



ADDENDUM TO AGC 603 (2000)
STANDARD SHORT FORM AGREEMENT
BETWEEN CONTRACTOR AND SUBCONTRACTOR
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The undersigned Subcontractor accepts the terms of the proposed Agreement attached subject to the Contractor's agreement to the modifications set forth in this Addendum, as well as those changes incorporated within the Agreement by interlineation or deletion. Anything to the contrary notwithstanding, this Addendum shall take precedence over any inconsistent provision of the Agreement or other contract document. Contractor's acceptance shall be evidenced by Contractor's signature or by first permitting Subcontractor to commence work on the project.

1. Articles 1 and 5 - Subcontract Work shall include only the work set forth in the attached Subcontractor's proposal or description of work, which proposal or description is expressly incorporated and made a part of this Agreement between Contractor and Subcontractor. No terms and conditions or other documents included by reference in this Agreement shall be binding on Subcontractor unless a copy of any such terms and conditions or document has been furnished to Subcontractor prior to execution of this Agreement or unless expressly accepted in a writing signed by Subcontractor. Subcontractor's responsibility for permits, fees and licenses shall be limited to such portion of these governmental requirements as are imposed solely for Subcontract Work.
2. Article 2 - The Subcontract Amount shall not be contingent on Subcontractor's timely performance of Subcontract Work. The percentage of retainage shall be reduced immediately to such lesser amount as Owner shall elect to retain from Contractor's payment for Subcontract Work.
3. Article 3 - Notwithstanding any provision or exhibit to the contrary, Subcontractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Subcontractor is not required, under any circumstances, to include Contractor or others as additional insureds or named insureds, nor to waive any claims or rights of subrogation against Contractor or others for claims covered or paid by Subcontractor's workers compensation or general liability insurance.
4. If available, then before commencement of work the Subcontractor may be required to provide, at Contractor's expense, an Owners & Contractors Protective Liability Policy (CG 00 09) naming the Contractor, Owner and such others as Contractor may designate as insureds, with limits of liability equal to the limits of the primary general liability policy required to be maintained by Subcontractor. All such named insureds waive all claims and rights of subrogation they may have against Subcontractor for losses and claims covered by the said Owners & Contractors Protective Liability Policy, which shall provide for such waivers of subrogation by endorsement.
5. Article 4 - Subcontractor agrees to provide any required surety bonds only through its customary surety.
6. Articles 8 and 1 - Subcontractor shall be entitled to an extension in Subcontract time and an equitable adjustment in Subcontract Amount, including but not limited to any increased costs of labor, including overtime, or materials, resulting from any change of

schedule, acceleration, out of sequence work or delay caused by others for whom Subcontractor is not responsible. Subcontractor shall not be required to commence or continue work unless sufficient areas are ready to ensure continuous work.

7. Article 9 - Subcontractor shall not be liable for any delays beyond its reasonable control. Subcontractor's entitlement to adjustments in Subcontract time or Subcontract Amount for changes in Subcontract Work shall not be contingent upon or limited to the amount that Contractor receives from Owner. Under no circumstances does Subcontractor waive its right to payment for extra work performed by Subcontractor pursuant to instructions from Contractor.
8. Article 10 - No provision of this Agreement shall serve to deny Subcontractor's entitlement to full payment each calendar month for properly performed work or suitably stored materials. Payments shall be due seven (7) days after payment is received or should have been received by Contractor from Owner. Final payment, including release of retainage, shall be due within 30 days after substantial completion of Subcontract Work, less the reasonable value of any uncompleted Subcontract Work. Interest shall become due and payable on any Subcontractor billing that remains unpaid after the payment due date. The rate of interest shall be three percentage points above the then prevailing prime interest rate at the largest national bank in the state where the project is located.
9. Paragraph 10.2 - Payments received by Contractor for Subcontract Work shall be held in trust and used solely for the benefit of Subcontractor, its sub-subcontractors and suppliers. Contractor shall not require any certifications or execution of forms that were not provided to and specifically accepted by Subcontractor before signature of this Agreement.
10. Paragraph 10.3 - Contractor shall not be entitled to withhold payments related to timely performance of Subcontract Work. Under no circumstances shall Subcontractor be liable for any consequential damages.
11. Paragraph 10.5 - Final payment shall not constitute a waiver of any claims identified by Subcontractor as unsettled at the time of final payment.
12. Paragraph 10.6 - Subcontractor shall be provided, upon written request, with the legal description of the property, the name, address and representative of Owner, and evidence of adequate Owner project financing. Contractor shall promptly notify Subcontractor of material changes in Owner identity or financial arrangements. Subcontractor shall not be obligated to commence or continue Subcontract Work unless assurance of payment is received.
13. Article 11 - Any indemnification or hold harmless obligation of Subcontractor shall extend only to that part or proportion of any bodily injury or property damage claim, loss or defect caused by the negligence or intentional act of Subcontractor, or such other party for whose acts Subcontractor is legally liable, during performance of Subcontract Work. In no event shall Subcontractor, or its insurer, have a duty to defend Contractor or others.

14. Paragraph 12.1 - Contractor's right to take over Subcontract Work shall apply only if Subcontractor fails to commence and to continue, with diligence and promptness, correction of a deficiency following a second three (3) day notice.
15. Paragraphs 12.2 and 12.3 - In the event of termination by Owner or Contractor which is not justified by Subcontractor's default, Subcontractor shall be entitled to payment from Contractor for all costs incurred by Subcontractor for which Subcontractor has not received payment, including, but not limited to, reasonable overhead, profit, expenses, damages, attorney fees and interest, including profit on unperformed Subcontract Work. Such Subcontractor payment entitlements shall, in no event, be contingent upon amounts paid by Owner to Contractor.
16. Paragraph 12.4 - Subcontractor's entitlement to the Subcontractor termination payments contained in this paragraph shall not be contingent upon amounts paid by Owner to Contractor.
17. Article 13 - In lieu of Paragraphs 13.1, 13.4, 13.6, 13.8 and 13.9, all claims, disputes and matters arising out of or relating to this Agreement or breach thereof that are not settled through direct discussion shall first be submitted to mediation through the American Arbitration Association and if not resolved by mediation shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules then in effect, unless the parties mutually agree otherwise at the time. The mediation and/or arbitration shall not be stayed pending resolution of any disputes between Contractor and Owner or other third parties. Claims shall be submitted with reasonable promptness, but failure by Subcontractor to provide written notice within seven (7) days shall not result in waiver of any Subcontractor claim rights. Any dispute shall be governed by the law of the state where the project is located. The federal or state courts in such state shall have exclusive jurisdiction and venue, and any arbitration shall be conducted within the state where the project is located.
18. Paragraph 13.2 - If this Agreement permits delay or liquidated damages, Contractor shall make no demand for liquidated or actual damages for delay in excess of the amount assessed against Contractor for unexcused delays to the extent actually caused by Subcontractor. Subcontractor does not accept liability for any delay or liquidated damages included in the prime agreement but which are not expressly incorporated into and made a part of this Agreement.
19. Paragraph 13.5 - Subcontractor does not waive any rights or remedies relating to lien laws or payment bonds.
20. Other (if applicable) insert below ---

Subcontractor:

Contractor:

By:

By:

Title:

Title:

Date:

Date: