely to cause strikes, slowdowns or similar interruptions of the Work. Subcontractor shall comply with all wage rates, reporting obligations, safety regulations and similar requirements established under the Prime Contract and by any governmental authority having jurisdiction. Any employee of the Subcontractor may be refused admittance to the Project Site or may be requested to leave the Project Site at any time by the Contractor and the Contractor shall not be required to have or state any reason for such action. If any employee or employees of the Subcontractor are so barred from the Work, the Subcontractor shall immediately replace such employee or employees with employees satisfactory to the Contractor.
8. Whenever it may be useful or necessary for the Contractor to do so, the Contractor shall be permitted to occupy and/or use any portion of the Work which has been either partially or fully completed by the Subcontractor before final inspection and acceptance thereof by the Owner, but such use and/or occupation shall not relieve the Subcontractor of its guarantee of said Work and materials nor of his obligation to make good at its own expense any

**EXHIBIT B  
PROCEDURES  
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defect in materials and/or workmanship which may occur or develop prior to Contractor's release from responsibility to the Owner.

9. The Subcontractor specifically agrees that it is responsible for the protection of its Work until final completion and acceptance thereof by the Owner and that it will make good or replace, at no expense to the Contractor or the Owner, any damage to its work which occurs prior to said final acceptance.
10. Dimensions on Drawings are to be followed; the Subcontractor shall NOT scale drawings; all measurements must be checked at the premises before the Work is executed. No extra charge shall be made for changes necessitated by minor variations in the actual conditions at the Site from what is shown on Drawings.
11. The Subcontractor shall arrange for delivery of its materials so as to prevent interruptions of or delay to its Work or the work of others. Within fourteen (14) days of execution of this Subcontract, Subcontractor shall submit to the Contractor a schedule for delivery of materials, equipment and a material status report.
12. The Subcontractor shall employ, and require its sub-subcontractors to employ, only compatible labor to the end that the work of the Subcontractor and all other contractors may proceed without interference by labor disputes and without embarrassment there from to the Contractor or Owner. The Subcontractor shall be responsible for any work stoppages or union jurisdictional disputes and shall pay any additional expenses incurred by the Subcontractor or the Contractor or others as a result of any work stoppages or union disputes related to any of the Subcontractor's Work.
13. The Subcontractor shall appoint a superintendent to supervise the performance of the Subcontractor's Work at all times. The Subcontractor's superintendent shall be authorized to act on behalf of the Subcontractor and shall attend all Project meetings at the request of the Contractor. The Subcontractor's superintendent shall be designated prior to commencement of the Subcontractor's Work, and the designated superintendent shall not be substituted or replaced without the prior approval of the Contractor.
14. Except as provided otherwise herein, any notice required to be given or which may be given to the Contractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to:

Dick Conway, Project Manager  
BRAUN CONSTRUCTION GROUP, INC.  
4474 Leap Road  
Hilliard, OH 43026

until the Contractor shall otherwise advise the Subcontractor in writing. Any notice required to be given or which may be given to the Subcontractor pursuant to this Subcontract shall be forwarded in writing, by personal delivery or by certified mail, return receipt requested, to until the Subcontractor shall advise the Contractor in writing.

**If deemed necessary by the Contractor, the Subcontractor may be contacted on a twenty-four (24) hour basis through the following authorized persons, at the telephone numbers indicated:**

	<u>NAME</u>	<u>POSITION</u>	<u>TELEPHONE NO.</u>	<u>CELL PHONE NO.</u>
1.	<i>Mike Zora</i>	<i>VP</i>		<i>614-348-3547</i>
2.				
3.				

15. The Subcontractor shall follow the manufacturer's recommendations with respect to handling, storage and installation of materials and equipment furnished by the Subcontractor under this Subcontract. In the event of any conflict between the requirements of the Subcontract Documents and the manufacturer's recommendations, the Subcontractor shall follow the requirements producing the highest quality work.
16. The Subcontractor shall promptly furnish all information requested by the Contractor with respect to job progress and scheduling, including without limitation, detailed information regarding anticipated equipment use, anticipated manpower loading, anticipated interruption of power or other utilities, anticipated interface of the Subcontractor's

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Work with the work of others, planned safety precautions or other activities that may affect access to the Project, anticipated requirements for temporary services, planned deliveries of equipment and materials, etc. Such information shall be furnished by Subcontractor within thirty (30) days from the date of this Subcontract or sooner if requested by the Contractor.

17. The Subcontractor shall furnish and pay for all temporary heat and power, winter protection, temporary protection, temporary facilities and other items specifically required for the performance of the Subcontractor's Work.
18. In laying out its Work, the Subcontractor shall follow benchmarks established by the Contractor. The Subcontractor shall notify the Contractor immediately if the Subcontractor believes the benchmarks are inaccurate or incomplete.
19. Unless provided otherwise herein, references to days in this Subcontract shall mean calendar days.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
Page 1 of 4

- 11.1 Per Article XII of this Contract, each policy of insurance shall name the Owner, the Architect and the General Contractor as additional insureds. The subcontractor shall have its insurance company name Contractor Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is primary insurance. If the Additional Insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Additionally insureds:

<b>Owner:</b>	<b>Columbus Campus, LLC</b>
<b>Owner:</b>	<b>Erickson Retirement Communities, LLC</b>
<b>Architect:</b>	<b>Dorsky, Hodgson, Parrish, Yue-EMH&amp;T-Kenneth Weikal</b>
<b>General Contractor:</b>	<b>Braun Construction Group, Inc.</b>

The certificate holder shall be named as follows:

**Ashley Monahan**  
**BRAUN CONSTRUCTION GROUP, INC.**  
39395 W. 12 Mile Road, Suite 100  
Farmington Hills, MI 48331

The project name must be referenced on the certificate of insurance:

<b>Project Name:</b>	<b>Residential Building 1.1 (RB 1.1)</b>
<b>BCG Job#</b>	<b>28-002</b>

- 11.1.1 The insurance requirements per the General Conditions and any Supplementary General Conditions of the Contract Documents are modified as follows:
- 11.1.2 The subcontractor prior to commencement of work, shall secure and maintain insurance from a company or companies either licensed (admitted, authorized) or unlicensed (eligible, unauthorized) and acceptable to the General Contractor. Such insurance shall remain in force until the work is completed and until the expiration of a ONE (1) year correction period. The insurance should protect the subcontractor from bodily injury including death, personal injury and property damage liability which may arise in whole or in part from the subcontractor's operations, whether such operations are by itself or anyone directly or indirectly employed by it.
- 11.1.3 Such insurance shall cover all contractual obligations which the subcontractor has assumed, including this indemnification:
- The subcontractor shall indemnify and hold harmless the General Contractor as well as the Owner of the project as well as their respective office agents, employees and assigns from and against all claims, damages, losses and expenses including attorneys fees arising out of or resulting from the performance of the subcontractor's work under the subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, and is caused in whole or in part by the negligent act or omission of the subcontractor or anyone directly or indirectly employed by the subcontractor or anyone for whose acts the subcontractor may be liable regardless of whether it is caused in part by the party indemnified hereunder.
- 11.1.4 Neither the subcontractor nor his insurer shall have any claim against the General Contractor to the extent the claim against the subcontractor is or should have been covered by the insurance required under the Contract Documents.
- 11.1.5 Each insurance policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the project or any policy expiration date shown on the policy and the insurance certificate, whichever occurs first, terminate the policy or reduce any limits, limit or exclude coverage's therein without first mailing notice to the General Contractor by certified mail, return receipt requested. Written notice of such action must be provided at least thirty days prior to the effective date and such change.
- 11.1.6 The subcontractor shall not commence work under the contract until it has obtained all of the insurance required hereunder. Approval of the insurance by the General Contractor shall not relieve or decrease the liability of the subcontractor hereunder. In the event subcontractor fails to provide a certificate or the certificate is not valid, the subcontractor shall pay the additional premiums imposed upon the General Contractor because of such failure and the General Contractor may deduct any such items from the amounts owed the subcontractors.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**Page 2 of 4**

11.1.7 True and complete copies of all specified policies shall be made available to the General Contractor for inspection upon the General Contractor's request. The insurance certificate provided in the Contract shall be filed with the General Contractor. Any insurance certificate filed with the General Contractor which shall be found to be incomplete or not according to form, will be returned as unsatisfactory. Rejected insurance certificates shall be corrected as necessary and resubmitted until approved.

