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## **ConsensusDocs® 751**

### **STANDARD SHORT FORM AGREEMENT BETWEEN CONSTRUCTOR AND SUBCONTRACTOR**

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# ConsensusDocs® 751

## STANDARD SHORT FORM AGREEMENT BETWEEN CONSTRUCTOR AND SUBCONTRACTOR



Job No.: [REDACTED] 9821

Account Code: [REDACTED]

This Agreement is made this [REDACTED] 16th day of [REDACTED] September, [REDACTED] 2015, by and between

CONSTRUCTOR, [REDACTED] Northwest Construction Company and

SUBCONTRACTOR, [REDACTED] Richardson Electric

Tax identification No. (TIN) [REDACTED] 876327 Contractor License No. [REDACTED] E17692C

The Constructor and Subcontractor are collectively the "Parties." Notice to the Parties shall be given at the above addresses.

PROJECT: [REDACTED] Nano Engineering Building

OWNER: [REDACTED] University of Washington

DESIGN PROFESSIONAL: [REDACTED] Zimmer Gunsul Frasca

1. SUBCONTRACT WORK To the extent terms of the agreement between the Owner and Constructor (prime agreement) apply to the work of the Subcontractor, the Constructor assumes toward the Subcontractor all obligations, rights, duties, and redress that the Owner assumes toward the Constructor. In an identical way, the Subcontractor assumes toward the Constructor all obligations, rights, duties, and redress that the Constructor assumes toward the Owner and others under the prime agreement. In the event of conflicts or inconsistencies between provisions of this Agreement and the prime agreement, this



Agreement shall govern. The Subcontractor shall perform the Subcontract Work under the general direction of the Constructor and shall cooperate with the Constructor so the Constructor may fulfill obligations to the Owner. The Subcontractor shall provide the Subcontract Work for the Project in accordance with the Progress Schedule to be prepared by the Constructor after consultation with the Subcontractor, and as it may change from time to time. The Subcontractor shall give timely notices to authorities pertaining to the Subcontract Work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing, and taxes necessary to complete the Subcontract Work. The Subcontractor is to provide electrical construction, as more fully described in Exhibit A.

2. SUBCONTRACT AMOUNT The Constructor agrees to pay the Subcontractor for satisfactory and timely performance and completion of the Subcontract Work: \$5,000,000.00. Retainage shall be five percent (5%), which is equal to the percentage retained from the Constructor's payment by the Owner for the Subcontract Work. If the Subcontract Work is satisfactory and the prime agreement provides for reduction of retainage, the Subcontractor's retainage shall also be reduced when the Constructor's retainage of the Subcontract Work has been so reduced by the Owner.

3. EXHIBITS The following exhibits are made part of this Agreement:

EXHIBIT A: Subcontract Work, 1 pages.

EXHIBIT B: Subcontract Documents, including the prime agreement, drawings, specifications, general, and other conditions issued by the Design Professional and dated March 24, 2015, and addenda and other information.

EXHIBIT C: Progress Schedule, 1 pages.

EXHIBIT D: Alternates and Unit Prices, N/A pages.

EXHIBIT E: Temporary Services, 1 pages.

EXHIBIT F: Insurance Provisions, 1 pages.

4. ETHICS The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest and promptly discloses any to the other Party; and (b) warrants that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their subcontractors, agents, officers, employees, or others for whom they may be liable, to secure preferential treatment.

4.1. COMPLIANCE WITH LAWS The Subcontractor shall comply with all Laws at its own costs. The Subcontractor shall be liable to the Constructor for all loss, cost, or expense, attributable to any acts or omissions by the Subcontractor, its employees, subcontractors, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

5. SAFETY To protect persons and property, the Subcontractor shall establish a safety program implementing safety measures, policies, and standards conforming to (a) those required or recommended by governmental and quasi-governmental authorities having jurisdiction, and (b) requirements of this Agreement. The Subcontractor shall keep the Project site clean and free from debris resulting from the Subcontract Work.

6. WARRANTIES The Subcontractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Subcontract Documents, and free from defective workmanship and materials. The Subcontractor further warrants that the Subcontract Work shall be free from material defects not intrinsic in the design or materials required in the Subcontract Documents. The Subcontractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended,



improper or insufficient maintenance, modifications performed by others, or abuse. The Subcontractor's warranties shall commence on the date of Substantial Completion of the Work or a designated portion.

