



September 28, 2023

ABC Subcontractor
123 Sample Street
Seattle, WA

Attn:

Re: Sample TI

Subject: Subcontractor Procedure Letter

Gentlemen:

Congratulations on your successful proposal on the Sample TI project. Attached are several documents for your review and signature. The items listed below are several administrative procedures required for the management of your contract. Please read these items carefully:

1. Please sign all the attached copies of the agreement (including subcontractor's initials on the Terms and Conditions form) and return 2 copies for our signature and records. **Any modifications to the contract will require prior discussion and written agreement with MRJ Constructors.**
2. Please utilize the attached **Subcontractor & Material Supplier Progress Lien Release Form** on vendor billings. Please review sample copy. Forward all invoices by the 24th for work completed through the 30th. All invoices received later will not be incorporated into the progress billing to the Owner and will be paid in subsequent billing cycle. Please fax/e-mail a copy to the office and mail the original.
3. All direction shall be taken through Joe Sample (Sr. Project Manager) or Bob Sample (Superintendent).
4. Work is to be done per attached schedule dated: ___/___/___.
5. **SAFETY: See Safety Requirements for MRJ Jobsites.** Prior to proceeding with the work, forward a copy of your site-specific safety plan and all M.S.D.S. (Material Safety Data Sheets) for materials delivered to the jobsite. Subcontractor/Supplier must notify Contractor immediately of any injuries to subcontractors or suppliers workmen.
6. Please forward an Insurance Certificate. Receipt of the Insurance Certificate naming MRJ Constructors LLC and Sample Owner as additional insured. The certificate must also include an endorsement to your insurance policy. Timely receipt of a currently dated insurance certificate will ensure timely payment.
7. **MRJ Constructors information:** Fax Number: (206) 621-0784

Mailing Address: P.O. Box 3915
Seattle, WA 98124-3915

Shipping Address: 1400 Airport Way S.
Seattle, WA 98134

Please call if you should have any questions. We look forward to a successful project with your firm.

Sincerely,

MRJ Constructors



SUBCONTRACT AND INDEMNIFICATION AGREEMENT

MRJ Job Name/Number:	MRJ Project # ____ -	Date:	September 28, 2023
Subcontractor:		Cost Codes:	
Attention:			
Phone:			
Email:			
Project Name:		Jobsite Address:	
Project Owner:			
Contract Value:			

Work Scope:

Perform the following work listed below:

1. Provide all labor, materials, tools, permits, equipment and supervision to supply and install
- 2.
3. Includes daily cleanup of debris and haul off.
4. Includes providing samples and submittals on all materials used.
5. Includes all hoisting, lifting and unloading of subcontractor materials.
6. Design-build drawings shall conform to and be coordinated with the contract documents.
 - i. The Owner is an intended third party beneficiary of any design-build contract.
 - ii. The design-builder shall maintain throughout the project and for a period of (3)-years after the Substantial Completion of the entire project, a comprehensive professional errors and omissions insurance policy in a form and with an insurance company satisfactory to the General Contractor and Owner.
 - iii. The design-builder's professional errors and omissions insurance will be in the minimum amount of one million dollars (\$1,000,000).
 - iv. The design-builder's insurance policy shall incorporate a provision requiring the giving of written notice to the General Contractor and Owner at least (30)-days prior to any cancellation, nonrenewal, or material modification of the policy.
 - v. The design-builder shall submit to the Owner and General Contractor proof of all such insurance.
7. All invoices are to be accompanied by a completed *MRJ Subcontractor and Material Supplier Progress Lien Release Form* (attached in *Subcontract* package) and *Schedule of Values*. Forward all invoices by the 24th of each month for work completed through the end of the month. All invoices received later will not be incorporated into the progress billing to the Owner and will be paid in the subsequent billing cycle.
8. Includes a certificate of insurance naming MRJ Constructors LLC (General Contractor) and _____ (Owner) as additionally insured.



The work of this agreement is based on the General Contract between _____ and MRJ Constructors, including but not limited to the following documents:

1. MRJ Subcontractor Procedures Letter, MRJ Constructors – Terms and Conditions and contract documents dated: September 28, 2023.
2. Architectural plan sheets I-1.1, I-3.1, I-6.1, and I-7.1 dated 2/7/20 and prepared by JPC Architects.
3. LBA Work Letter dated 2/7/20 and prepared by JPC Architects.
4. MRJ Project Schedule dated 7/20/20. The schedule is intended for project durations and the actual start dates may fluctuate.

The listing is not intended to be all inclusive and Subcontractor remain responsible to identify and perform all work generally described above and as required by the General Contract.

Exclusions:

1. WSST.
- 2.

SAMPLE



INDEMNIFICATION:

ABC Subcontractor (hereinafter Subcontractor) agrees to indemnify and hold **MRJ Constructors L.L.C.** (hereinafter Contractor) harmless (including its agents, officers, and employees) against any claims for death or injury to persons, including Subcontractor’s employees, and from all loss, damage or injury to property, that may arise out of or resulting from performance of the work under the subcontract, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property. In the case of any claim covered by the foregoing indemnity and caused by the concurrent or joint negligence of the Subcontractor and the General Contractor, or the concurrent negligence of the Subcontractor and third parties, the Subcontractor shall indemnify the General Contractor only to the extent and in an amount proportionate to the Subcontractor’s negligence and/or the negligence of the Subcontractor’s agents, officers, and employees or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The obligations under this indemnification shall not be limited by any workers’ compensation, industrial insurance, or similar act. The parties hereby waive their immunity to suit under the Industrial Insurance Act, RCW Title 51, and any similar workers’ compensation or industrial insurance laws. This waiver shall not apply to any claims brought by the Subcontractor’s employee directly against the subcontractor. This waiver has been mutually and specifically negotiated by the parties.

The Subcontractor’s duty to indemnify hereunder shall include all costs or expense arising out of all claims specified herein, including but not limited to all court and/or arbitration costs, filing fees, attorneys’ fees, and costs of settlement.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS CONTRACT WAS MUTUALLY NEGOTIATED.

Dated:		Dated:	
Company:		Company:	MRJ Constructors, LLC
By:		By:	
Title:		Title:	

Company’s WA state UBI #:	
WA Contractors License #:	

All vendors please note: In accordance with your subcontract agreement, MRJ Constructors L.L.C. requires an Insurance Certificate naming MRJ Constructors L.L.C. as a Certificate Holder and named Additional Insured for the above project. Also, please complete the Request for Taxpayer Identification Number (TIN) form below. We are required by law to obtain this information. If you do not provide this information, your payment may be subject to Federal Income Tax backup withholding. In addition, if you fail to furnish your correct Taxpayer Identification Number, you could be subject to a \$50.00 penalty imposed by the Internal Revenue Service. If you have previously filled out this form for MRJ Constructors L.L.C., and there are no changes either to your TIN or to your tax status, please note that in the Name box in Part I. Then sign and date the form at the bottom.



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <input type="text"/> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ <input type="text"/>	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate Exempt payee code (if any) <input type="text"/> Exemption from FATCA reporting code (if any) <input type="text"/> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



MRJ Constructors -TERMS AND CONDITIONS

1. COMMENCEMENT AND PROGRESS OF WORK.

- (a) **TIME IS OF THE ESSENCE OF THIS AGREEMENT.** Subcontractor agrees to comply with and perform the Subcontract to the full and complete satisfaction of the Contractor and the Owner, according to the requirements of the Contractor's construction schedule as Contractor may from time to time determine and submit to the Subcontractor.
- (b) Upon request, the Subcontractor shall prepare and submit to the Contractor for approval a practicable progress schedule in the form requested to meet the dates as shown by Contractor's current construction schedule and showing the order in which Subcontractor proposes to carry on the work and the date on which it will start critical milestones of subcontractors work.
- (c) If the Subcontractor falls behind the progress schedule, the Subcontractor shall take such steps as may be necessary to improve the subcontract progress, and Contractor may require Subcontractor to increase the number of shifts and/or overtime operations, days of work, and/or increase equipment and/or tools being used, and to submit for approval such supplementary schedule or schedules as may be necessary to demonstrate the manner in which the agreed rate of progress will be regained.
- (d) The Subcontractor agrees to submit all shop or fabrication drawings, design, and performance data, tests, samples, templates, operating and/or maintenance manuals; together with any and all other data related to the materials, methods, and equipment used or proposed for use in the performance of this subcontract promptly and/or as directed by Contractor or required by the General Contract, and in sufficient number to provide adequate information to all parties requiring same.

2. BASIS AND SCOPE OF PAYMENT. Payment, except as elsewhere herein specified, will be made to the Subcontractor for work actually performed and completed, as measured and certified by the Owner's Representative or by the Contractor, which shall be accepted by the Subcontractor as full compensation for furnishing all material and for doing all work contemplated and embraced in this agreement; for all loss and damage arising out of the nature of the work aforesaid, and for all risks of every description connected with the said work. Subcontractor expressly agrees that payment by Owner is an express condition precedent to Contractor's obligation to pay Subcontractor and Subcontractor assumes the risk of nonpayment or delayed payment by Owner. Subcontractor relies solely on the credit of Owner, not Contractor. Where extra work is solely attributable to the actions of the Contractor and specifically authorized in writing by the Contractor, the Contractor will be responsible for payment to Subcontractor. Subcontractor shall submit a completed interim Lien/Claim Waiver with each progress payment application on Contractor's form. The Conditional Release portion will cover through the current payment period and the Unconditional Release portion will cover all payments received to date. Payment(s) otherwise due Subcontractor will not be made unless this properly completed form is submitted to Contractor. Nothing contained herein shall be construed to limit Subcontractor lien rights or legal right to recover unpaid sums from the Owner.

3. PARTIAL PAYMENT. Subcontractor shall submit to Contractor applications for payment in conformance with Contractor's requirements under its contract with the owner at such reasonable times as will enable Contractor to apply for and obtain payment from Owner. Subcontractor further agrees to receive as progress payments from Contractor those amounts allowed and paid by Owner on account of Subcontractor's work. Partial payments for work performed under this agreement will be made by Contractor as and when it is paid therefore by Owner; and will equal the value of the work done by Subcontractor (see Paragraph 2 above) less 5% retainage, and less the sum of previous payments. PROVIDED, that if Subcontractor is indebted to Contractor or anyone else for labor, materials, taxes, equipment, supplies or other charges, the amount of such indebtedness may be deducted by Contractor from any payment or payments made under this provision. PROVIDED, FURTHER, that the Contractor may from time to time require and Subcontractor shall promptly provide a statement in writing setting forth what amounts, if any, are due or payable by Subcontractor to third parties for labor, materials, taxes, equipment, and/or supplies in connection with, or arising out of the performance of Subcontractor. Contractor may withhold, or may pay directly or by joint check, all upon the account of Subcontractor, such sums as the Contractor reasonably may determine are necessary to secure and protect the Contractor or the Owner from claims or liens that may be asserted by said third parties. Subject to the other payment terms of this subcontract, Subcontractor progress payments and final payments shall be 30th prox unless otherwise stated in the Subcontract.

4. FINAL PAYMENTS. Upon the completion of the General Contract with the Owner and payment therefore in full by the Owner, the Subcontractor will be paid the remaining amount due Subcontractor under this agreement. All prior partial payments shall be subject to correction in the final payment. Final payment as herein provided shall release the Contractor from any further obligations whatsoever in respect to this agreement. Subcontractor shall, as a condition precedent to final payment, and before payment of said remaining percentages, execute and deliver to Contractor a full and valid release and complete discharge of and from any and all claims and demands whatsoever for all matters growing out of, or in any manner connected with or founded upon, this contract or the work contemplated thereby. Subcontractor's final payment will not be due until all work and close-out requirements specified have been completed. These include but are not necessarily limited to: as-built drawings, operating manuals, certificates of compliance, test reports, warranty and guarantee statements, final lien releases and completion and acceptance of punchlist work.

5. SUBCONTRACTOR'S PRECONTRACT INQUIRY. Subcontractor acknowledges responsibility, prior to entering this subcontract, to investigate and familiarize itself with all laws, ordinances and regulations applicable to work under this subcontract; with the availability and adequacy of personnel, workmen, material, supplies, equipment, power, utilities, fuel, etc., and, with respect to each of the foregoing, the cost and suitability thereof; with the prevailing wage scales, union scales, benefits and working conditions, craft jurisdictions, craft area practices, existing labor agreements, with all options, site conditions, considerations and restrictions, lease agreements, royalties, underground conditions, prevailing weather and climatological conditions and history; and any other factor or factors which may affect Subcontractor's work under this subcontract. The Subcontractor hereby warrants and agrees that it has investigated all such matters and familiarized itself therewith to the extent that it deems necessary. Subcontractor further agrees that Contractor shall not be liable to Subcontractor on any claim for additional payment or additional time or any claim whatsoever if such claim directly or indirectly results from Subcontractor's failure to investigate and familiarize itself sufficiently with the conditions under which this subcontract is to be performed, including the foregoing but without restriction thereto, or from any misunderstanding thereof on the part of Subcontractor.

6. CLAIMS FOR EXTRA WORK. The Contractor will pay for extra work performed and materials furnished by Subcontractor, only under prior written authorization by Contractor. Any claim of Subcontractor for extra work and materials not so authorized shall be deemed waived; and any claim for other damages of any nature whatsoever, shall be deemed waived by Subcontractor unless written notice thereof is given to Contractor within ten (10) days after the date of its origin.

