



## **RONNISCH CONSTRUCTION GROUP PREQUALIFICATION PACKET**

Please provide the following information in your email:

1. Company name (as printed on your W-9)
2. Company full address
3. Company phone number
4. Your full name
5. Your phone number
6. Your title
7. Scope of work

Please provide the following required attachments in your email:

1. Form W-9
2. Company's current certificate of liability insurance form to email.
3. Signed & fully complete prequalification form.

All prequalification packets are to be emailed to  
[prequal@ronnisch.com](mailto:prequal@ronnisch.com)

# RONNISCH CONSTRUCTION GROUP PREQUALIFICATION FORM



## General Information

Enter the information exactly as it appears on your tax documents.

Legal Company Name \_\_\_\_\_  
Company's DBA \_\_\_\_\_  
(Doing Business As) \_\_\_\_\_  
Address \_\_\_\_\_  
Labor Type \_\_\_\_\_  
Trades Performed \_\_\_\_\_

### W-9 Form

Please attach Form W-9 to email.

### Certificate of Liability Insurance

Attach your company's current certificate of liability insurance form to email.

## Key Company Stakeholders

Provide the names and ownership percentage of your company's executive team.

Name \_\_\_\_\_  
Title \_\_\_\_\_  
% Ownership \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
% Ownership \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
% Ownership \_\_\_\_\_

## Employee Information

Provide a breakdown of your company's employee headcount.

Total Employee Count \_\_\_\_\_  
Office Staff \_\_\_\_\_  
Shop Labor \_\_\_\_\_  
Field Labor \_\_\_\_\_  
Field Supervisor \_\_\_\_\_

## Work History/References

List projects your company has completed in the past to use as a reference.

### Project #1

Project Name \_\_\_\_\_

Contract Amount \_\_\_\_\_  
Location \_\_\_\_\_  
GC/GM Company \_\_\_\_\_  
Contact Information \_\_\_\_\_

Project #2

Project Name \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Location \_\_\_\_\_  
GC/GM Company \_\_\_\_\_  
Contact Information \_\_\_\_\_

Project #3

Project Name \_\_\_\_\_  
Contract Amount \_\_\_\_\_  
Location \_\_\_\_\_  
GC/GM Company \_\_\_\_\_  
Contact Information \_\_\_\_\_

Largest Contract Value Amount \_\_\_\_\_

Average contract size (1) year ago? \_\_\_\_\_  
Average contract size (2) years ago? \_\_\_\_\_  
Average contract size (3) years ago? \_\_\_\_\_

Has your company ever done business under a different name? Type "Yes" or "No", if "Yes" please explain.

Number of contracts completed (1) year go? \_\_\_\_\_

**Safety Information**

Provide your company's Experience Modification Rate (EMR) scores from the past three years.

EMR Rating

Current Year \_\_\_\_\_  
Last Year \_\_\_\_\_  
2 Years Ago \_\_\_\_\_

**OSHA Citations**

Provide details of each OSHA citations in the field below, and attach citation documents for each citation.

Has your company received any OSHA citations in the last 3 years? \_\_\_\_\_

If, so how many? \_\_\_\_\_

Please provide information regarding citations: \_\_\_\_\_

### **Fatality Information**

Provide details of any work-related fatalities in your company's history.

Has your company had any fatalities in the past 5 years? \*

Location of Fatality

Year

Please provide details below:

### **Bond Capacity**

Enter information associated with your company's bond capacity.

Bonding Capacity    Yes    No    If Yes, provide value \_\_\_\_\_

### **Contract Amounts**

Enter your company's preferred contract price range.

Minimum Contract Amount \_\_\_\_\_

Maximum Contract Amount \_\_\_\_\_

### **Current Backlog Information**

Enter your company's backlog amount as of today.

Current Backlog Amount \_\_\_\_\_

Backlog as of mm/yyyy \_\_\_\_\_

### **Litigation Information**

Provide details regarding your company's litigation history from the past 3 years.

Are there any claims, litigation, arbitration, or other dispute resolution proceedings against your company and/or officers?    Yes    No

Has your company claimed bankruptcy, ever filed for bankruptcy protection, or been placed in voluntary or involuntary receivership?    Yes    No

Has your company filed any claims in the last 3 years?    Yes    No

Have any of the owners, officers, or major stakeholders of your company ever been indicted or convicted of any felony or other criminal conduct?    Yes    No

If yes, please explain below.

Describe all litigation arising from your company's active projects worked on within the last three years.

Has your company failed to complete a construction contract, defaulted, or been terminated for cause within the last (3) years?    Yes    No

If Yes, please explain below.