## 7. TIME

7.1. Time is of the essence for both parties.

7.2. SCHEDULE In consultation with the Subcontractor, the Constructor shall prepare the schedule for performance of the Constructor's work (Progress Schedule) and shall revise and update such schedule, as necessary, as the Constructor's work progresses. The Subcontractor shall provide the Constructor with any scheduling information proposed by the Subcontractor for the Subcontract Work and shall revise and update as the Project progresses. The Constructor and Subcontractor shall be bound by the Progress Schedule. The Progress Schedule and all subsequent changes and additional details shall be submitted to the Subcontractor reasonably in advance of the required performance. Subject to the Subcontractor's rights under Article 8, the Constructor shall have the right to determine and, if necessary, change the time, order, and priority in which various portions of the Subcontract Work shall be performed and all other matters relative to the Subcontract Work.

8. CHANGE ORDERS When the Constructor orders in writing, the Subcontractor, without nullifying this Agreement, shall make any and all changes in the Subcontract Work which are within the general scope of this Agreement. Any adjustment in the Subcontract Amount or time of performance shall be authorized by a Change Order. No adjustments shall be made for any changes performed by the Subcontractor that have not been ordered by the Constructor. A Change Order is a written instrument prepared by the Constructor and signed by the Subcontractor stating their agreement upon the change in the Subcontract Work. If commencement or progress of the Subcontract Work is delayed without the fault or responsibility of the Subcontractor, the time for the Subcontract Work shall be extended by Change Order to the extent obtained by the Constructor, and the Progress Schedule shall be revised accordingly.

## 9. PAYMENT

9.1. SCHEDULE OF VALUES As a condition precedent to payment, the Subcontractor shall provide a schedule of values satisfactory to the Constructor not more than fifteen (15) days from the date of this Agreement.

9.2. PROGRESS AND FINAL PAYMENTS Progress payments, less retainage, shall be made to the Subcontractor, for Subcontract Work satisfactorily performed, no later than seven (7) days after receipt by the Constructor of payment from the Owner for the Subcontract Work. Final payment of the balance due shall be made to the Subcontractor no later than seven (7) days after receipt by the Constructor of final payment from the Owner for the Subcontract Work. These payments are subject to receipt of such lien waivers, affidavits, warranties, guarantees, or other documentation required by this Agreement or the Constructor. If payment from the Owner for such Subcontract Work is not received by the Constructor, through no fault of the Subcontractor, the Constructor will make payment to the Subcontractor within a reasonable time for Subcontract Work satisfactorily performed.

9.3. PAYMENTS WITHHELD The Constructor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Constructor from loss or damage based upon the following to the extent that the Subcontractor is responsible: (a) failure to timely perform the Subcontract Work, (b) failure to properly pay its subcontractors or suppliers, (c) failure to promptly correct rejected, defective, or nonconforming Subcontract Work, or (d) uninsured third-party claims involving the Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Subcontractor furnishes the Constructor with adequate security in the form of a



surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

9.4. **PAYMENT DELAY** If the Constructor has received payment from the Owner and, if for any reason not the fault of the Subcontractor, the Subcontractor does not receive a progress payment from the Constructor within seven (7) days after the date such payment is due, or if the Constructor has failed to pay the Subcontractor within a reasonable time for Subcontract Work satisfactorily performed, the Subcontractor, upon giving seven (7) days' written notice to the Constructor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to the Subcontractor has been received. The Subcontract Amount and time of performance shall be adjusted by Change Order for the amount of the Subcontractor's reasonable and verified cost of shutdown, delay, and startup.

9.5. **WAIVER OF CLAIMS** Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for warranties, or for nonconforming or defective work discovered after final payment.

#### 9.6. OWNER'S ABILITY TO PAY AND LIEN INFORMATION

9.6.1. Unless expressly prohibited by the Subcontract Documents, the Constructor shall promptly provide, upon Subcontractor's request, (a) information regarding the Owner's financial ability to pay for the Work, and (b) notice of any material variation in the Owner's financial ability to pay. The Constructor, however, does not warrant the accuracy or completeness of information provided. The Subcontractor also is entitled to request through the Constructor any information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the recorded legal title.

9.6.2. If the Subcontractor does not receive the information referenced in subsection 9.6.1, the Subcontractor may request information from the Owner or Owner's lender.

10. **INDEMNITY** To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Constructor, the Constructor's other subcontractors, the Design Professional, the Owner, and their agents, consultants, and employees (the Indemnitees) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, its subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Subcontractor shall be entitled to reimbursement of any defense cost paid above the Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnitees.

#### 11. INSURANCE

11.1. **SUBCONTRACTOR'S INSURANCE** Before commencing the Subcontract Work, and as a condition precedent to payment, the Subcontractor shall purchase and maintain insurance that will protect it from the claims arising out of its operations under this Agreement, whether the operations are by the Subcontractor, or any of its subcontractors or consultants, or anyone directly or indirectly employed by any of them, or for whose acts the Subcontractor may be liable.

11.2. **MINIMUM LIMITS OF LIABILITY** The Subcontractor shall procure and maintain, with insurance companies licensed in the jurisdiction in which the Project is located and acceptable to the





Constructor, which acceptance shall not be unreasonably withheld, at least the limits of liability as set forth in Exhibit F.

**11.3. NUMBER OF POLICIES** Commercial General Liability Insurance (CGL) and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

**11.4. CANCELLATION, RENEWAL, AND MODIFICATION** To the extent commercially available to the Subcontractor from its current insurance company, insurance policies required under subsection 11.2 shall contain a provision that the insurance company or its designee must give the Constructor written notice transmitted in paper or electronic format: (a) 30 days before coverage is nonrenewed by the insurance company and (b) within 10 business days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Subcontractor shall furnish the Constructor with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 11.2 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Subcontractor shall give Constructor prompt written notice upon actual or constructive knowledge of such condition.

**11.5. CONTINUATION OF COVERAGE** The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least one year after final payment to the Constructor. Prior to commencement of the Work, the Subcontractor shall furnish the Constructor with certificates evidencing the required coverages.

**11.6. PROPERTY INSURANCE** Upon written request of the Subcontractor, the Constructor shall provide the Subcontractor with a copy of the Builder's Risk Policy of insurance or any other property or equipment insurance in force for the Project and procured by the Owner or Constructor. The Constructor shall advise the Subcontractor if a Builder's Risk Policy of insurance is not in force.

11.6.1. If the Owner or Constructor has not purchased property insurance reasonably satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors, or subsubcontractors to the Subcontract Work. The cost of this insurance shall be charged to the Constructor in a Change Order.

11.6.2. If not covered under the Builder's Risk Policy of insurance or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the Subcontract Work, including portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment.

**11.7. WAIVER OF SUBROGATION** The Constructor and Subcontractor waive all rights against each other, the Owner, and the Design Professional, and any of their respective consultants, subcontractors, and subsubcontractors, agents, and employees, for damages caused by perils to the extent covered by the proceeds of the insurance provided in section 11.6, except such rights as they may have to the insurance proceeds and such rights as they may have for the Owner's failure to obtain and maintain any Project Builders Risk Coverage that the Owner may be obligated to provide. The Subcontractor shall require similar waivers from its subcontractors. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

**11.8. CONSTRUCTOR'S LIABILITY INSURANCE** The Constructor shall obtain and maintain its own liability insurance for protection against claims arising out of the performance of this Agreement,



including without limitation, loss of use and claims, losses, and expenses arising out of the Constructor's errors or omissions.

11.9. ADDITIONAL LIABILITY COVERAGE The Constructor ☒ shall/ ☐ shall not require the Subcontractor to purchase and maintain liability coverage, primary to the Constructor's coverage under subsection 11.8.

11.9.1. If required by section 11.9, the additional liability coverage required of the Subcontractor shall be:

1. ☒ ADDITIONAL INSURED. The Constructor shall be named as an additional insured on the Subcontractor's CGL specified, for operations and completed operations, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of the Subcontractor, or those acting on the Subcontractor's behalf, in the performance of the Subcontractor's Work for the Constructor at the Project site.
2. ☐ OCP. The Subcontractor shall provide an Owners' and Constructors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by the Constructor. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by the Constructor directly or the costs may be reimbursed by the Constructor to the Subcontractor by increasing the Subcontract Amount to correspond to the actual cost required to purchase and maintain the additional liability coverage. Before commencing the Subcontract Work, the Subcontractor shall provide either a copy of the OCP policy or a certificate and endorsement evidencing that the Constructor has been named as an additional insured, as applicable.