11.1.8 **Subcontractor shall provide:**

1. Statutory Workers Compensation and Employers Liability  
\$500,000 Each Accident  
\$500,000 Disease, Each Employee  
\$500,000 Disease Policy Limit
2. General Liability Insurance of which shall be on an occurrence basis on either an ISO '73 comprehensive general liability form or an ISO '86 commercial general liabilities form including:
  - A. Premises/Operations, Liability, and shall not exclude explosion, collapse of underground damage coverage.
  - B. Independent Contractor Liability
  - C. Products Liability/Completed Operations Liability
  - D. Broad Form Property Damage (if '73 comprehensive general liability form)  
General Liability Limits:  
General Aggregate (other than  
Products-Completed Operations \$2,000,000 Per Project Location  
Products-Completed Operations \$2,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence Limit \$1,000,000
3. Business Auto Liability  
Owned, Non-Owned, and Hired  
Auto Liability \$1,000,000
4. Excess Liability \$2,000,000/Occurrence
5. Installation floater (at General Contractor's option) covering building materials at the jobsite and in transit to the jobsite at limits commensurate with the subcontractor's materials portion of its bid.

11.1.9 The cost of the insurance shall be paid by the subcontractor. The subcontractor will, if required by the General Contractor, prior to starting work, provide the General Contractor with true and complete copies of the above policies as evidence that such insurance is in existence and provides at least 30 days prior written notice of cancellation to the General Contractor.

11.1.10 The subcontractor shall furnish the General Contractor with a valid insurance certificate confirming the insurance coverage and stating that no decrease in limits or exclusions/limitations of coverage or cancellation of the policy will be made without 30 days written notice by the insurance company to the General Contractor.

11.1.11 All policies shall contain a waiver of subrogation unless waived by the General Contractor. The waiver of subrogation shall be provided by the insurance carrier in favor of the Owner.

11.1.12 The liability insurance required of the subcontractor shall cover the risk adjacent property for collapse of structures during construction, explosion and underground liability arising out of this contract.

11.1.13 The subcontract shall maintain Completed Operations Liability Insurance for a minimum period of one (1) year after the issuance of a Certificate of Substantial Completion for all of the work or until the time when the incomplete corrective work is completed if this event takes longer than one year.

11.1.14 The subcontractor agrees to assist in every manner possible in the reporting and investigation of any accident, and upon request to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and obtaining the attendance of witnesses as required for any claim or suit.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
Page 3 of 4

- 11.1.15 Failure to secure the insurance coverage's, or failure to comply fully with any of the insurance provisions of this Contract or failure to secure such endorsements on policies as may be necessary to carry out terms and provisions of this contract shall in no way act to relieve the subcontractor from the obligations of this Contract.
- 11.1.16 The true and complete copies called for herein shall be furnished in duplicate and shall specifically set forth evidence of all coverage's required by Article 11. The subcontractor shall furnish to the General Contractor a true and complete copy of any new endorsement that is subsequently issued limiting or reducing coverage's or limits.

# EXHIBIT "C"

## SAMPLE INSURANCE CERTIFICATE

ACCORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)	
PRODUCER		FAX:		THIS CERTIFICATE IS ISSUED AS AMATEUR OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICES BELOW.	
<b><u>SAMPLE</u></b>					
ATTENTION:		EXT:		COMPANIES AFFORDING COVERAGE	
INSURED: SUBCONTRACTOR NAME (INSERT HERE)				TO BE DETERMINED	
SUBCONTRACTOR ADDRESS (INSERT HERE)				COMPANY A	
SUBCONTRACTOR ADDRESS (INSERT HERE)				COMPANY B	
				COMPANY C	
				COMPANY D	
COVERAGES					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE & POLICY EXPIRATION DATE		
			(MM/DD/YY) & (MM/DD/YY)		
GENERAL LIABILITY			GENERAL AGGREGATE		
(X) COMMERCIAL GENERAL LIABILITY			PRODUCTS-COMP/OP/AGG		
CLAIMS MADE X OCCUR			PERSONAL & ADV INJURY		
A	XXXXX	00/00/00	00/00/00	EACH OCCURRENCE	\$1,000,000
OWNERS & CONTRACTORS PROT				FIRE DAMAGE (ANY ONE FIRE)	\$50,000
				MED EXP (ANY ONE PERSON)	\$5,000
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT		
(X) ANY AUTO			BODILY INJURY (PER PERSON)		
ALL OWNED AUTOS			BODILY INJURY (PER ACCIDENT)		
A	XXXXX	00/00/00	00/00/00	PROPERTY DAMAGE	\$1,000,000
(X) SCHEDULED AUTOS			AUTO ONLY EACH ACCIDENT		
(X) HIRED AUTOS			OTHER THAN AUTO ONLY		
(X) NON-OWNED AUTOS			EACH ACCIDENT		
GARAGE LIABILITY			AGGREGATE		
ANY AUTO			EACH OCCURRENCE		
			AGGREGATE		
EXCESS LIABILITY		00/00/00	00/00/00	EACH OCCURRENCE	\$2,000,000
A	(X) UMBRELLA FORM XXXXX			AGGREGATE	\$2,000,000
OTHER THAN UMBRELLA FORM					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		00/00/00	00/00/00	WC STATUTORY LIMITS OTHER	
A	XXXXX			EL EACH ACCIDENT	\$500,000
THE PROPRIETOR/PARTNERS EXECUTIVE				EL DISEASE-POLICY LIMIT	\$500,000
OFFICERS ARE:	INCL			EL DISEASE-EACH EMPLOYEE	\$500,000
	EXCL				
OTHER					
PROJECT: JMOC JOB #28-002 ERICKSON RETIREMENT COMMUNITIES, HICKORY CHASE, RESIDENTIAL BUILDING 1.1 (RB 1.1), HILLIARD, OHIO					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS					
PRIMARY ADDITIONAL INSURED AS RESPECT TO GENERAL LIABILITY: BRAUN CONSTRUCTION GROUP, INC. Additional Insureds: COLUMBUS CAMPUS, LLC (OWNER) ERICKSON RETIREMENT COMMUNITIES LLC (OWNER) DORSKY, HODGSON, PARRISH, YUE (ARCHITECT) EVANS MECHWART, HAMBLETON & TILTON INC.					
CERTIFICATE HOLDER			CANCELLATION		
BRAUN CONSTRUCTION GROUP, INC.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE		
39395 W. 12 MILE ROAD, SUITE 100			EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL		
FARMINGTON HILLS, MI 48331			30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,		
ATTENTION: ASHLEY MONAHAN			BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY		
			OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.		
ACCORD 25-S (1/95)			ACCORD CORPORATION 1988/LT00		

## EXHIBIT "D" SCOPE OF WORK

1 of 2

Subcontractor shall provide labor and materials for a complete installation of **ALUMINUM ENTRANCES & STOREFRONTS, AUTOMATIC ENTRANCE DOORS, AND GLASS & GLAZING, COMPLETE**, per the plans and specifications prepared by Dorsky, Hodgson, Parrish Yue dated 01-04-08 "Bid & Permit" and as outlined in Exhibit "A" of this subcontract agreement.