## **Terms and Conditions**

### **ARTICLE I - PARTIES TO AGREEMENT:**

As shown by the signatures on page one, this Agreement (the "Subcontract") is entered into this date, between "Contractor" and "Subcontractor."

### **ARTICLE II - WORK TO BE PERFORMED:**

Except as otherwise provided herein, Subcontractor shall furnish all labor, material, tools, equipment, supervision and other items and services necessary to properly prosecute and complete the work identified and described in the attached Scope of Work. Subcontractor shall perform the Work in a good and workmanlike manner strictly in accordance with the Contract Documents. The Work under this Subcontract will be started on the date established by the Contractor (as defined below) and shall be completed within the Project Schedule and as revised in Article V.

Subcontractor shall be bound by the terms of any Agreement between Owner and Contractor and all documents incorporated therein, including without limitation, the General and Special Conditions, and Subcontractor assumes towards the Contractor, with respect to the Subcontractor's Work, all obligations and responsibilities that the Contractor, by the agreement(s) between Owner and Contractor, has assumed towards the Owner.

**Do you accept Article I & II of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

### **ARTICLE III – SUBCONTRACT PRICE:**

Contractor shall pay to the Subcontractor, for the full and complete performance of the Work, the amount identified on page one herein (the "Subcontract Price"), in accordance with Article IV and, if applicable, Unit Price Payment Schedule.

The Subcontract Price shall not be adjusted unless (a) the Subcontractor Price is adjusted by written change order as a result of changed work as provided in Article VI hereof, or (b) the Subcontract Price is adjusted by change order issued by the Contractor, with or without consent of the Subcontractor, for backcharges and adjustments to the Subcontract Price or Schedule permitted under this Subcontract. The Subcontractor shall promptly give written notice of any claim for adjustment of the Subcontract Price within time limits provided in this Subcontract and within such time as to permit the Contractor to comply with the requirements of the Contract Documents.

**Do you accept Article III of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE IV – PAYMENT:

##### (A) APPLICATIONS FOR PAYMENT:

Each application for payment shall be submitted on AIA Form G702 ("Application for Payment") no later than the 25th day of the month. The Application for Payment shall be accompanied by: (1) AIA Form G703 ("Schedule of Values") listing in detail the portions of the Work completed since the date of the last Application for Payment and the date of current Application for Payment. (No projections of Work to be completed shall be included), (2) Sworn Statements and Waivers of Lien, by Subcontractor, in form required by the Michigan Construction Lien Act, (3) Sworn Statements, Waivers of Lien and Releases from Subcontractor's own Subcontractors and suppliers (hereinafter called "Sub Subcontractors"), (4) Certified Payroll information required by Contractor for the applicable pay period(s), (5) such additional information as the Contractor may reasonably require.

##### (B) PAYMENT:

Payment by the Owner to the Contractor on account of the Subcontractor's Work shall be an express condition precedent to payment to the Subcontractor. Subcontractor relies on the creditworthiness and paymentability of the Owner in entering into this Subcontract. Contractor shall have the right to withhold payment for: defective work not remedied; claims of the Contractor or Owner or any other entity arising out of or in any way connected with the Subcontractor's Work or any other breach of the Subcontract; delay in the prosecution of Subcontractor's Work; default(s) by Subcontractor on any other projects being performed for Contractor; failure of Subcontractor to pay its share (if any) of allocated clean-up costs or other shared costs; or failure to perform any other obligation under this Subcontract. No payment to Subcontractor by Contractor shall be construed to be an acceptance of any defective Work.

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

Subcontractor shall promptly pay its own Sub-Subcontractors, laborers and material suppliers and shall not permit any liens or claims to be filed or asserted against the Project, the Owner, the Contractor or the Sureties of the Contractor by anyone furnishing labor and/or materials to or through the Subcontractor with respect to the Project. Should any such lien or claim be asserted by a Sub-Subcontractor, laborer or supplier with respect to Subcontractor's Work, the Subcontractor at its cost shall bond-off, discharge or release such claim upon Contractor's demand.

The Contractor in its sole discretion may pay any of the Subcontractor's Sub-Subcontractors, laborers or suppliers directly and credit the amount of such payment to the Subcontract Price. Payment by the Contractor to any Sub-Subcontractor, laborer or supplier hereunder shall not relieve the Subcontractor of any obligations to the Contractor under this Subcontract.

Subcontractor shall be paid the amount due if pursuant to this agreement within twenty (20) days of providing the last of the information required under this Article IV and after payment is made by the Owner to the Contractor on account of Subcontractor's work. Payments will be paid to the Subcontractor for the value of the Application for Payment, as accepted by the Owner for the time period covered by the Application for Payment for which the payment is being made, less the percent of retainage specified in the Contract Documents or 10% whichever is greater.

##### (C) FINAL PAYMENT:

Final payment, consisting of the unpaid balance of the Subcontract Price, shall be made after the following occur: (a) full completion of the Work by Subcontractor, (b) final acceptance of the Work by Owner and Architect, (c) the furnishing of evidence satisfactory to Contractor that Subcontractor has paid in full all persons furnishing labor, material or services in connection with the Work, (d) the return of all drawings, plans and specifications to the Contractor, (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required by the Contractor or Contract Documents, (f) release of retention and payment by the Owner to the Contractor with respect to Subcontractor's Work.

Subcontractor shall submit a final Application for Payment to Contractor within ten (10) days of Contractor's request for such Application. The Subcontractor shall attach to its final Application all documentation required by the Contract Documents or requested by the Contractor to substantiate the Subcontractor's entitlement to final payment. In the event the Subcontractor fails to submit a final Application for Payment, the Contractor shall determine the amount of the unpaid balance of the Subcontract Price due and owing and Subcontractor shall be deemed to have waived any right to request final payment of a different amount.



**(D) OTHER RESPONSIBILITIES:**

Subcontractor specifically agrees:

1. To pay for all labor, materials, and equipment (including repairs thereof) and parts, fuel and taxes, ordered for or used in the Project by Subcontractor and to present, on demand, to the Contractor satisfactory evidence of such payment.
2. To be responsible for all unloading, moving, lifting, protection, securing and dispensing of its materials and equipment for the Project.
3. To warrant and guarantee the Work and materials covered by this Subcontract and to make good, at its expense, any defect in materials or workmanship, including the restoration of the work of any other subcontractors that has been affected and any consequential damages caused by such breach of warranty or guarantee.
4. To obtain and pay for all permits, licenses and official inspections made necessary by its Work and to comply with all laws, ordinances and regulations bearing on its Work and the execution thereof and to pay all taxes (however denominated) relating to its Work or operations.
5. To be fully and exclusively responsible for, and to pay when due, any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements or required by law, now or hereafter in force.

**Do you accept Article IV of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

**ARTICLE V – SPECIAL REQUIREMENTS:**

**(A) SCHEDULE:**

Time is of the essence of performance of the Work. Subcontractor agrees to commence its Work and to punctually and diligently perform all parts of the Work according to the Schedule, which shall be subject to change by Contractor as deemed necessary or convenient to the overall Project. A copy of the current Schedule, and any revisions thereto, will be supplied to Subcontractor.

In this connection, Subcontractor agrees to keep itself continually informed of the progress of the job and will upon its own initiative confer with Contractor so as to plan the Work in coordinated sequence with the work of other trades and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project.

Contractor shall have complete control of the Project and shall have the right to decide the time and order in which the various portions of the Work shall be installed or the priority of the Work of other subcontractors, and, in general, all matters respecting the timely and orderly conduct of the Work.

If the Subcontractor is not in default with respect to any of the provisions herein and Contractor, in order to expedite the final completion of the Project, or general or special work thereon, directs the Subcontractor to work overtime (or a second shift), it is agreed that the Subcontractor shall work said overtime or shift, and Contractor shall pay only the actual extra cost over the rate for regular time of said overtime. Time slips covering said overtime must be submitted to Contractor daily for signature. No overhead or profit will be paid to the Subcontractor for said overtime, unless such overhead and/or profit is otherwise allowed under the Contract Documents and paid to Contractor.

If the Subcontractor is behind in completing the Work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials or equipment on schedule, delays progress of the Work or if the different parts thereof are not commenced, performed, finished and delivered on time, Contractor shall have the right to direct the Subcontractor to furnish additional labor and expedite deliveries of material and equipment at Subcontractor's costs and expense. If such additional labor is not available, Contractor has the right to require Subcontractor, at the latter's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to complete the Work, or parts thereof, in accordance with the Schedule.

If Contractor incurs any costs, losses or damages associated with the Subcontractor's delay, or Subcontractor's failure to complete its work on time, whether or not liquidated damages are called for in the Contract Documents, the Subcontractor shall be required to reimburse Contractor for all costs, losses, and damages associated with such delay, and the Contractor shall be entitled to recover any damages, including but not limited to, any liquidated damages assessed against Contractor, any costs incurred by other trade contractors on the Project, overhead, profit, extended general conditions, actual attorney fees, etc., caused by the Subcontractor's delay, failure to complete its work on time or breach.

**(B) SHOP DRAWINGS, SUBMITTAL AND MATERIAL AND EQUIPMENT STATUS REPORTS:**

Subcontractor shall prepare and obtain approval, as required by the Contract Documents, of all shop drawings, details, vendors' cuts, samples and/or other submittals. Approval of such shop drawings, details, vendor' cuts, sample or other submittals shall not relieve Subcontractor if its obligations to perform its Work in strict accordance with Contract Documents, nor of its obligation to see to it that its Work properly fits and matches the work of other trades. In this regard, Subcontractor is required to inspect the preceding work of other trades, as it affects Subcontractor's Work, and to notify Contractor promptly of any problems with such Work. If Subcontractor fails to provide such notice to Contractor, and proceeds with its Work, Subcontractor shall be deemed to have waived any claim that such work is not in accordance with the Contract Documents or is not otherwise properly done.

Subcontractor will be required to submit all shop drawings and/or brochures for review within the dates indicated on the Schedule, or as required by the Contractor, so as not to delay the procurement of materials for the start of Subcontractor's Work. Also on a monthly basis, Subcontractor shall submit an all inclusive "Materials and Equipment Status Report" listing actual and honestly anticipated delivery dates relating to items of material and/or equipment to be furnished by Subcontractor.

**(C) RIGHT TO KNOW:**

Subcontractor shall comply with all requirements of the Michigan and Federal Right to Know Law. Without limiting the foregoing, Subcontractor shall: (1) provide the Contractor a copy of all Material Safety Data Sheets (MSDS) for each hazardous chemical it uses and have a copy of the same available for Subcontractor's and Contractor's employees; (2) provide required training of its employee; (3) submit a copy of written Hazardous Communications Program to the Contractor; and (4) properly label all containers of hazardous chemicals that are brought on the Project site or used in connection with the Work. Failure to comply with the foregoing shall be deemed a breach of this Subcontract.

**Do you accept Article V of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

**ARTICLE VI – CHANGES:**

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



The Subcontractor shall not be entitled to payment for additional work or work that deviates from the plans or specifications if such Work is performed without a prior written authorization from the Contractor.

Within seven (7) days of receipt of direction to perform changed work, and in any event within the time permitted by the Contract Documents for submissions of quotations to the Owner, Subcontractor shall submit to Contractor one original and one copy of its quotation proposing the increase or decrease in the Subcontract Price for the changed work. The quotation shall include a detailed breakdown setting forth differences in quantity and value of labor and materials involved and such additional cost information as may be requested by the Contractor. The Subcontractor's markup for overhead and profit shall be the percentages set forth in the Contract Documents or 10%, whichever is less.

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

Should Contractor elect to have changed work performed on a time and material basis in lieu of unit prices or a negotiated lump sum, and so notifies the Subcontractor in writing, the Subcontractor shall perform the changed work at Subcontractor's actual net cost plus the markup for overhead and profit set forth in the Contract Documents, with or without a guaranteed maximum total cost, as directed by the Contractor. All charges for time and materials shall be substantiated by invoices and time slips submitted by the Subcontractor to the Contractor for signature, on a daily basis. The time for completion of the Subcontractor's Work as set forth in the Schedule shall not be modified on account of changed work unless a request for such modification is included in the quotation submitted by the Subcontractor with respect to the changed work and is authorized by Change Order. If the time for completion of the Subcontractor's Work is extended, as provided herein, any additional costs to the Subcontractor resulting therefrom shall be waived unless set forth in the quotation submitted by the Subcontractor with respect to the changed work. Any additional costs to the Subcontractor resulting from extensions of the time for completion of the Subcontractor's work shall be limited to the amount received by the Contractor on account of Subcontractor's Work pursuant to the Contract Documents with respect to such extensions.

**Do you accept Article VI of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE VII – SUBLETTING – ASSIGNMENT:

No part of this Subcontract, nor any interest in monies due hereunder, may be assigned, sublet, subcontracted or transferred without the Contractor's prior written consent. Contractor has the right to disapprove any Sub-subcontractor or supplier. In addition, no sub-subcontractor, once approved by Contractor may be replaced without Contractor's prior written approval. The Subcontractor is responsible for all acts and omissions of its sub-subcontractors, assignees, or transferees or their employees.

**Do you accept Article VII of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE VIII – TERMINATION FOR CONVENIENCE:

Contractor shall have the right to terminate this Subcontract with or without cause, for the convenience of the Contractor. In the event of termination for the Contractor's convenience, Subcontractor shall be paid based on the percentage or quantity of the Work completed through the date of termination. In no event shall the Subcontractor be entitled to anticipated profits, consequential damages, or lost overhead for portions of the Work it did not complete. Payment shall be made in accordance with Article IV.

**Do you accept Article VIII of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE IX – DEFAULT:

The following shall be deemed Events of Default: If the Subcontractor (a) fails to supply labor, materials, equipment and/or supervision in sufficient time and quantity to meet the Contractor's Schedule as it may be modified; (b) causes stoppage or delay of, or interference with, the Project; (c) fails promptly to pay its sub-subcontractors, laborers, suppliers, material men and/or employees for the work on the Project; (d) fails to pay workers' compensation or other employee benefits, including sums due union fringe benefit funds, withholding or any other taxes; (e) fails to comply with the safety provisions of this Contract or with any safety order, regulation, or requirement of any government authority having jurisdiction of this project; (f) makes unauthorized changes in supervisory personnel; (g) fails in the performance or observance of any other of the provisions of this Subcontract; or (h) is insolvent, obtains an order for relief under Section 301 of the Bankruptcy Code, files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief for debtors, or seeks or consents to or acquiesces in the appointment of any trustee, receiver or liquidator of any of its assets or property, makes an assignment for the benefit of creditors, or makes an admission in writing of its inability to pay its debts as they become due. Upon the happening of an Event of Default, the Contractor, after giving the Subcontractor written (or oral, confirmed in writing) notice of such Event of Default and forty-eight hours within which to cure such Event of Default, shall have the right to exercise any one or more of the following remedies:

- A. Remedy the default by whatever means Contractor may deem reasonably necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof (including Contractor's overhead and profit) from any monies due or to become due to Subcontractor hereunder.
- B. After giving Subcontractor an additional forty-eight (48) hours' written (or oral, confirmed in writing) notice, terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and by itself or through others take possession of the Work, and all materials and equipment of Subcontractor relating to the Work, as well as sub-subcontracts, purchase orders or other agreements relating to the Work, all for the purpose of completing the Work.
- C. Recover from Subcontractor all costs incurred by Contractor to complete the Work plus a 10% mark-up for overhead and profit, and further recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Contractor by reason of, or as a result of, Subcontractor's default.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter available at law or in equity. After completion of the Work by the exercise of any one or more of the above remedies, Contractor shall pay Subcontractor any sums due it with respect to portions of the Work properly completed by Subcontractor, after deducting there from any balance due to Contractor pursuant to paragraphs A, B, or C above.

Subcontractor further agrees that its breach of any other agreement, contract or subcontract between the Contractor and Subcontractor pertaining to any other project or site shall be and constitute a material breach of this Subcontract. Subcontractor specifically agrees that, as a material matter of inducement and consideration for the award of this Contract, in the event of such breach of any other agreement, contract or subcontract, the Contractor shall be entitled to all its rights and remedies provided hereunder with respect to a breach of this contract.

In the event any termination of Subcontractor for cause under this Subcontract is later determined to have been improper, the termination shall be automatically converted to a termination for convenience under Article VIII, and the Subcontractor shall be limited in its recovery strictly to the compensation provided in Article VIII.

**Do you accept Article XI of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

**ARTICLE X – INDEMNITY AND RESPONSIBILITY:**

**(A) INDEMNIFICATION:**

To the fullest extent allowed by law, Subcontractor agrees to indemnify, defend and hold harmless the Contractor and Owner and their respective officers, employees, directors, agents, sureties and assigns (indemnitees) from any and all claims, suits, liabilities, costs and damages including, without limitation, costs of delay or interference with the Project or its progress, attorneys' fees or penalties, that arise out of or result from or are in any way connected with any work covered by this Agreement or the operations or acts of commission or omission of the Subcontractor or its sub-contractors, or subcontractor employees:

1. Alleged or actual infringement or violation of any patent, patent rights, trademarks or copyrights;
2. Bodily injury or death sustained by any person allegedly arising out of or in any way related to Subcontractor's Work or Subcontractor's operation (whether on the Project or otherwise);
3. Loss of or damage to person or property allegedly arising out of or in any way relating to Subcontractor's Work or Subcontractor's operations (whether on the Project or otherwise);
4. Any failure or alleged failure of Subcontractor or its sub-subcontractors, suppliers, or laborers, to pay in full for all labor and material supplied to the Project with respect to Subcontractor's Work;
5. Any other breach or alleged breach of Subcontractor's obligations under this Subcontract.
6. Any alleged violation of safety requirements or of personal injury...which arise out of or result from, or are in any way connected with any work covered by this Agreement or the operations or acts of commission or omission of the Subcontractor,...or its sub-contractors, or sub-contractors employees..., unless the injuries or damages are caused by the sole negligence of a party indemnified hereunder.

It is the expressed intent of the parties that Subcontractor's above referenced indemnity obligations shall include claims involving the partial or concurrent negligence of the Indemnitees or arises by or is imposed by law but shall not include the Indemnitees' sole negligence.