(b) The Contractor agrees to forward to Owner any claims of the Subcontractor arising out of Owner-ordered changes, but is not obligated to Subcontractor for any amounts greater than that allowed by and paid by the Owner in compensation for such changes

The Terms and Conditions are acceptable:

_____ MRJ

_____ Subcontractor



7. STOPPAGE OR SUSPENSION OF WORK.

- (a) If the Owner for any cause stops or suspends work under the General Contract, or the General Contract between Owner and Contractor is canceled in whole or in part, then Subcontractor is to stop or suspend work hereunder and, after and only in the amount and to the extent that Contractor has been paid shall Subcontractor be paid for such work.
- (b) No extension of time for completion will be made or compensation paid in any event for delays or suspension of work caused by the fault or negligence of the Subcontractor or its Subcontractors or Suppliers.
- (c) Should conditions arise which, in the opinion of Contractor, make it advisable or necessary in Contractor's interest to cease or not commence work under this subcontract, Contractor may terminate Subcontractor's right to proceed with the work by written notice. In the event of cancellation, work stoppage or suspension as provided in this paragraph, Contractor shall not be liable to Subcontractor for damages of any kind, but Subcontractor shall be paid the value of Subcontractor's work based on the percentage of completion of Subcontractor's work at that time as it bears to the entire subcontract amount, but not to exceed the amount Contractor has been paid by Owner therefore.

8. CLAIMS OF SUBCONTRACTOR.

- (a) If Subcontractor shall claim that it is entitled to additional compensation or damages by reason of any act or omission of Owner or for which Owner is responsible or any delay caused by an act or omission of Owner, Subcontractor shall, promptly and within time to allow Contractor to comply with any applicable limits in the General Contract, submit such claims in writing to Contractor and Contractor will on behalf of Subcontractor submit the claim to Owner.
- (b) In the case of any dispute between Subcontractor and Contractor, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to Owner both by the terms of the General Contract and by any and all decisions or determinations made thereunder. It is agreed that in the event the General Contract contains a provision, such as a "Disputes Clause," whereby claims may be resolved under an administrative procedure or arbitration, such clause is incorporated herein by reference as though fully set forth. As to any claims asserted by Subcontractor for or on account of acts or omissions of the Owner or its representative or any claims made by the Owner for which Subcontractor is responsible, Subcontractor agrees to defend such claims in, in accordance with the provisions in the general contract for determining disputes. Contractor shall have the option to present such claims upon Subcontractor's behalf. Contractor and Subcontractor further agree to cooperate in prosecuting or defending claims. Subcontractor shall have full responsibility for preparation and presentation of such claims and shall bear expenses thereof, including attorneys' fees. Subcontractor agrees to be bound by the procedure and final determinations as specified in any such disputes clause, and agrees that it will not take, or will suspend, any other action or actions with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination under such disputes clause. Subcontractor shall not be entitled to receive any greater amount from Contractor than Contractor actually does receive from the Owner on account of Subcontractor's work, less any mark-ups or costs incurred by the Contractor and to which the Contractor is otherwise entitled, and Subcontractor agrees that it will accept such amount, if any, received by the Contractor from Owner as full satisfaction and discharge of all claims for or on account of acts or omissions of the Owner or its representative.
- (c) Should a dispute arise which is not controlled or determined by the above paragraph of this section or other provisions of this subcontract, then said dispute shall be settled by Contractor's written decision with respect to such dispute. Such written decision shall be conclusive and shall be final and binding on Subcontractor and its surety unless Subcontractor, within thirty (30) days following the receipt of such written decision, shall file a demand for arbitration with the other party. If arbitration is conducted involving Owner, Contractor, or any other party concerning or in any way relating to: responsibility under this subcontract; any dispute relating to the work required or alleged to be required herein; this subcontract; or the Subcontractor; then, in any of these events, Subcontractor expressly agrees to a consolidated or joint arbitration, if and as called for by Contractor. All such disputes, shall, at the option of the Contractor, be determined by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Said arbitration shall take place in the State of Washington. No dispute shall interfere with the progress of construction and Subcontractor shall proceed with its work as directed.
- (d) In the event either party institutes an arbitration proceeding or suit in court against the other party, or against the surety of such party, in connection with any dispute or matter arising under this subcontract, the prevailing party shall be entitled to recover its attorneys' fees, in addition to other relief granted. The provisions of this section shall not apply to claims of Contractor and/or Owner under Section 15 herein.