All work is to comply with and adhere to, without exclusion, Specification Sections: Bidding Requirements, Contract Forms and Conditions of Lump Sum Contract, Division 1 – General Requirements, Specification Sections 07-901, 08-410, 08-460, 08-710, 08-800, including, but not limited to:

1. Furnish and install all work complete per the plans and specifications.
2. Furnish layout for all work specified herein.
3. All costs for hoisting, tools, and equipment are included.
4. All excess material created by work specified shall be removed from the site and disposed of in a legal manner.
5. Furnish and install all joint sealants inside the glass systems specified above as well as at the perimeter on the exterior and interior of the building.
6. Furnish and install all mirrors including mirrors in the fitness center.
7. Furnish and install aluminum window sill trim.
8. Furnish and install all glass and aluminum doors and frames.
9. Furnish and install all glass and aluminum systems in the types, styles, shapes, manufacturers, and finishes as indicated in the documents.
10. Furnish and install all glass and aluminum door hardware.
11. Furnish and install all related flashings as required.
12. Furnish and install all automatic entrance doors and automatic operators.
13. Furnish and install all interior glass and glazing systems.  
(In hollow metal, wood doors, windows, etc.)
14. All subcontractors are aware of and responsible for liquidated damages as called out in the specifications. Liquidated damages will be deducted from your contract only to the extent your firm does not perform, as required, on the job.
15. All costs for clean-up and dumpsters are included.
16. Provide drop down plate at entrance doors if required to keep closer bodies out of drywall.
17. Furnish and install safety glass / tempered glass as required by building codes.
18. Furnish and install all glass and aluminum systems associated with the link to RB-1.1.

### General Requirements

1. Provide all necessary layouts from control points furnished by BRAUN CONSTRUCTION GROUP, INC..
2. Clean up, remove from site and legally dispose of all debris required or caused by this work daily.
3. Provide all hoisting and scaffolding required to perform this work.
4. Temporary power for 120V equipment will be provided by BRAUN CONSTRUCTION GROUP, INC.. All additional power requirements to be provided by this Subcontractor.
5. Attendance is required at weekly coordination meetings conducted by BRAUN CONSTRUCTION GROUP, INC. Project Superintendent.
6. Dumpster costs and associated cleanup of debris generated by this work will be assessed if not provided by Subcontractor.
7. Provide permits and costs associated with parking of Subcontractor vehicles.
8. Coordinate all operations (i.e. hoists, deliveries, overtime, utility shut offs, etc.) with BCG Project Superintendent.
9. Coordinate all work with that of other trades through the BCG Project Superintendent.
10. Perform all work in compliance with applicable codes and governmental regulations.
11. Provide all necessary resources (i.e. labor, materials, equipment, etc.) to maintain BRAUN CONSTRUCTION GROUP, INC. schedule.

BCG INITIAL: 

BRAUN CONSTRUCTION GROUP, INC.  
SUBCONTRACT AGREEMENT

SUBCONTRACTOR INITIAL: 



**EXHIBIT "D"**  
**SCOPE OF WORK**  
2 of 2

**Safety Requirements**

1. Submit M.S.D.S. sheets prior to start of all related work.
2. Conduct weekly "Toolbox Safety Meetings" and submit minutes to BRAUN CONSTRUCTION GROUP, INC.'s Project Superintendent.
3. **Hardhats are mandatory** for the duration of the project, at any location exposed to construction activities (non-complying employees will be asked to leave the site.)
4. Attendance at monthly safety meetings conducted by BRAUN CONSTRUCTION GROUP, INC.'s Project Superintendent is mandatory.
5. Two (2) copies of the Subcontractor's safety program shall be submitted to the Project Superintendent prior to start of work.

**EXHIBIT E  
UNIT PRICES, ALTERNATES, MARK-UPS**

**1. UNIT PRICES:**

The following unit pricing includes all necessary material, labor, overhead, profit, and applicable taxes.

N/A

**ADDITIONAL PRICES TO BE PROVIDED AS REQUESTED:**

Unless the Agreement Between Owner and General Contractor provides otherwise, unit prices include all charges for fee, layout, supervision, and overhead (field and home office), general conditions items, labor, general expenses, transportation, taxes, insurance, profit, materials (with allowance for cutting losses, tolerances, mixing wastes, normal product imperfections and similar margins), and other associated costs and charges for work-in-place. These unit prices will be applied to net increases or decreases in quantities of the same item.

The foregoing unit prices shall not be subject to change during the period from March 1, 2008 through April 13, 2009.

**2. ALTERNATES**

N/A

**3. MARK UP**

N/A

Unless the Agreement Between Owner and General Contractor provides for difference mark-ups, the Subcontractor shall be entitled to the following percentages for supervision, overhead, insurance, and profit on changed work, as more particularly set forth in Article VIII of the Contract.

**Additions to the contract shall be billed at actual cost plus fifteen percent (15%) on work by Subcontractors own forces and seven and one half percent (7.5%) on work by Subcontractors sub-tier Contractors.**

Activity ID	Description	Orig Dur	Early Start	Early Finish
R070	CONCRETE FOUNDATIONS TERRACE LEVEL AREA "B"	7	21APR08 *	29APR08
R090	CONCRETE FOUNDATIONS TERRACE LEVEL AREA "A"	6	30APR08	07MAY08
R110	TERRACE LEVEL MASONRY AREA "B"	8	30APR08	09MAY08
R170	UNDERGROUND PLUMBING ROUGH-IN TERRACE AREA	8	30APR08	09MAY08
R130	TERRACE LEVEL MASONRY AREA "A"	7	08MAY08	16MAY08
R190	UNDERGROUND PLUMBING ROUGH-IN TERRACE AREA	7	08MAY08	16MAY08
R080	CONCRETE FOUNDATIONS 1st LEVEL AREA "B"	7	12MAY08	20MAY08
R150	WATERPROOF AREA "B"	4	12MAY08	15MAY08
R210	PREP/POUR SLAB-ON-GRADE TERRACE LEVEL AREA "B"	4	12MAY08	15MAY08
R230	PREP/POUR SLAB-ON-GRADE TERRACE LEVEL AREA "A"	4	13MAY08	16MAY08
R151	BACKFILL AREA "B"	3	14MAY08	16MAY08
R160	WATERPROOF AREA "A"	5	19MAY08	23MAY08
R180	UNDERGROUND PLUMBING ROUGH-IN 1st LEVEL AREA	3	20MAY08	22MAY08
R120	1st LEVEL MASONRY AREA "B"	2	21MAY08	22MAY08
R220	PREP/POUR SLAB-ON-GRADE 1st LEVEL AREA "B"	4	23MAY08	29MAY08
R100	CONCRETE FOUNDATIONS 1st LEVEL AREA "A"	3	27MAY08	29MAY08
R161	BACKFILL AREA "A"	3	27MAY08	23MAY08
R140	1st LEVEL MASONRY AREA "A"	4	30MAY08	04JUN08
R200	UNDERGROUND PLUMBING ROUGH-IN 1st LEVEL AREA	3	02JUN08	04JUN08
R240	PREP/POUR SLAB-ON-GRADE 1st LEVEL AREA "A"	4	05JUN08	10JUN08