**(B) The Subcontractor's indemnity obligation shall include:**

1. Indemnity for all damages and judgment interest, all costs and fees, including all defense costs, expenses and reasonable attorney's fees, relating to or arising out of...cause of action or lawsuit requiring indemnity by the Subcontractor.
2. All expenses...incurred in securing indemnity from the Subcontractor, if the Subcontractor fails to or wrongfully refuse to fulfill any of the indemnity obligations specified and assumed under this Contract.
3. The obligations to indemnify Contractor for any liability imposed upon General Contractor to indemnify any and all entities, including but not limited to the Owner from any and all claims, demands...
4. The obligation to indemnify the Owner to the same extent and in the same manner as the Subcontractor is obligated to indemnify General Contractor.

**Do you accept Article X of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XI – DISPUTES:

Claims disputes and other matters in question arising out of or relating to Subcontract, may be decided by arbitration only at the request and/or demand of Contractor at its sole discretion. If elected by Contractor, such arbitration shall be administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be entered in any Court having jurisdiction thereof. The arbitration shall be conducted in Oakland County, Michigan.

In the event of any claim(s) between Subcontractor and Contractor involve the Owner, the Subcontractor shall be bound by all dispute resolution provisions contained in the Contract Documents and shall be obligated to proceed as provided thereunder if elected by the Contractor. Contractor shall be liable to subcontractor only to the extent that it receives funds from the Owner on Subcontractor's behalf.

The pendency of a dispute shall not interfere with the progress of the Work by Subcontractor nor limit the right of Contractor to proceed, in good faith, to remedy an alleged default by Subcontractor.

**Do you accept Article XI of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XII – SUBSTITUTIONS:

No Substitutions of any kind shall be permitted in connection with this Subcontract unless previously approved in writing by Contractor. Approval shall be with the understanding that all Work shall meet the requirements of the Subcontract and any such approval shall not relieve Subcontractor of its obligations under this Subcontract. Submitting shop drawings for non-specified materials shall not be considered approval for non-conforming work.

#### ARTICLE XIII CUTTING AND PATCHING:

Subcontractor shall be responsible for cutting, fitting or patching required to complete the Work or make parts fit.

#### ARTICLE XIV – CLEAN UP:

Subcontractor shall clean up on a daily basis and remove all rubbish and debris caused by its operations and those of its sub-subcontractors, suppliers and employees. Unless otherwise provided in the Contract Documents, removal of rubbish and debris caused by the Subcontractor's Work shall be done by the Subcontractor whenever required by the Contractor. If such removal is not done by the Subcontractor as directed, the Contractor may do so at the Subcontractor's expense. Labor backcharge to be billed at a rate of \$100.00 per hour plus materials.

#### ARTICLE XV – WARRANTY:

Subcontractor guarantees that the Work shall be free from defects and shall conform to and meet the requirements of the Contract Documents and applicable code requirements and shall furnish any separate guarantee for the Work or portions thereof required in the Contract Documents. Subcontractor shall repair or replace, to the satisfaction of the Owner, any portion or portions of the Work which prove defective within two (2) year (or such longer period as may be specified in the Contract Documents) from the date of acceptance by the Owner.

**Do you accept Article XII, XIII, XIV, AND XV of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:



#### ARTICLE XVI – SAFETY:

Subcontractor shall carry on its work in a safe manner, in accordance with all rules and regulations for the protection of persons and property at the site, and Subcontractor shall abide by all applicable Federal, state and local laws, ordinances, regulations, standards and rules having reference to safety, including but not limited to, compliance with all OSHA and MIOSHA safety laws.

Subcontractor is solely responsible for the protection and safety of its employees and those of its sub-subcontractors and suppliers and or the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its employees on safety. Subcontractors must adhere to Ronnisch Construction Group Safety Policy. Subcontractor/s may be subject to back-charge of a processing fee in the event that subcontractor's unsafe actions or equipment cause the Ronnisch Construction Group superintendent to issue a Safety Hazard Notification. Also, should a subcontractor's unsafe acts or equipment cause lost time or delays to either their own work or the work of other subcontractors, said subcontractor shall be held responsible for all costs associated with the lost time or delay. Subcontractors may also be held responsible for costs associated with MIOSHA Controlling Contractor Citations issued to the Ronnisch Construction Group, should it be determined that the citation was issued as a direct result of a subcontractor's actions or equipment violations.