9. DELAYS AND EXTENSIONS OF TIME.

- (a) In the event that Subcontractor's performance of this subcontract is delayed or interfered with by the acts of the Owner, Contractor, or other Subcontractors, Subcontractor may request an extension of the time, as hereafter provided, but only upon the same terms and conditions and only to the extent actually allowed to Contractor by Owner and Subcontractor shall not be entitled to any increase in the subcontract price or to damages or additional compensation as a consequence of such delay or interference, or for acceleration relating to any such delay or interference, except to the extent that the General Contract entitles the Contractor to compensation for such delays and then only to the extent of any amounts that the Contractor may, on behalf of the Subcontractor, recover from the Owner for such delays.
- (b) No allowance for an extension of time, for any cause whatsoever, shall be claimed by, or made to, the Subcontractor unless the Subcontractor shall have made written request upon the Contractor for such extension within five (5) working days prior to the notice required in the General Contract, to permit the Contractor to give notice to the Owner within the time allowed by the General Contract for such notice.
- (c) In the event that Owner should assess actual or liquidated damages or penalties against Contractor, then Subcontractor shall be responsible for such portion of the assessment as may be directly attributable to delays caused by subcontractor.

10. **SUBCONTRACTORS CORRECTIVE WORK.** If subcontractor fails to complete its contractual work-scope or related obligations, and as a result delays or may delay subsequent non-critical and/or critical work activities or inspections, General Contractor may at its discretion complete responsible subcontractors work and backcharge the subcontractor by Credit Change Order for corrective items that are in the amount of \$500 or less. This work may be performed without written or verbal notice to subcontractor and may be done to prevent any delays in the project. In no way does this provision relieve subcontractor of its responsibility to complete its scope of work and related obligations of this subcontract.

The Terms and Conditions are acceptable:

_____ MRJ

_____ Subcontractor



11. **COMPLETION OF WORK BY CONTRACTOR.** If Subcontractor shall fail to commence the work within the specified time, or to prosecute said work continuously with sufficient workmen and equipment to insure its completion with the time herein specified for completion, or to perform said work according to the provisions of the contract, or if for any other cause or reason whatsoever Subcontractor shall fail to carry on the work in an acceptable manner, the Contractor may elect to give notice in writing of such default, specifying the same, and if the Subcontractor, within a period of seventy-two (72) hours after said notice, not including Saturday or Sunday, shall not proceed in accordance therewith, then the Contractor shall have full power and authority, without process of law and without violating this agreement, to take the prosecution of all or part of the work out of the hands of the Subcontractor and complete it with its own forces, or contract with other parties for its completion, or use such other measures as in Contractor's opinion are necessary for its completion, including the use of the equipment, plant and other property of Subcontractor on the work at no cost to the Contractor for the use of the same. Should the expenses incurred by Contractor in taking over and completing the work be less than the sum that would have become payable under this agreement if said work had been completed by Subcontractor, then Subcontractor shall be entitled to the difference. Should the expense exceed the said sum, Subcontractor and Subcontractor's surety shall be liable to the Contractor for the amount of such excess. Upon the taking over of the work by Contractor as herein provided for, no further payment will be made to Subcontractor until the work is completed, and any moneys due or that may become due Subcontractor under this agreement will be withheld and may be applied by the Contractor to payments for labor, materials, supplies and equipment used in the prosecution of the work, for the payment of rental charges on the equipment used therein, and to the payment of any excess cost to Contractor of completing the said work.

12. **CONTRACTUAL RELATIONSHIP.** Subcontractor represents that it is fully experienced and properly qualified as an expert to perform the class or work provided for herein and that it is properly equipped, organized and financed to handle such work. Subcontractor shall finance its own operations hereunder and warrants that it is, and shall operate as, an independent Contractor and not as an agent of Contractor.

13. **INSPECTION AND CORRECTION.** The materials and work shall at all times be subject to inspection by Owner and Contractor, and their representatives. Subcontractor shall at all times provide all safe and necessary facilities for such inspection. Owner and Contractor shall be afforded full and free access to the shops, factories and places of business of Subcontractor and its Subcontractors and materialmen for the purpose of inspection and in order to determine the general conditions and progress of the work. Subcontractor shall promptly furnish to Contractor all samples, drawings and lists required of it in connection with the work, but approval thereof shall not relieve Subcontractor of responsibility for complying with requirements and conditions of this subcontract. In the event that any part of the work or any material is determined by Owner or Contractor to be improper or defective, either during the actual performance of work under the General Contract or during any guarantee period provided in the General Contract, or, if no guarantee period is so provided, then within one (1) year after completion of Subcontractor's work, Subcontractor shall, immediately upon being notified in writing by Contractor to do so, proceed to remove, dispose and replace the same at its own cost and expense. If Subcontractor shall fail to replace or correct defective material or workmanship promptly and completely, Contractor, at its option, may replace or correct the same. Subcontractor agrees to pay the Contractor all costs, expenses (including attorneys' fees), liabilities and consequential damages of Contractor in connection with said replacement or corrections, regardless of whether said replacements or corrections are removed, disposed of and replaced by Subcontractor or Contractor.