**BUILDING FOUNDATIONS**

Activity ID	Description	Orig Dur	Early Start	Early Finish
R070	CONCRETE FOUNDATIONS TERRACE LEVEL AREA "B"	7	21APR08 *	29APR08
R090	CONCRETE FOUNDATIONS TERRACE LEVEL AREA "A"	6	30APR08	07MAY08
R110	TERRACE LEVEL MASONRY AREA "B"	8	30APR08	09MAY08
R170	UNDERGROUND PLUMBING ROUGH-IN TERRACE AREA	8	30APR08	09MAY08
R130	TERRACE LEVEL MASONRY AREA "A"	7	08MAY08	16MAY08
R190	UNDERGROUND PLUMBING ROUGH-IN TERRACE AREA	7	08MAY08	16MAY08
R080	CONCRETE FOUNDATIONS 1st LEVEL AREA "B"	7	12MAY08	20MAY08
R150	WATERPROOF AREA "B"	4	12MAY08	15MAY08
R210	PREP/POUR SLAB-ON-GRADE TERRACE LEVEL AREA "B"	4	12MAY08	15MAY08
R230	PREP/POUR SLAB-ON-GRADE TERRACE LEVEL AREA "A"	4	13MAY08	16MAY08
R151	BACKFILL AREA "B"	3	14MAY08	16MAY08
R160	WATERPROOF AREA "A"	5	19MAY08	23MAY08
R180	UNDERGROUND PLUMBING ROUGH-IN 1st LEVEL AREA	3	20MAY08	22MAY08
R120	1st LEVEL MASONRY AREA "B"	2	21MAY08	22MAY08
R220	PREP/POUR SLAB-ON-GRADE 1st LEVEL AREA "B"	4	23MAY08	29MAY08
R100	CONCRETE FOUNDATIONS 1st LEVEL AREA "A"	3	27MAY08	29MAY08
R161	BACKFILL AREA "A"	3	27MAY08	23MAY08
R140	1st LEVEL MASONRY AREA "A"	4	30MAY08	04JUN08
R200	UNDERGROUND PLUMBING ROUGH-IN 1st LEVEL AREA	3	02JUN08	04JUN08
R240	PREP/POUR SLAB-ON-GRADE 1st LEVEL AREA "A"	4	05JUN08	10JUN08

## Braun Construction Group Preliminary Construction Schedule

☐ Early bar  
☐ Target bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar

	Summary bar
P <sub>2</sub>	Start milestone point
P <sub>2</sub>	Finish milestone point

Activity ID	Description	Orig Dur	Early Start	Early Finish	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
<b>BUILDING EXTERIOR</b>																
E060	FIRE WATER SERVICE FOR VERTICAL CONSTRUCTION	0		29MAY08												
E010	EXT/INT WALL FRAMING - TERRACE LEVEL	10	30MAY08	12JUN08												
E015	FLOOR TRUSSES & SHEATHING - 1st LEVEL	10	13JUN08	26JUN08												
E020	EXT/INT WALL FRAMING - 1st LEVEL	10	27JUN08	11JUL08												
E025	FLOOR TRUSSES & SHEATHING - 2nd LEVEL	10	07JUL08	18JUL08												
E030	EXT/INT WALL FRAMING - 2nd LEVEL	10	14JUL08	25JUL08												
E035	FLOOR TRUSSES & SHEATHING - 3rd LEVEL	10	21JUL08	01AUG08												
E040	EXT/INT WALL FRAMING - 3rd LEVEL	10	28JUL08	08AUG08												
E045	FLOOR TRUSSES & SHEATHING - 4th LEVEL	10	11AUG08	22AUG08												
E050	EXT/INT WALL FRAMING - 4th LEVEL	10	18AUG08	29AUG08												
E055	ROOF TRUSSES & SHEATHING	15	25AUG08	15SEP08												
E070	INSTALL WINDOWS/SIDING - AREA "B" SOUTH	15	09SEP08	29SEP08												
E080	INSTALL WINDOWS/SIDING - AREA "B" NORTH	15	23SEP08	13OCT08												
E095	INSTALL WINDOWS/SIDING - AREA "A" SOUTH	15	07OCT08	27OCT08												
E150	START LANDSCAPING ACTIVITIES	0	14OCT08													
E140	INSTALL WINDOWS/SIDING - AREA "A" NORTH	15	21OCT08	10NOV08												
<b>MASONRY</b>																
E111	STONE/BRICK VENEER - AREA "B" SOUTH	15	09SEP08	29SEP08												
E112	STONE/BRICK VENEER - AREA "B" NORTH	15	23SEP08	13OCT08												
E113	STONE/BRICK VENEER - AREA "A" SOUTH	15	07OCT08	27OCT08												
E181	STONE/BRICK CLEANING AREA "B"	5	07OCT08	13OCT08												
E221	EXTERIOR CAULKING AREA "B"	5	07OCT08	13OCT08												
E114	STONE/BRICK VENEER - AREA "A" NORTH	15	21OCT08	10NOV08												
E191	STONE/BRICK CLEANING AREA "A"	5	04NOV08	10NOV08												
E231	EXTERIOR CAULKING AREA "A"	5	04NOV08	10NOV08												
<b>ROOFING</b>																

**Braun Construction Group**  
Preliminary Construction Schedule

Legend:  
☐ Early bar  
☐ Target bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar  
 P1 Start milestone point  
 P2 Finish milestone point

Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009			
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR			
R040	ICE & WATER SHIELD	5	02SEP08	08SEP08						<input type="checkbox"/> ICE & WATER SHIELD										
R045	SHINGLES	25	02SEP08	06OCT08						<input type="checkbox"/> SHINGLES										
R030	ATTIC SPRINKLER INSTALL & TEST	15	16SEP08	06OCT08						<input type="checkbox"/> ATTIC SPRINKLER INSTALL & TEST										
R060	INSTALL FASCIA / GUTTERS	25	30SEP08	03NOV08						<input type="checkbox"/> INSTALL FASCIA / GUTTERS										
R050	INSULATE ATTIC & CHICKEN WIRE	15	07OCT08	27OCT08						<input type="checkbox"/> INSULATE ATTIC & CHICKEN WIRE										
RB - 1.2 LINK																				
STRUCTURAL STEEL																				
2180	STEEL ERECTION & DETAILING	5	30MAY08	05JUN08						<input type="checkbox"/> STEEL ERECTION & DETAILING										
2190	PREP & POUR CONCRETE	4	06JUN08	11JUN08						<input type="checkbox"/> PREP & POUR CONCRETE										
2140	METAL STUD FRAMING / DENZ GLASS	5	12JUN08	18JUN08						<input type="checkbox"/> METAL STUD FRAMING / DENZ GLASS										
2010	MASONRY	5	19JUN08	25JUN08						<input type="checkbox"/> MASONRY										
2020	WOOD BLOCKING	4	19JUN08	24JUN08						<input type="checkbox"/> WOOD BLOCKING										
2170	SINGLE PLY ROOFING	2	25JUN08	26JUN08						<input type="checkbox"/> SINGLE PLY ROOFING										
2000	INSTALL METAL FRAMES & GLASS	5	26JUN08	02JUL08						<input type="checkbox"/> INSTALL METAL FRAMES & GLASS										
2100	WOOD TRUSSES	3	26JUN08	30JUN08						<input type="checkbox"/> WOOD TRUSSES										
2120	SHINGLES	2	01JUL08	02JUL08						<input type="checkbox"/> SHINGLES										
2040	WOOD TRIM	5	03JUL08	10JUL08						<input type="checkbox"/> WOOD TRIM										
2050	DRYWALL	5	03JUL08	10JUL08						<input type="checkbox"/> DRYWALL										
2060	TAPE, SAND & FINISH	3	11JUL08	15JUL08						<input type="checkbox"/> TAPE, SAND & FINISH										
2070	CEILING GRID	2	11JUL08	14JUL08						<input type="checkbox"/> CEILING GRID										
2110	METAL FASCIA & GUTTERS	3	11JUL08	15JUL08						<input type="checkbox"/> METAL FASCIA & GUTTERS										
2130	HEAT PUMP INSTALL	2	11JUL08	14JUL08						<input type="checkbox"/> HEAT PUMP INSTALL										
2160	ELECTRICAL FINISH	2	15JUL08	16JUL08						<input type="checkbox"/> ELECTRICAL FINISH										
2080	PAINING / VINYL WALLCOVERING	4	16JUL08	21JUL08						<input type="checkbox"/> PAINTING / VINYL WALLCOVERING										
2200	HANDRAIL AND WINDOW SILL INSTALL	3	16JUL08	18JUL08						<input type="checkbox"/> HANDRAIL AND WINDOW SILL INSTALL										