12. BONDS Performance and Payment Bonds ☒ are/ ☐ are not required of the Subcontractor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to the Constructor. The Constructor's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond and of the Performance Bond shall each be in the full Subcontract Amount.

13. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for any (a) liquidated, consequential, or other damages that the Owner is entitled to recover against the Constructor under the prime agreement, and (b) losses covered by insurance required by the Subcontract Documents, the Constructor and Subcontractor mutually waive all claims against each other for consequential damages, including damages for loss of business, loss of financing related to the Project, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, the Subcontractor shall obtain in another agreement from its subcontractors mutual waivers of consequential damages that correspond to the Subcontractor's waiver of consequential damages herein. The provisions of this section shall also apply to and survive termination of this Agreement.

14. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Subcontract Work shall be upon the Subcontractor until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

## 15. NOTICE TO CURE AND TERMINATION

15.1. FAILURE OF PERFORMANCE Should the Subcontractor fail to satisfy contractual deficiencies or to commence and continue satisfactory correction of the default with diligence or promptness within three (3) business days from receipt of the Constructor's written notice, then the Constructor,



without prejudice to any right or remedies, shall have the right to take whatever steps it deems necessary to correct deficiencies and charge the cost thereof to the Subcontractor, who shall be liable for such payment, including reasonable overhead, profit, and attorneys' fees. In the event of an emergency affecting safety of persons or property, the Constructor may proceed as above without notice, but the Constructor shall give the Subcontractor notice promptly after the fact as a precondition of cost recovery.

**15.2. TERMINATION BY OWNER** Should the Owner terminate the prime agreement or any part which includes Subcontract Work, the Constructor shall notify the Subcontractor in writing within three (3) business days of termination and, upon written notification, this Agreement shall be terminated and the Subcontractor shall immediately stop the Subcontract Work, follow all of the Constructor's instructions, and mitigate all costs. In the event of Owner termination, Constructor liability to the Subcontractor shall be limited to the extent of Constructor recovery on the Subcontractor's behalf under the prime agreement. The Constructor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of any Subcontractor claim arising out of Owner termination and to permit the Subcontractor to prosecute the claim, in the name of the Constructor, for the use and benefit of the Subcontractor, or assign the claim to the Subcontractor. In the event the Owner terminates the Constructor for cause, through no fault of the Subcontractor, the Subcontractor shall be entitled to recover from the Constructor its reasonable costs arising from the termination of this Agreement, including reasonable overhead and profit on Work not performed.

**15.3. TERMINATION BY CONSTRUCTOR** If the Subcontractor fails to commence and satisfactorily continue correction of a default within three (3) business days after written notification issued under section 15.1, then the Constructor may, in lieu of or in addition to section 15.1, issue a second written notification to the Subcontractor and its surety, if any. Such notice shall state that if the Subcontractor fails to commence and continue correction of a default within seven (7) days of the written notification, the Agreement will be deemed terminated. A written notice of termination shall be issued by the Constructor to the Subcontractor at the time the Subcontractor is terminated. The Constructor may furnish those materials or equipment or employ such workers or subcontractors as the Constructor deems necessary to maintain the orderly progress of the Constructor's work. All costs incurred by the Constructor in performing the Subcontract Work, including reasonable overhead, profit, and attorneys' fees, costs, and expenses, shall be deducted from any monies due or to become due the Subcontractor. The Subcontractor shall be liable for payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Amount. At the Subcontractor's request, the Constructor shall provide a detailed accounting of the costs to finish the Subcontract Work.

**15.4. TERMINATION BY SUBCONTRACTOR** If the Subcontract Work has been stopped for thirty (30) days because the Subcontractor has not received progress payments or has been abandoned or suspended for an unreasonable period of time not due to the fault or neglect of the Subcontractor, then the Subcontractor may terminate this Agreement upon giving the Constructor seven (7) days' written notice. Upon such termination, the Subcontractor shall be entitled to recover from the Constructor payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead, profit, and attorneys' fees, costs, and expenses. However, if the Owner has not paid the Constructor for the satisfactory performance of Subcontract Work through no fault or neglect of the Constructor, and the Subcontractor terminates this Agreement under this article because it has not received corresponding progress payments, the Subcontractor shall be entitled to recover from the Constructor, within a reasonable period of time following termination, payment for all Subcontract Work satisfactorily performed but not yet paid for, including reasonable overhead and profit. The Constructor's liability for any other damages claimed by the Subcontractor under such circumstances shall be extinguished by the Constructor pursuing said damages and claims against the Owner, on the Subcontractor's behalf, as provided for by section 15.2.