14. **CLEANUP.** Subcontractor shall perform its work as herein required so that the premises shall at all times be neat, orderly and free from debris. Upon termination or completion of its work Subcontractor agrees to remove all unused materials and all equipment, utilities and facilities furnished by Subcontractor, to clean up all refuse and debris, and to leave the premises clean, orderly and in good condition. Upon twenty-four (24) hours written notice of failure to comply with this provision, the Contractor may elect to perform such cleanup of the Subcontractor's refuse, debris, etc., as the Contractor reasonably deems necessary and the cost of the same will be charged to Subcontractor.

15. **SAFETY.** The Subcontractor and all of its employees shall take all reasonable safety precautions pertaining to its work and the conduct thereof, including, but not limited to, compliance with all applicable laws, ordinances, rules, regulations and orders issued by a public authority, whether federal, state, local or otherwise, the Federal Occupational Safety and Health Act, any similar state laws and, in addition the safety measures called for by the Contractor and Owner. Safety of Subcontractor's employees, whether or not in common work areas, is the responsibility of Subcontractor. Subcontractor agrees to instruct all of its employees to inform Contractor immediately of any unsafe condition or practice, whether or not in common work areas. Hard Hats are required at all times on MRJ Constructors jobsites. Subcontractors are required to develop a site specific safety plan that reference the specific safety procedures to be used on this jobsite. The Site Specific Safety Plan must be delivered to MRJ prior to the start of work. The subcontractor is required to conduct weekly safety meetings and meeting minutes will be submitted to MRJ site staff. Failure to follow any of the rules above is grounds for MRJ to withhold progress payments. In addition MRJ will issue \$100 backcharge fines for all repeat (written) safety offenses. The fines will double in value with every repeated offense. MRJ Constructors will provide a verbal warning for first offenses and then written correction notices for all subsequent offenses. MRJ also has the authority to remove any subcontractor employee for repeat violation of safety rules. If MRJ provides hard hats or other safety equipment to the subcontractor for their employee's use, MRJ will back charge the subcontractor for the cost to replace the equipment.

16. **INSURANCE.** Subcontractor, at its own expense, shall procure, carry and maintain on all of its operations hereunder Workmen's Compensation and Employer's Liability Insurance covering all of its employees, Contractor's Public Liability and Property Damage Insurance and Automotive Public Liability and Property Damage Insurance in and with companies satisfactory to Contractor. Limits shall be in accordance with the General Contract requirements; unless otherwise agreed to in writing in the Subcontract such Liability Insurance shall have limits of not less than \$1,000,000.00 as to any one person and \$1,000,000.00 as to any one occurrence, \$2,000,000.00 aggregate and Property Damage Insurance shall have limits of not less than \$1,000,000.00. If Subcontractor is providing Professional services as part of the work, Subcontractor must procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. If the work involves transport, dissemination, use or release of pollutants, the Subcontractor must procure Pollution Liability insurance with policy limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Subcontractor is required to name Contractor (MRJ Constructors, L.L.C.), Owner and designers as additional insured on Subcontractor's general liability policy. Subcontractor shall cause to be furnished to Contractor prior to commencement of work by Subcontractor a certificate from the insurance companies that such insurance is in force and will not be canceled without thirty (30) days written notice.

The Terms and Conditions are acceptable:

_____ MRJ

_____ Subcontractor



17. WAIVER OF SUBROGATION AND INSURANCE DEDUCTABLE. (A). Subcontractor waives any claim against Contractor, Owner, and their respective agents and/or representatives which are covered by any valid insurance of any kind whether or not such insurance is subject to a deductible, and regardless of whether the claim results from the exclusive or concurring fault of Contractor and/or Owner or their agents/representatives.