## EXHIBIT "F" PROJECT SCHEDULE

☐ Early bar  
☐ Target bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar  
☐ Start milestone point  
☐ Finish milestone point

## Braun Construction Group Preliminary Construction Schedule

Data date: 15APR08  
 Run date: 21APR08  
 Filter: All activities  
 Page number: 3A  
 Page count: 17A  
 Primavera Systems, Inc.

Activity ID	Description	Orig Dur	Early Start	Early Finish	2009	2010
					APR	MAY
2090	CARPET	2	22JUL08	23JUL08		
INTERIOR FRAMING						
TERRACE LEVEL						
T125	DELIVER TUBS/SHOWERS	1	30MAY08	30MAY08		
T115	INSTALL TUBS/SHOWERS	5	06JUN08	12JUN08		
T050	PLUMBING ROUGH-IN	10	08JUL08	21JUL08		
T020	DUCTWORK ROUGH-IN	10	22JUL08	04AUG08		
T030	FIRE PROTECTION ROUGH-IN	10	22JUL08	04AUG08		
T060	DELIVER HEAT PUMPS	1	22JUL08	22JUL08		
T040	INSTALL HEAT PUMPS	5	23JUL08	29JUL08		
T065	TIE-IN HEAT PUMPS	5	28JUL08	01AUG08		
T026	INTALL FIRE DAMPERS / TIE-IN HEAT PUMPS	5	30JUL08	05AUG08		
T090	MISCELLANEOUS BACKING	5	05AUG08	11AUG08		
T120	ELECTRICAL ROUGH-IN	10	09SEP08	22SEP08		
T999	ROUGH INSPECTIONS	2	23SEP08	24SEP08		
FIRST LEVEL						
1000	DELIVER TUBS/SHOWERS	1	27JUN08	27JUN08		
1111	INSTALL TUBS/SHOWERS	5	07JUL08	11JUL08		
1040	LIGHT WEIGHT CONCRETE @ CORRIDOR & BALCONIES	5	28JUL08	01AUG08		
1121	PLUMBING ROUGH-IN	15	04AUG08	22AUG08		
1030	FIRE PROTECTION ROUGH-IN	15	25AUG08	15SEP08		
1131	DUCTWORK ROUGH-IN	15	25AUG08	15SEP08		
1151	DELIVER HEAT PUMPS	1	25AUG08	25AUG08		
1161	INSTALL HEAT PUMPS	10	26AUG08	09SEP08		
1171	TIE-IN HEAT PUMPS	5	29AUG08	05SEP08		
1090	INTALL FIRE DAMPERS / TIE-IN HEAT PUMPS	5	10SEP08	16SEP08		
1080	MISCELLANEOUS BACKING	5	16SEP08	22SEP08		

**EXHIBIT "F"**  
**PROJECT SCHEDULE**

2009

APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
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☐ DELIVER TUBS/SHOWERS  
☐ INSTALL TUBS/SHOWERS  
☐ PLUMBING ROUGH-IN  
☐ DUCTWORK ROUGH-IN  
☐ FIRE PROTECTION ROUGH-IN  
☐ DELIVER HEAT PUMPS  
☐ INSTALL HEAT PUMPS  
☐ TIE-IN HEAT PUMPS  
☐ INTALL FIRE DAMPERS / TIE-IN HEAT PUMPS  
☐ MISCELLANEOUS BACKING  
☐ ELECTRICAL ROUGH-IN  
☐ ROUGH INSPECTIONS

☐ DELIVER TUBS/SHOWERS  
☐ INSTALL TUBS/SHOWERS  
☐ LIGHT WEIGHT CONCRETE @ CORRIDOR & BALCONIES  
☐ PLUMBING ROUGH-IN  
☐ FIRE PROTECTION ROUGH-IN  
☐ DUCTWORK ROUGH-IN  
☐ DELIVER HEAT PUMPS  
☐ INSTALL HEAT PUMPS  
☐ TIE-IN HEAT PUMPS  
☐ INTALL FIRE DAMPERS / TIE-IN HEAT PUMPS  
☐ MISCELLANEOUS BACKING

☐ Early bar  
☐ Target bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar  
☐ Start milestone point  
☐ Finish milestone point

**Braun Construction Group**  
**Preliminary Construction Schedule**

15APR08  
 21APR08  
 All activities  
 Page number 4A  
 Page count 17A

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Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
1100	ELECTRICAL ROUGH-IN	15	18SEP08	08OCT08																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

# EXHIBIT "F" PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

Date date	15APR08
Run date	21APR08
Filler	All activities
Page number	5A
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<input type="checkbox"/> Early bar	<input type="checkbox"/> Start milestone point
<input type="checkbox"/> Target bar	<input type="checkbox"/> Finish milestone point
<input type="checkbox"/> Progress bar	
<input type="checkbox"/> Critical bar	
<input type="checkbox"/> Summary bar	

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		2008												2009																
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR																
Activity ID	Description	Orig Dur	Early Start	Early Finish																										
T600	INSTALL GYP-CRETE WITHIN ILLU'S	10	13OCT08	24OCT08																										
T560	INSTALL PRE-HUNG DOORS	10	15OCT08	28OCT08																										
T580	INSTALL WOOD BASE	10	15OCT08	28OCT08																										
T570	PRIME PAINT WALLS & CEILINGS	10	22OCT08	04NOV08																										
T990	HEAT PUMPS OPERATIONAL	5	23OCT08	29OCT08																										
T980	FINISH PAINT KITCHENS AND BATHROOMS	10	29OCT08	11NOV08																										
T760	FINISH PAINT WALLS & CEILINGS	10	05NOV08	18NOV08																										
T620	CABINET / COUNTERTOP DELIVERY	1	10NOV08	10NOV08																										
T820	INSTALL CABINETRY	10	11NOV08	24NOV08																										
T860	ELECTRICAL FINISHES & TRIM	10	12NOV08	25NOV08																										
T870	MECHANICAL FINISHES & TRIM	10	12NOV08	25NOV08																										
T815	INSTALL VINYL FLOORING	10	13NOV08	26NOV08																										
T880	PLUMBING FINISHES & TRIM	10	13NOV08	26NOV08																										
T895	INSTALL UNIT DOOR HARDWARE	5	19NOV08	25NOV08																										
T896	INSTALL WIRE SHELVING	5	19NOV08	25NOV08																										
T710	DRYWALL, HEAT PUMPS COMPLETE (90 DAYS)	0		21NOV08																										
T890	INSTALL CARPET	10	28NOV08	11DEC08																										
T900	INSTALL APPLIANCES	2	28NOV08	01DEC08																										
T1030	SUBCONTRACTOR PRE-PUNCHLIST INSPECTION	7	12DEC08	22DEC08																										
T930	FINAL CLEANING	10	12DEC08	26DEC08																										
T1020	PAINT BI-FOLD DOORS	2	15DEC08	16DEC08																										
T1010	INSTALL BI-FOLD DOORS	5	17DEC08	23DEC08																										
T1040	SECOND FINAL CLEANING	7	22DEC08	31DEC08																										
T720	PAINT, CABS, APPL, MEP FIXT COMPLETE (60 DAYS)	0		24DEC08																										
T920	JMOC PUNCHLIST INSPECTION	10	02JAN09	15JAN09																										
T1050	ARCHITECT'S PUNCHLIST INSPECTION	5	14JAN09	20JAN09																										

