KBD GROUP
KAJIMA BUILDING & DESIGN GROUP

SHORT FORM SUBCONTRACT

BETWEEN

KAJIMA BUILDING & DESIGN GROUP, INC.

"CONSTRUCTOR"

AND

[SUBCONTRACTOR.COMPANY]

"SUBCONTRACTOR"

PROJECT	[Job.Name]
PROJECT ADDRESS	[Job.StreetAddress] [Job.City], [Job.State] [Job.PostalCode]
CONSTRUCTOR	[Constr.Company]
CONSTRUCTOR ADDRESS	[Constr.StreetAddress] [Constr.City], [Constr.State] [Constr.PostalCode]
SUBCONTRACTOR	[Subcontractor.Company]
SUBCONTRACTOR ADDRESS	[Subcontractor.StreetAddress] [Subcontractor.City], [Subcontractor.State] [Subcontractor.PostalCode]
OWNER	[Client.Company]
OWNER ADDRESS	[Client.StreetAddress] [Client.City], [Client.State] [Client.PostalCode]
DESIGN PROFESSIONAL	[Designer.Company]
DESIGN PRO. ADDRESS	[Designer.StreetAddress] [Designer.City], [Designer.State] [Designer.PostalCode]
PROJECT NUMBER	[Job.No]
SUBCONTRACT NUMBER	[Subcontract.No]

ARTICLE 1

SCOPE OF WORK. Subcontractor includes all necessary labor, material, taxes (including but not limited to Sales and Use Tax), freight, insurance, equipment, etc. to perform the following work (the “Work”):

Specific Inclusions:

[Subcontract.Inclusions]

Specific Exclusions:

[Subcontract.Exclusions]

The Work shall be performed in strict accordance with the requirements of the agreement between Owner and Contractor including all plans and specifications applicable to the Work (the “Contract Documents”). Subcontractor shall cooperate with Contractor so Contractor may fulfill its obligations to Owner. Contractor shall have the same rights and remedies against Subcontractor that Owner has against Contractor under the Contract Documents. This Subcontract and Contract Documents are intended to supplement and complement each other and shall, where possible, be so interpreted. If, however, any provision of this Subcontract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty or obligation on Subcontractor or affording the greater right or remedy to Contractor shall govern. Subcontractor acknowledges that it has reviewed and evaluated the Contract Documents, has notified Contractor of any defect or ambiguity therein and has included in the Contract Amount all work necessary for a complete installation whether or not explicitly identified in the Contract Documents.

ARTICLE 2

CONTRACT AMOUNT. Contractor agrees to pay Subcontractor for satisfactory performance of Subcontractor’s Work the sum of [Subcontract.TextAmount] ([Subcontract.DollarAmount]) together with such additional sums as may be authorized by executed Change Order.

ARTICLE 3

CONTRACT PAYMENT. Progress payments, less retainage of 10.0 percent, shall be made to Subcontractor for Work satisfactorily performed no later than thirty five (35) days from the invoice date but such Progress Payments shall not become due to Subcontractor unless and until Contractor receives payment for such Work from Owner, and payment to Contractor from Owner for Work performed hereunder is expressly made a condition precedent to Contractor's obligation to pay Subcontractor. Final payment of the balance due shall be made to Subcontractor no later than thirty five (35) days from the invoice date but such Final Payment shall not become due to Subcontractor unless and until Contractor receives payment for such Work from Owner, and payment to Contractor from Owner for Work performed hereunder is expressly made a condition precedent to Contractor's obligation to pay Subcontractor. As a condition precedent to any payment Subcontractor shall supply such properly completed AIA G702, AIA G703, lien waivers, affidavits, warranties and guarantees required by the Contract Documents or reasonably required by Contractor.

ARTICLE 4

SCHEDULE OF WORK. Time is of the essence as to Subcontractor’s performance of the Work. Subcontractor shall provide Contractor with any requested scheduling information of Subcontractor’s Work. The Subcontractor shall perform the Work, or any portion thereof, as and when directed by Contractor. The Subcontractor shall perform and coordinate the Work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, their work, or the Project. Contractor may prepare a Schedule of Work, including that of this Subcontract and may revise the Schedule of Work as the Work and or the Project progress. Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.

ARTICLE 5

CHANGES. Contractor, without nullifying this Agreement, may direct Subcontractor in writing to make changes to the Work. Adjustment, if any, in the contract price or contract time resulting from such changes shall be set forth in a Subcontract Change Order pursuant to the Contract Documents. A fully executed Subcontract Change Order is a condition precedent to any increase in the Contract Amount.

ARTICLE 6

FAILURE OF PERFORMANCE. Should Subcontractor fail to satisfy contractual deficiencies within three (3) working days from receipt of Contractor's written notice, then Contractor, without prejudice to any right or remedies, shall have the right to take whatever steps its deems necessary to correct said deficiencies and charge the cost thereof to Subcontractor, who shall be liable for payment of same, including reasonable overhead, profit and attorneys fees.