(B) In the case of deductibles asserted in whole or in part against Contractor or Owner, Subcontractor agrees to satisfy same as to all losses caused by, resulting from, incident to, connected with or arising out of Subcontractor's performance of this Contract, whether or not such performance is negligent or otherwise culpable. Subcontractor's obligations under this section apply whether or not Subcontractor has knowledge of the amount or applicability of any deductible. It is the Subcontractor's sole responsibility to inquire of any knowledgeable party as to the deductible amount and the circumstances under which it would be assessed.

18. SEVERABILITY. In the event that any provision of this subcontract shall at any time contravene in whole or in part any applicable federal or state law, ruling or regulation, then such provision shall remain in effect only to the extent permitted, and the remaining provision hereof shall remain in full force and effect.

19. CONFLICTS IN DRAWINGS OR SPECIFICATIONS. In the event of a conflict or discrepancy among or between the drawings, schedules and/or specifications or within a document, the better quality or greater quantity shall be provided.

20. WARRANTY. Subcontractors are required to provide a minimum of a one year labor and material warranty or the warranty that is required in either the contract documents, contract with owner, subcontract agreement or Washington State Law whichever is more stringent. This warranty does not relieve the subcontractor of their liabilities required by the State of Washington for "Latent Defect Warranty" Laws, including but not limited to RCW 4.16.310 and RCW 62A.2-725, and discovery as described by these laws.

21. COMPLETE AGREEMENT. This document contains all covenants, stipulations and provisions agreed upon by the parties. No verbal agreement with any agent either before or after the execution of this agreement shall affect or modify any of the terms or obligations herein contained and this contract shall be conclusively considered as containing and expressing all of the terms and conditions agreed upon by the parties hereto. No agents or representatives of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this subcontract.

The Terms and Conditions are acceptable:

_____ MRJ

_____ Subcontractor

SAMPLE



SAFETY REQUIREMENTS FOR MRJ JOB-SITES

Prior to the start of work on the above referenced project, we require that you provide us with written Accident Prevention Plan, a Site Specific Fall Protection Plan (if applicable) and completion of the attached Safety Questionnaire. A site Specific Fall Protection Plan is required when employees will be exposed to fall hazards above 10 feet.

As the general contractor, we are responsible for safety at all of our jobsites and we require our subcontractors to fully comply with all safety requirements per the subcontract documents. All subcontractors are required to either attend MRJ Constructor's weekly "toolbox" safety meetings or provide meeting minutes of their own weekly meetings. All subcontractors must perform site inspections to assure compliance with safety codes and safe work practices. A representative from MRJ Constructors will perform a walk-around inspection as well and will forward any deficiencies noted to the subcontractor for correction. All site inspections performed on the site will be reviewed at the weekly toolbox meetings.

Failure to comply with the safety requirements will require the following disciplinary actions:

1. Verbal Warning: Superintendent/Management representative will document **ALL** verbal warnings.
2. Written Violation: A Written Notification of a Violation will be forwarded to the subcontractor for corrective action for any item not corrected. Any serious or life threatening situation must be corrected immediately using any resource available to remedy the hazard. Failure to comply may result in a fine, suspension of the work, or termination from the project. Suspension or termination will be viewed as subcontractor's failure to prosecute work and will be in default as described in Section 10 of the Terms and Agreement document.



SUBCONTRACTOR SAFETY QUESTIONNAIRE

1	Company Name:			
2	Project Name:			
3	List your Company's Worker's Compensation Experience Modification Rate for the past 3-years:			
	20__ ____	20__ ____	20__ ____	
	If over 1.000, please provide the following information from your last year OSHA 200 Log			
	# of Recordable Cases:	# Workdays Lost:	#Man-hours worked last year:	
4	Do you conduct safety inspections regularly? YES <input type="checkbox"/> NO <input type="checkbox"/>			
5	Please list Safety Personnel and his/her/their experience (you may use a separate sheet of paper if necessary):			
	a)			
	b)			
	c)			
6	Do you have a written Accident Prevention/Safety Program? YES <input type="checkbox"/> NO <input type="checkbox"/>			
7	Do you maintain a written Site-Specific Safety Plan (i.e. fall protection, excavation/trenching, confined space) covering your work? YES <input type="checkbox"/> NO <input type="checkbox"/>			
8	Do you have a safety orientation program for new hires? YES <input type="checkbox"/> NO <input type="checkbox"/>			
9	Do you conduct, document, and maintain records of weekly craft <i>toolbox</i> safety meetings? YES <input type="checkbox"/> NO <input type="checkbox"/>			
10	Do you use sub-tier Subcontractors in the performance of your work? YES <input type="checkbox"/> NO <input type="checkbox"/>			
11	Do your sub-tier Subcontractors have a written Accident Prevention/Safety Program? YES <input type="checkbox"/> NO <input type="checkbox"/>			
12	Do your sub-tier Subcontractors maintain a written Site-Specific Safety Plan (i.e. fall protection, excavation/trenching, confined space) covering their work? YES <input type="checkbox"/> NO <input type="checkbox"/>			
13	Do you maintain a copy of your sub-tier Subcontractor's Site-Specific Safety Plan? YES <input type="checkbox"/> NO <input type="checkbox"/>			
14	Do you require your sub-tier Subcontractors to attend weekly <i>toolbox</i> safety meetings? YES <input type="checkbox"/> NO <input type="checkbox"/>			
15	Do you review and/or monitor your sub-tier Subcontractor's weekly <i>toolbox</i> safety meetings? YES <input type="checkbox"/> NO <input type="checkbox"/>			
16	Please describe your disciplinary action procedures when you detect a deficiency in your sub-tier Subcontractor's safety performance. Attach examples of written documents (you may use another sheet of paper if necessary).			
17	Name:		Title:	
	Signature:		Phone:	