BRAIN CONSTRUCTION GROUP INC		EXHIBIT "F"		PROJECT SCHEDULE		COMPLETE	
		INSTALL GYP-CRETE WITHIN ILLU'S		INSTALL PRE-HUNG DOORS		INSTALL WOOD BASE	
		PRIME PAINT WALLS & CEILINGS		HEAT PUMPS OPERATIONAL		FINISH PAINT KITCHENS AND BATHROOMS	
		FINISH PAINT WALLS & CEILINGS		CABINET / COUNTERTOP DELIVERY		INSTALL CABINETRY	
		ELECTRICAL FINISHES & TRIM		MECHANICAL FINISHES & TRIM		INSTALL VINYL FLOORING	
		PLUMBING FINISHES & TRIM		INSTALL UNIT DOOR HARDWARE		INSTALL WIRE SHELVING	
		DRYWALL, HEAT PUMPS COMPLETE		INSTALL CARPET		INSTALL APPLIANCES	
		SUBCONTRACTOR PRE-PUNCHLIST INSPECTION		FINAL CLEANING		PAINT BI-FOLD DOORS	
		INSTALL BI-FOLD DOORS		SECOND FINAL CLEANING		PAINT, CABS, APPL, MEP FIXT COMPLETE	
		JMOC PUNCHLIST INSPECTION		ARCHITECT'S PUNCHLIST INSPECTION			

# EXHIBIT "F" PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

- ☐ Early bar
- ☐ Target bar
- ☐ Progress bar
- ☐ Critical bar
- ☐ Summary bar
- ☐ Start milestone point
- ☐ Finish milestone point

		2008												2009												
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR												
Activity ID	Description	Orig Dur	Early Start	Early Finish																						
T1060	ERICKSON PUNCHLIST INSPECTION	10	19JAN09	30JAN09																						
T915	FLOORING, CORRIDOR, FINISHES COMP (30 DAYS)	0		27JAN09																						
T1070	PUNCHLIST REPAIRS	10	29JAN09	11FEB09																						
T730	CLEAN UNITS (21 DAYS)	0		04FEB09																						
T740	JMOC PUNCH COMPLETE (14 DAYS)	0		11FEB09																						
T1080	PUNCHLIST BACKCHECK INSPECTION	10	12FEB09	25FEB09																						
T950	ARCHITECT'S PUNCH COMPLETE (7 DAYS)	0		18FEB09																						
T960	ERICKSON PUNCH COMPLETE (3 DAYS)	0		20FEB09																						
T940	FLOOR TURNOVER	0		25FEB09																						
T970	ERICKSON OCCUPANCY	0		25FEB09																						
TERRACE LEVEL CORRIDOR																										
T500	DRYWALL CORRIDOR	5	16OCT08	22OCT08																						
T540	FRAME SOFFITS / DOGHOUSES	10	23OCT08	05NOV08																						
T645	DRYWALL SOFFITS / DOGHOUSES	5	06NOV08	12NOV08																						
T750	TAPE SOFFITS / DOGHOUSES	10	13NOV08	26NOV08																						
T790	FINISH PAINT CORRIDOR	5	28NOV08	04DEC08																						
T800	PAINT CORRIDOR @ DOGHOUSES	4	05DEC08	10DEC08																						
T810	INSTALL CEILING GRID	4	05DEC08	10DEC08																						
T850	INSTALL DIFFUSERS	4	09DEC08	12DEC08																						
T1000	INSTALL CORRIDOR HANDRAIL & PACKAGE SHELVES	10	11DEC08	24DEC08																						
T905	INSTALL CEILING TILES	2	12DEC08	15DEC08																						
T910	CORRIDOR CARPET INSTALL	4	16DEC08	19DEC08																						
T830	ELECTRICAL FINISHES - CORRIDOR	5	22DEC08	29DEC08																						
TERRACE BUILD-OUT AREA																										
T550	DRYWALL BUILD-OUT AREA	5	16OCT08	22OCT08																						
T590	TAPE, SAND & FINISH BUILD-OUT AREA	10	23OCT08	05NOV08																						

		2008												2009												
		APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR												
		<div>ERICKSON PUNCHLIST</div> <div>FLOORING, CORRIDOR, FINISHES, CORRIDOR</div> <div>PUNCHLIST REPAIRS</div> <div>PUNCHLIST REPAIRS</div> <div>CLEAN UNITS (21 DAYS)</div> <div>JMOC PUNCH COMPLETE (14 DAYS)</div> <div>PUNCHLIST BACKCHECK INSPECTION</div> <div>ARCHITECT'S PUNCH COMPLETE (7 DAYS)</div> <div>ERICKSON PUNCH COMPLETE (3 DAYS)</div> <div>FLOOR TURNOVER</div> <div>ERICKSON OCCUPANCY</div>																								
		<div>DRYWALL CORRIDOR</div> <div>FRAME SOFFITS / DOGHOUSES</div> <div>DRYWALL SOFFITS / DOGHOUSES</div> <div>TAPE SOFFITS / DOGHOUSES</div> <div>FINISH PAINT CORRIDOR</div> <div>PAINT CORRIDOR @ DOGHOUSES</div> <div>INSTALL CEILING GRID</div> <div>INSTALL DIFFUSERS</div> <div>INSTALL CORRIDOR HANDRAIL &amp; PACKAGE SHELVES</div> <div>INSTALL CEILING TILES</div> <div>CORRIDOR CARPET INSTALL</div> <div>ELECTRICAL FINISHES - CORRIDOR</div>																								
		<div>DRYWALL BUILD-OUT AREA</div> <div>TAPE, SAND &amp; FINISH BUILD-OUT AREA</div>																								

PROJECT SCHEDULE

EXHIBIT "F"

# EXHIBIT "F" PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

<input type="checkbox"/> Early bar	<input type="checkbox"/> Start milestone point
<input type="checkbox"/> Target bar	<input type="checkbox"/> Finish milestone point
<input type="checkbox"/> Progress bar	
<input type="checkbox"/> Critical bar	
<input type="checkbox"/> Summary bar	

Date	15APR08
Run date	21APR08
Filter	All activities
Page number	8A
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Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
T630	CEILING GRID IN BUILD-OUT AREA	5	06NOV08	12NOV08																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</

# EXHIBIT F PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

- ☐ Early bar  
☐ Target bar  
☐ Progress bar  
☐ Critical bar  
☐ Summary bar
- P<sub>1</sub>* Start milestone point  
*P<sub>2</sub>* Finish milestone point