**Do you accept Article XVI of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XVII – EQUAL EMPLOYMENT OPPORTUNITY:

Contractor is committed to nondiscrimination in employment. Accordingly, Subcontractor covenants that no person who applies to it for a job and no employee of Subcontractor will be discriminated against because of race, color, religion, sex, age, sexual preference, physical impairment or national origin. Subcontractor covenants that all qualified applicants are welcome to apply for jobs with Subcontractor. These provisions are a part of this Subcontract and Subcontractor agrees that it will comply fully and completely therewith. Periodic inspections, reviews and reports may be required of Subcontractor by Contractor to insure Subcontractor's compliance with the Equal Employment Opportunity provisions of this Agreement.

**Do you accept Article XVII of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XVIII – INSURANCE:

Subcontractor shall procure and maintain, at Subcontractor's expense, public liability and property damage insurance for protection of the Owner, Contractor and Subcontractor from claims for damages for personal injuries, including death, as well as property damage in any way arising out of or connected with the Subcontractor's breach of, or performance under, this Subcontract as follows:

(A) Worker's Compensation:

Coverage A: As required by the laws of the State of Michigan:

- \$500,000 - Each Accident
- \$500,000 - Policy Limit
- \$500,000 - Each Employee



(B) Commercial General Liability: Covering Premises/Operations, Independent Contractors, Personal Injury and Advertising Injury, Blanket Contractual Liability, Explosive Collapse Underground, Completed Operations Coverage and Broad Form Property Damage including completed operations, in the following minimum limits, or such higher limits as Contractor may specify:

- Bodily Injury \$1,000,000 - Each Occurrence
- Property Damage \$1,000,000 - Personal & Advertising Injury
- \$2,000,000 - Products & Completed Operations Aggregate
- \$1,000,000 - General Aggregate

Contractually Assumed Liability: Specifically covering Subcontractor for liability loss, cost and damages, including attorneys' fees, assumed by Subcontractor under the provisions of this Subcontract. The Subcontractor shall name the Owner and Contractor, Ronnisch Construction Group, as additional insureds. Additional insured coverage shall extend to the Subcontractor's ongoing and products/completed operations and additional insured coverage shall be maintained on a primary and noncontributory basis. Subcontractor to maintain their Completed Operations insurance in place for a period of no less than 6 years after project completion (this will meet MI Statute of Repose). AND Insurance clause stipulate that the subcontractor insurance be provided by a carrier with a minimum AM Best rating of A- or better.

(B) Commercial General Liability: Covering Premises/Operations, Independent Contractors, Personal Injury and Advertising Injury, Blanket Contractual Liability, Explosive Collapse Underground, Completed Operations Coverage and Broad Form Property Damage including completed operations, in the following minimum limits, or such higher limits as Contractor may specify:

- Bodily Injury \$1,000,000 - Each Occurrence
- Property Damage \$1,000,000 - Personal & Advertising Injury
- \$2,000,000 - Products & Completed Operations Aggregate
- \$1,000,000 - General Aggregate

Contractually Assumed Liability: Specifically covering Subcontractor for liability loss, cost and damages, including attorneys' fees, assumed by Subcontractor under the provisions of this Subcontract. The Subcontractor shall name the Owner and Contractor, Ronnisch Construction Group, as additional insureds. Additional insured coverage shall extend to the Subcontractor's ongoing and products/completed operations and additional insured coverage shall be maintained on a primary and noncontributory basis. Subcontractor to maintain their Completed Operations insurance in place for a period of no less than 6 years after project completion (this will meet MI Statute of Repose). AND Insurance clause stipulate that the subcontractor insurance be provided by a carrier with a minimum AM Best rating of A- or better.

\* Limits may be reached by any combination of primary and excess coverage

(E) Contractors Liability: If environmental services are provided by this subcontractor, Subcontractor shall procure and furnish Pollution Liability with an insurance carrier acceptable to the Contractor. The Pollution Liability shall include coverage for job site, temporary storage locations utilized for this contract and any transportation of materials or equipment to and from the designated job site. Limits shall not be less than \$1,000,000.00 for any one occurrence and \$1,000,000.00 in aggregate. This policy shall be implemented on an occurrence basis.

(F) Errors and Omissions / Professional Liability Policy: If subcontractor and / or consultant performs design and/or engineering work it shall be covered by the following minimum limits:

- \$1,000,000.00 Each Occurrence
- \$1,000,000.00 General Aggregate

(G) The Subcontractor shall have its own insurance company name the Contractor and the Owner and any additional parties required by contract as Additional Insured(s) with the following clause added:

"The insurance afforded to the Additional Insured is Primary and Non-contributory Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Ronnisch Construction Group shall be named additional insured on a primary and non-contributory basis. Additional Insured endorsement (ISO form CG2010 (1985 edition) or its equivalent) shall be supplied with each certificate.