Subcontractor & Material Supplier Progress Lien Release Form

Subcontractor or Supplier	Date:	
	Invoice:	
	MRJ Job #:	
	Project Site Address:	

Subcontract or PO Amount:	
Approved Change Orders:	
Revised Contract Amount:	
Work Completed to Date:	
Less Previously Billed:	
Current Billing:	
Less Retention (5%):	
Net Amount Due:	

Conditional Waiver & Release Upon Progress	
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from MRJ CONSTRUCTORS, LLC in the sum of \$_____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims, mechanic's or materialmen's lien, equitable lien, stop notice, or bond claim rights which the undersigned has on the above referenced job. This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through (_____) only and does not cover any retention or items furnished after that date.</p> <p>NOTICE: BEFORE ANY RECIPIENT OF THIS DOCUMENT RELIES ON IT, SAID PARTY SHOULD VERIFY EVIDENCE OF PAYMENT TO THE UNDERSIGNED.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>	
Signature:	
Title	
Date:	
Subscribed and Sworn before me this _____ day of _____.	
Notary Public:	

Unconditional Waiver & Release Upon Payment	
<p>The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments from MRJ CONSTRUCTORS, LLC in the sum of \$_____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims, mechanic's or materialmen's lien, equitable lien, stop notice, or bond claim rights which the undersigned has on the above referenced job. This release covers progress payments for labor, services, equipment, materials furnished and/or claims through (_____) only and does not cover any retention or items furnished after that date.</p> <p>NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>	
Signature:	
Title:	
Date:	
Subscribed and Sworn before me this _____ day of _____.	
Notary Public:	



Subcontractor & Material Supplier RETENTION/FINAL Lien Release Form

Subcontractor or Supplier	Date:	
	Invoice:	
	MRJ Job #:	
	Project Site Address:	

Subcontract or PO Amount:	
Approved Change Orders:	
Revised Contract Amount:	
Work Completed to Date:	
Less Previously Billed:	
Current Retention Billing:	
Less Retention (5%):	
Net Amount Due:	

Conditional Waiver & Release Upon Progress	
<p>The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from MRJ CONSTRUCTORS, LLC in the sum of \$ _____ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any and all claims, mechanic's or materialmen's lien, equitable lien, stop notice, or bond claim rights which the undersigned has on the above referenced job.</p> <p>This release covers a progress payment for labor, services, equipment, materials furnished and/or claims through completion.</p> <p>NOTICE: BEFORE ANY RECIPIENT OF THIS DOCUMENT RELIES ON IT, SAID PARTY SHOULD VERIFY EVIDENCE OF PAYMENT TO THE UNDERSIGNED.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>	
Signature:	
Title	
Date:	
Subscribed and Sworn before me this _____ day of _____.	
Notary Public:	

Unconditional Waiver & Release Upon Payment	
<p>The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments from MRJ CONSTRUCTORS, LLC in the sum of \$- _____ for labor, services, equipment or materials furnished to the above referenced job and does hereby release pro tanto any and all claims, mechanic's or materialmen's lien, equitable lien, stop notice, or bond claim rights which the undersigned has on the above referenced job. This release covers progress payments for labor, services, equipment, materials furnished and/or claims through (_____) only and does not cover any retention or items furnished after that date.</p> <p>NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.</p> <p>I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.</p>	
Signature:	
Title:	
Date:	
Subscribed and Sworn before me this _____ day of _____.	
Notary Public:	