Data date	15APR08
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Page number	9A
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[illegible]

Activity ID	Description	Orig Dur	Early Start	Early Finish	2009											
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
8450	FINISH PAINT CORRIDOR	5	05DEC08	11DEC08												
8460	PAINT CORRIDOR @ DOGHOUSES	4	12DEC08	17DEC08												
8470	INSTALL CEILING GRID	4	12DEC08	17DEC08												
8480	INSTALL CORRIDOR HANDRAIL & PACKAGE SHELVES	10	18DEC08	02JAN09												
8480	ELECTRICAL FINISHES - CORRIDOR	5	30DEC08	06JAN09												
8490	INSTALL DIFFUSERS	4	30DEC08	05JAN09												
8500	INSTALL CEILING TILES	2	05JAN09	06JAN09												
8510	CORRIDOR CARPET INSTALL	4	07JAN09	12JAN09												
SECOND LEVEL																
9090	DRYWALL WALLS UNITS & BEAD	20	23OCT08	19NOV08												
9100	TAPE / SAND & FINISH	20	30OCT08	26NOV08												
9150	INSTALL GYP-CRETE WITHIN ILU'S	10	17NOV08	01DEC08												
9120	INSTALL PRE-HUNG DOORS	15	19NOV08	10DEC08												
9140	INSTALL WOOD BASE	15	19NOV08	10DEC08												
9130	PRIME PAINT WALLS & CEILINGS	15	26NOV08	17DEC08												
9390	HEAT PUMPS OPERATIONAL	5	28NOV08	04DEC08												
9380	FINISH PAINT KITCHENS AND BATHROOMS	15	04DEC08	24DEC08												
9210	FINISH PAINT WALLS & CEILINGS	15	11DEC08	02JAN09												
9240	ELECTRICAL FINISHES & TRIM	15	18DEC08	09JAN09												
9250	MECHANICAL FINISHES & TRIM	15	18DEC08	09JAN09												
9170	DRYWALL, HEAT PUMPS COMPLETE (90 DAYS)	0		18DEC08												
9160	CABINET / COUNTERTOP DELIVERY	1	23DEC08	23DEC08												
9230	INSTALL CABINETRY	15	24DEC08	15JAN09												
9220	INSTALL VINYL FLOORING	15	29DEC08	19JAN09												
9260	PLUMBING FINISHES & TRIM	15	29DEC08	19JAN09												
9280	INSTALL UNIT DOOR HARDWARE	8	05JAN09	14JAN09												

# EXHIBIT A PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

- ☐ Early bar
- ☐ Target bar
- ☐ Progress bar
- ☐ Critical bar
- ☐ Summary bar
- P<sub>1</sub> Start milestone point
- P<sub>2</sub> Finish milestone point



Activity ID	Description	Orig Dur	Early Start	Early Finish	2009											
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
9450	FINISH PAINT CORRIDOR	5	12DEC08	18DEC08												
9460	PAINT CORRIDOR @ DOGHOUSES	4	19DEC08	24DEC08												
9470	INSTALL CEILING GRID	4	19DEC08	24DEC08												
9400	INSTALL CORRIDOR HANDRAIL & PACKAGE SHELVES	10	26DEC08	09JAN09												
9480	ELECTRICAL FINISHES - CORRIDOR	5	07JAN09	13JAN09												
9490	INSTALL DIFFUSERS	4	07JAN09	12JAN09												
9500	INSTALL CEILING TILES	2	12JAN09	13JAN09												
9510	CORRIDOR CARPET INSTALL	4	14JAN09	19JAN09												
THIRD LEVEL																
10090	DRYWALL WALLS UNITS & BEAD	20	06NOV08	04DEC08												
10100	TAPE / SAND & FINISH	20	13NOV08	11DEC08												
10150	INSTALL GYP-CRETE WITHIN ILU's	10	02DEC08	15DEC08												
10120	INSTALL PRE-HUNG DOORS	15	04DEC08	24DEC08												
10140	INSTALL WOOD BASE	15	04DEC08	24DEC08												
10130	PRIME PAINT WALLS & CEILINGS	15	11DEC08	02JAN09												
10390	HEAT PUMPS OPERATIONAL	5	12DEC08	18DEC08												
10380	FINISH PAINT KITCHENS AND BATHROOMS	15	18DEC08	09JAN09												
10210	FINISH PAINT WALLS & CEILINGS	15	26DEC08	16JAN09												
10240	ELECTRICAL FINISHES & TRIM	15	05JAN09	23JAN09												
10250	MECHANICAL FINISHES & TRIM	15	05JAN09	23JAN09												
10170	DRYWALL, HEAT PUMPS COMPLETE (90 DAYS)	0		05JAN09												
10160	CABINET / COUNTERTOP DELIVERY	1	08JAN09	08JAN09												
10230	INSTALL CABINETRY	15	09JAN09	29JAN09												
10220	INSTALL VINYL FLOORING	15	13JAN09	02FEB09												
10260	PLUMBING FINISHES & TRIM	15	13JAN09	02FEB09												
10280	INSTALL UNIT DOOR HARDWARE	8	19JAN09	28JAN09												

EXHIBIT  
PROJECT SCHEDULE

- ☐ Early bar
- ☐ Target bar
- ☐ Progress bar
- ☐ Critical bar
- ☐ Summary bar
- ☐ Start milestone point
- ☐ Finish milestone point

## Braun Construction Group Preliminary Construction Schedule

Print date	15APR08
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Filter	All activities
Page number	13A
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Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
10290	INSTALL WIRE SHELVING	8	19JAN09	28JAN09																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											

## Braun Construction Group Preliminary Construction Schedule

Data date	15APR08
Run date	21APR08
Filter	All activities
Page number	14A
Page count	17A
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<input type="checkbox"/> Early bar	<input type="checkbox"/> Start milestone point
<input type="checkbox"/> Target bar	<input type="checkbox"/> Finish milestone point
<input type="checkbox"/> Progress bar	
<input type="checkbox"/> Critical bar	
<input type="checkbox"/> Summary bar	





Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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# EXHIBIT "F" PROJECT SCHEDULE

## Braun Construction Group Preliminary Construction Schedule

<input type="checkbox"/> Early bar <input type="checkbox"/> Target bar <input type="checkbox"/> Progress bar <input type="checkbox"/> Critical bar <input type="checkbox"/> Summary bar <input type="checkbox"/> Start milestone point <input type="checkbox"/> Finish milestone point	Data date 15APR08 Run date 21APR08 Filter All activities Page number 16A Page count 17A © Primavera Systems, Inc.
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Activity ID	Description	Orig Dur	Early Start	Early Finish	2008												2009			
					APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR			
11550	FINISH PAINT CORRIDOR	5	29DEC08	05JAN09														<input type="checkbox"/> FINISH PAINT CORRIDOR		
11560	PAINT CORRIDOR @ DOGHOUSES	4	06JAN09	09JAN09														<input type="checkbox"/> PAINT CORRIDOR @ DOGHOUSES		
11570	INSTALL CEILING GRID	4	06JAN09	09JAN09														<input type="checkbox"/> INSTALL CEILING GRID		
11500	INSTALL CORRIDOR HANDRAIL & PACKAGE SHELVES	10	12JAN09	23JAN09														<input type="checkbox"/> INSTALL CORRIDOR HANDRAIL & PACKAGE SHELVES		
11580	ELECTRICAL FINISHES - CORRIDOR	5	21JAN09	27JAN09														<input type="checkbox"/> ELECTRICAL FINISHES - CORRIDOR		
11590	INSTALL DIFFUSERS	4	21JAN09	26JAN09														<input type="checkbox"/> INSTALL DIFFUSERS		
11600	INSTALL CEILING TILES	2	26JAN09	27JAN09														<input type="checkbox"/> INSTALL CEILING TILES		
11610	CORRIDOR CARPET INSTALL	4	28JAN09	02FEB09														<input type="checkbox"/> CORRIDOR CARPET INSTALL		