(H) Inland Marine Policy: Subcontractor is responsible to provide their own Inland Marine Policy for tools, equipment, and materials, not installed. Subcontractor to provide a waiver of subrogation against contractor and owner for property damage or claims covered by this policy.

Subcontractor's policies must meet the limits and requirements as set forth by this agreement. In addition, if applicable, subcontractors must confirm their insurance policies do not contain limitations or exclusions for residential work or work above 3 stories.

Before Subcontractor does any work at or prepares to deliver material for the Project, Subcontractor shall provide acceptable Certificate(s) of Insurance evidencing coverage amounts and types not less than the greater amount required by the Contract Documents or as indicated above (whichever is greater): Each of the above-required Certificates shall provide the coverage therein afforded shall not be canceled or reduced except by written notice to Contractor, given at least 30 days prior to the effective date of such cancellation or reduction. All coverage must be written on an occurrence basis. All coverage to have a maximum deductible of \$25,000.00 or less.

In the event the coverage evidenced by any such Certificate is canceled or reduced, Subcontractor shall procure and furnish to Contractor before the effective date of such cancellation, new Certificates conforming to the above requirements. Contractor to have right to Terminate Subcontractor if renewal is not completed.

**Do you accept Article XVIII of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XIX - WAIVER OF SUBROGATION:

With respect to any of the perils for which it has agreed to provide insurance, Subcontractor shall look solely to such insurance for recovery. Subcontractor hereby grants to Contractor a waiver of any right to recover against Contractor by way of subrogation which any insurer of Subcontractor might otherwise have by virtue of payment of any loss under any such insurance.

#### ARTICLE XX – SURETY BONDS:

If requested by Contractor, Subcontractor shall obtain, maintain and furnish to the Contractor a corporate surety bond during the life of this Subcontract, with a surety acceptable to the Contractor, in an amount equal to the Subcontract sum as security for the faithful performance of this Subcontract and for the payment of all persons performing labor and furnishing materials in connection with the Work.

**Do you accept Article XIX & XX of our Terms and Conditions? Yes or No** \_\_\_\_\_

If no, please explain below:

#### ARTICLE XXI – TAXES AND CONTRIBUTIONS:

The subcontractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless Contractor and the Owner from and against the payment of:

A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/ or Municipal Tax Withholding Act, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed, engaged in the work to be performed and furnished under this agreement.

B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Subcontractor or any of its contractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, ownership, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work.

C) All pension, welfare, vacation, annuity and other union benefit contributions payable under or in connection with respect to all persons; by whomsoever employed, engaged in the Work to be performed and furnished under this Agreement.

**Do you accept Article XXI of our Terms and Conditions? Yes or No**

If no, please explain below:

**ARTICLE XXII – GENERAL:**

This Agreement shall be governed by the law of the State of Michigan.

Any provision of this Subcontract which shall be declared invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

This Subcontract contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Subcontract, and no other agreements, proposals, letters of intents or understandings shall be effective for any purpose. No provision of this Subcontract may be amended or added to except by an agreement in writing signed by an officer of each party.

The Subcontractor represents and agrees that it has carefully examined and understands this and the other Contract Documents, has investigated the nature, locality and site of the Work, and that it enters into this Subcontract on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of Contractor or of the Owner or of any of their respective officers, agents, servants or employees. Subcontractor further represents that it has the expertise, capability, equipment and capital required to perform all of its obligations under this Subcontract.

No waiver by Contractor of any provision of this Subcontract shall be deemed to be a waiver of any other provision hereof or waiver of any subsequent breach by Subcontractor of the same or any other provision. Officers and Project Managers are the only authorized persons to sign contracts and change orders on behalf of Ronnisch Construction Group.

This project will utilize Procore's ([www.procore.com](http://www.procore.com)) project management and collaboration system for all project documentation. Applicable team members of this Subcontractor will be invited to, and are required to create a Procore username (email) and password if they do not already have one. This Subcontractor will be expected to obtain drawings, sketches, RFIs, meeting minutes, coordination drawings, change information, etc. via this application. Contractor. It will be the responsibility of this Subcontractor to regularly check and review updated documents as they are added. Applicable team members of this Subcontractor are required to complete a free, one-hour subcontractor training certification course located at <http://learn.procore.com/procore-certification-subcontractor> within (2) two weeks following contract execution. There will be no cost to this Subcontractor for use of Procore.

It is recommended that this Subcontractor provide mobile iOS or Android devices with the Procore App installed to at least one individual on-site to provide real-time access to current posted drawings, specifications, RFIs, submittals, project documents, as well as any deficient observations or punch list items. Providing mobile access will improve communication, efficiency, and productivity for all parties.

**Do you accept Article XXII of our Terms and Conditions? Yes or No**

If no, please explain below:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_