## 16. DISPUTE MITIGATION AND RESOLUTION





16.1. CLAIMS RELATING TO CONSTRUCTOR The Subcontractor shall give the Constructor written notice of all claims within seven (7) days of the Subcontractor's knowledge of facts giving rise to the event for which claim is made; otherwise, such claims shall be deemed waived. All unresolved claims, disputes, and other matters in question between the Constructor and Subcontractor shall be resolved in the manner provided in this Agreement.

16.2. DAMAGES If the prime agreement provides for liquidated or other damages for delay beyond the completion date set forth in this Agreement, and such damages are assessed, the Constructor may assess a share of the damages against the Subcontractor in proportion to the Subcontractor's share of responsibility for the delay. However, the amount of such assessment shall not exceed the amount assessed against the Constructor. Nothing in this Agreement shall be construed to limit the Subcontractor's liability to the Constructor for the Constructor's actual delay damages caused by the Subcontractor's delay.

16.2.1. CONSTRUCTOR CAUSED DELAY Nothing in this Agreement shall preclude the Subcontractor's recovery of delay damages caused by the Constructor.

16.3. WORK CONTINUATION AND PAYMENT Unless otherwise agreed in writing, the Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute resolution proceedings. If the Subcontractor continues to perform, the Constructor shall continue to make payments in accordance with this Agreement.

16.4. MULTIPARTY PROCEEDING The Parties agree, to the extent permitted by the prime agreement, that all Parties necessary to resolve a claim shall be Parties to the same dispute resolution proceeding. To the extent disputes between the Constructor and Subcontractor involve in whole or in part disputes between the Constructor and Owner, disputes between the Subcontractor and Constructor shall be decided by the same tribunal and in the same forum as disputes between the Constructor and Owner.

16.5. NO LIMITATION OF RIGHTS OR REMEDIES Nothing in ARTICLE 15 shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or payment bonds.

16.6. DISPUTE MITIGATION THROUGH DIRECT DISCUSSION If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussion. Within five (5) business days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions, shall conduct direct discussions and make a good faith effort to resolve such dispute.

16.7. MEDIATION Disputes between the Subcontractor and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. The Parties shall select the mediator within fifteen (15) days of the request for mediation. Engaging in mediation is a condition precedent to any form of binding dispute resolution.

16.8. BINDING DISPUTE PROCESSES If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☐ ~~ARBITRATION~~ Unless the Parties mutually agree otherwise in writing, all claims, disputes and matters in question arising out of, or relating to, this Agreement shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in



effect. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An award entered in an arbitration proceeding shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

[ ] LITIGATION Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

16.8.1. COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

16.8.2. VENUE The venue of any binding dispute resolution procedure shall be the location of the Project, unless the Parties agree on a mutually convenient location.

16.8.3. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations.

16.8.4. An award entered in an arbitration proceeding pursuant to this Agreement shall be final and binding upon the Parties, and judgment may be entered upon an award in any court having jurisdiction.

## 17. MISCELLANEOUS

17.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

17.2. ASSIGNMENT The Subcontractor shall not assign the whole or any part of the Subcontract Work or this Agreement without prior written approval of the Constructor.

17.3. JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

| CONSTRUCTOR [ ] Northwest Construction Company

BY: \_\_\_\_\_

| PRINT NAME: [ ] Sam Peters

PRINT TITLE: [ ] Vice President

ATTEST \_\_\_\_\_

NAME [ ]

TITLE [ ]

| SUBCONTRACTOR: [ ] Richardson Electric

BY: \_\_\_\_\_



PRINT NAME: Rick Richardson

PRINT TITLE: President

ATTEST \_\_\_\_\_

NAME

TITLE

END OF DOCUMENT.

DRAFT