ARTICLE 7

INSURANCE. Prior to the start of Subcontractor's Work, Subcontractor shall procure and maintain in force for the duration of the Work, Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance and all insurance required of Contractor under the Contract Documents. Contractor, Owner and Architect shall be named as additional insureds on each of these policies, except for Worker's Compensation. The limits for such insurance shall comply with the requirements of the Contract Documents. At a minimum Subcontractor shall maintain:

Workers' Compensation including Occupational Disease meeting the statutory requirements of the State in which the work is to be performed with Employers' Liability policy limits of $500,000 Each Accident, $500,000 Disease Aggregate and $500,000 Disease per Employee, waiver of rights of subrogation against Contractor and any additional insureds, and Alternate Employer Endorsement (NCCI form #WC 00 03 01 A) naming Contractor as Alternate Employer if Subcontractor is an employee leasing firm or will supply equipment with operator.

Commercial General Liability Insurance with Occurrence Coverage under the Commercial General Liability ISO form, with limits of not less than $2,000,000 per project/general aggregate, $1,000,000 products/completed operations aggregate, $1,000,000 personal injury & advertising injury and $1,000,000 per occurrence and waiver of rights of subrogation against Contractor and any additional insureds. This policy shall apply on a primary, non contributory basis.

Commercial Automobile Liability Insurance on an occurrence basis covering all owned, non owned and hired autos with a minimum combined single limit of $1,000,000 per occurrence for bodily injury, including death, and property damage.

Prior to commencing work and as a condition to any payment hereunder Subcontractor shall provide proof of insurance in a form reasonably acceptable to Contractor.

ARTICLE 8

INDEMNIFICATION. To the fullest extent permitted by law, Subcontractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to Contractor) Contractor and its affiliated and parent companies, Owner, Architect, Architect's consultants, the directors, officers, agents, employees, tenants and lenders of each of them, and any other entities or persons whom Contractor must indemnify under the Contract Documents (the "Indemnified Persons") from and against liability, claims, damages, losses and expenses, including but not limited to attorney's fees, charges and expenses, arising out of, caused by, resulting from or occurring in connection with, the performance or non performance of Subcontractor's Work under this Subcontract, including warranty work.

Unless expressly prohibited by law, Subcontractor shall be obligated to undertake the defense of the Indemnified Persons whether any bodily injury, injury to tangible property or other damage or liability is alleged to be caused in part by the active or passive negligence or willful misconduct of the Indemnified Persons.

Except to the extent that Subcontractor is insured therefore and it is permitted by law, nothing in this article shall require Subcontractor to indemnify an indemnitee to the extent of such person's own negligence or willful misconduct which has been found by a court or other tribunal of competent jurisdiction to have caused the bodily injury, to tangible property or other damage or liability.

It is the intention of this article that the Contractor receive the full benefit of any insurance maintained by Subcontractor with respect to claims by third parties and this article shall be so construed.

In any and all claims against Contractor or any other indemnitee the indemnification obligation under this Article 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 9

WARRANTY. Subcontractor shall supply Contractor all warrantees and other documents required to allow Contractor to satisfy its obligations under the contract with respect to the Work. Subcontractor warrants its work against all deficiencies and defects in materials

and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of 1 year(s) from the date of Substantial Completion of the Project or for the duration required by the Contract Documents, whichever is longer.

ARTICLE 10

SAFETY. To protect persons and property Subcontractor shall employ safety procedures conforming to those required or recommended by governmental and quasi governmental authorities having jurisdiction and requirements of the Contract Documents and any Site Safety Plan established for this Project. Subcontractor shall keep the Project site clean and free of any debris resulting or related to the Work.

ARTICLE 11

DISPUTES. In the event that the Subcontractor wishes to assert that it is entitled to receive compensation in addition to the Subcontract Sum as a result of any alleged changed or additional work, delay, disruption, impact, loss of efficiency, loss of productivity or other circumstance, the Subcontractor shall submit a written claim to the Contractor in the form designated in the Contract Documents for submission of claims for additional compensation to the Owner. The Subcontractor's claim shall be submitted at least 14 days in advance of any time period stated in the Contract Documents, with sufficient detail and documentation (including any certification) so as to allow the Contractor to comply with any provision in the Contract Documents for submission of claims against the Owner. If such Subcontractor's Claim exceeds fifty thousand dollars ($50,000.00), or seeks an extension of time in excess of two (2) days, then Subcontractor shall, at the time of submission, Certify that the Claim is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the amount requested accurately reflects the adjustment Subcontractor believes should be authorized. The failure to submit a claim in the time and manner specified herein shall constitute a waiver thereof. A properly submitted claim shall be submitted for decision in the manner prescribed by the Contract Documents.