#### ELEVATORS

6480	DRILL ELEVATOR CASINGS	5	30APR08	06MAY08
6350	FABRICATE & DELIVER ELEVATORS	100	07MAY08	26SEP08
6470	INSTALL CYLINDERS	5	29SEP08	03OCT08
6500	INSTALL ELEVATORS	60	06OCT08	30DEC08
6590	FINAL ADJUSTMENTS & INSPECTION PREPARATION	5	31DEC08	07JAN09
6520	INSTALL SMOKE CURTAINS	5	08JAN09	14JAN09
6650	STATE INSPECTIONS	3	15JAN09	19JAN09

□ DRILL ELEVATOR CASINGS

□ FABRICATE & DELIVER ELEVATORS

□ INSTALL CYLINDERS

□ INSTALL ELEVATORS

□ FINAL ADJUSTMENTS & INSPECTION PREPARATION

□ INSTALL SMOKE CURTAINS

□ STATE INSPECTIONS

## EXHIBIT "F" PROJECT SCHEDULE

### Braun Construction Group Preliminary Construction Schedule

Print date	15APR08
Print date	21APR08
Filter	All activities
Page number	17A
Page count	17A
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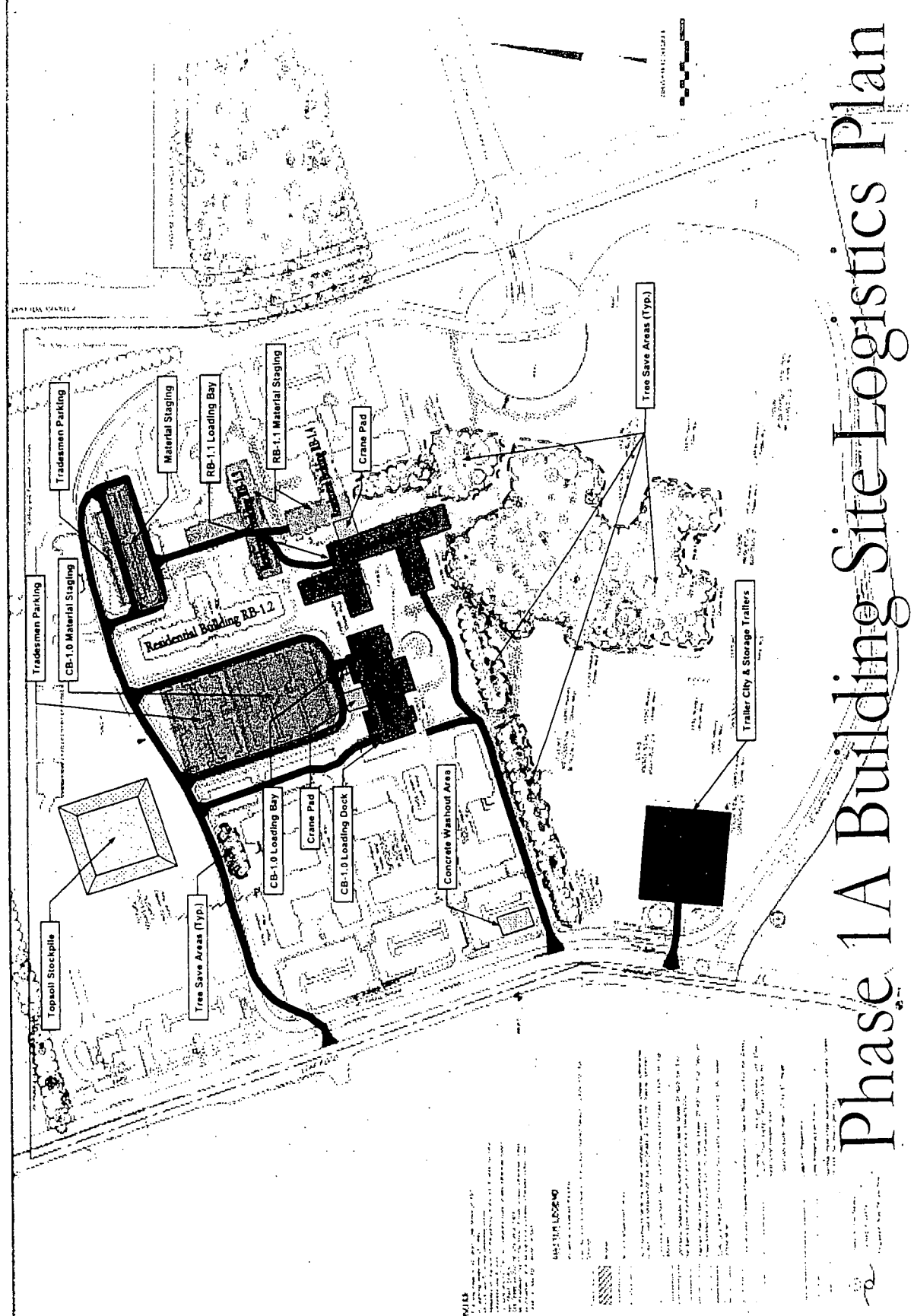
<input type="checkbox"/> Early bar	<input type="checkbox"/> Early bar
<input type="checkbox"/> Target bar	<input type="checkbox"/> Target bar
<input type="checkbox"/> Progress bar	<input type="checkbox"/> Progress bar
<input type="checkbox"/> Critical bar	<input type="checkbox"/> Critical bar
<input type="checkbox"/> Summary bar	<input type="checkbox"/> Summary bar
<input type="checkbox"/> Start milestone point	<input type="checkbox"/> Start milestone point
<input type="checkbox"/> Finish milestone point	<input type="checkbox"/> Finish milestone point



HICKORY  
CHASE

EXHIBIT "G"  
SITE LOGISTICS PLAN

DATE: 11/11/2011
BY: [Signature]
12 OF 250
21' X 30'



5695 Avery Road, Suite C  
Dublin, Ohio 43016  
P: 614.761.1000 F: 614.495.9001

February 24, 2010

**VIA UPS OVERNIGHT DELIVERY**

BMC Group, Inc.  
Attn: Erickson Retirement Communities, LLC  
Claims Processing  
18750 Lake Drive East  
Chanhassen, MN 55317

**Re: *Columbus Campus, LLC***  
***Northern District of Texas – Dallas Division***  
***Case No. 09-37010-11***

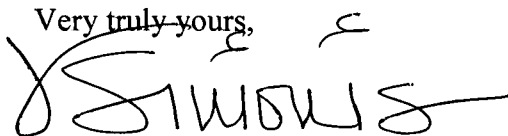
***Ohio Glass and Aluminum Company's Proof of Claim***

To Whom It May Concern:

Enclosed please find an original and one (1) copy—which does not have attachments—of the Proof of Claim of Ohio Glass and Aluminum Company which is being forwarded to you for filing in connection with the above-referenced case. Please return a time-stamped copy of the document to me in the self-addressed stamped envelope which has been provided for you.

Thank you in advance for your prompt attention to the enclosed. Please feel free to contact me should you have any questions or require additional information which will assist in the processing of this document.

Very truly yours,



Veronica L. Simonis  
Assistant to Thomas J. Byrne

/ms  
Enclosures