Any decision or determination by Owner or Architect relating to Contractor's performance or compensation under the Agreement between Contractor and Owner that is binding upon Contractor shall also be binding upon Subcontractor insofar as it relates to or involves Subcontractor's performance under, or the terms of, this Subcontract. Any decision or determination resulting from arbitration or litigation between Contractor and Owner which relates to Subcontractor's performance under, or the terms of, this Subcontract shall be binding upon Subcontractor. Insofar as a decision of Owner or Architect relating to Subcontractor's performance of the Work under the terms of this Subcontract is a condition precedent to Contractor's right to proceed to arbitration or litigation under the Contract Documents, such decision is also a condition precedent to Subcontractor's right to proceed to litigation under this Subcontract.

Except as otherwise provided in this Article, all claims, disputes and other matters in controversy arising out of or relating to this Subcontract, or the performance or breach hereof, shall be filed, and venue shall lay, exclusively in the county in which the Issuing Office of the Contractor, as set forth above, is located. The Subcontractor hereby submits itself to the jurisdiction of said Court as to any claim, dispute or matter in controversy arising out of or relating to this Subcontract or the performance or breach hereof. To the extent necessary to preserve any legally non waivable right to lien or legally non waivable right to recovery upon a performance bond required or guaranteed by the law of the state where the Project is located, Subcontractor shall be permitted to commence an action in such jurisdiction solely to the extent necessary to preserve such rights and hereby consents to defer or stay such action until any suit commenced between the parties in the contractually agreed venue is completed and to be bound by the results thereof. To the extent the foregoing venue provision is deemed unenforceable as a matter of law, Subcontractor shall be permitted to commence suit in the State in which the Project is located, in the County in which the Managing Office of Contractor, as set forth above, is located. IN ANY AND ALL ACTIONS SUBCONTRACTOR IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY.

Except to the extent necessary to preserve the Subcontractor's rights granted by law to security for payment for work performed, such as a mechanic's lien law, or under any legally required bond, or as necessary to preserve any claim against the effect of any limitations statute, the Subcontractor shall not commence or pursue any action at law or other proceeding against the Contractor for additional compensation, for any work, extra work, delay, disruption, impact or any other circumstance whatsoever, or any other sum, including compensation for contractual work or any sum included in any Subcontract claim that is the subject of or related to any matter in dispute between the Contractor and the Owner. Subcontractor specifically agrees that it will dismiss any suit or proceeding that is not permitted by this provision and will agree to a stay of any action or proceeding commenced by the Subcontractor that involves, refers or relates to any facts or circumstances in dispute between the Contractor and Owner until the final resolution of such dispute. In its sole discretion, Contractor may join Subcontractor as a party to any proceeding with the Owner in which performance of any aspect of the Work, or of any alleged changed or extra work by subcontractor forms any part of any factual dispute therein, and Subcontractor hereby consents to the subject matter and personal jurisdiction of any court, arbitration panel or other tribunal in which such proceeding is pending over the Subcontractor and its claims. No claim, dispute or other matter in controversy arising out of this Subcontract shall interfere with the progress of the Work, and Subcontractor shall proceed with the Work in accordance with this Subcontract despite the existence of, and without awaiting the resolution of, any such claim, dispute or matter.

ARTICLE 12

TERMINATION FOR CONVENIENCE. Contractor shall have the right at any time with 48 hours written notice to Subcontractor to terminate this Subcontract without cause and require Subcontractor to cease work hereunder; in which case, provided Subcontractor be not then in default, Contractor shall pay Subcontractor the value of the Work completed as measured by the Subcontract Amount. In no event shall Subcontractor be entitled to anticipated profits on work unperformed or materials or equipment unfurnished. The amount to be paid to Subcontractor shall be reduced by the amount Contractor may incur to replace or repair any defective or non conforming Work done by Subcontractor. Any term or provision of this Subcontract which by its nature survives final payment, including, without limitation, any warranty, indemnification or insurance coverage provision, shall survive termination of this Subcontract.

ARTICLE 13

WAIVER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR THE SUBCONTRACTOR'S OBLIGATION TO INDEMNIFY CONTRACTOR AGAINST CLAIMS OF THE OWNER AND OTHER PERSONS, THE CONTRACTOR AND SUBCONTRACTOR SHALL NOT SEEK, AND SHALL HAVE NO RIGHT TO RECOVER AND HEREBY WAIVE ANY AND ALL CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS SUBCONTRACT.

ARTICLE 14

KAJIMA CODE OF BUSINESS CONDUCT. In conformance with Federal Contracting Law and Kajima's Code of Business Conduct employees of the company are prohibited from actions which are, or even appear to be, subject to interests, relationships or influences which conflict with the interests of their company, including the solicitation or acceptance of kickbacks from any supplier or subcontractor or the participation in any improper diversion of labor, materials or equipment from a construction project. By execution of this agreement the subcontractor agrees to report any violation of this policy to the Kajima Ethics Officer at (404) 812-8600.

In witness whereof the parties have executed this Agreement under Seal, the day and year first written above.

SUBCONTRACTOR **[Subcontractor.Company]**		**CONSTRUCTOR** **[Constr.Company]**	
By		By	
Title	[Subcontractor.Title]	Title	[KBDG.Title]
Date		Date	
State License No			
Business License No			
Federal Tax ID			