

CONTRACT

This Contract made as of this XX<sup>th</sup> day of XXX 2016 by and between **ESI Constructors, 950 Walnut Ridge Drive, Hartland, WI 53029** (“Design Builder”) and **XXXXXXX.**, (“Contractor”).

Builder and Contractor, in consideration of the covenants set forth hereinbelow, agree as follows:

1. DEFINITIONS

As used in this Contract, each of the terms set forth hereinbelow shall have the respective meaning indicated opposite each such term.

“Owner”

“Project” All of the work required to be performed at the Project Site pursuant to the contract entered into between Owner and Design Builder, including without limitation the Work.

“Project Site”

“Contract Amount” \$  
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“Completion Date”

“Bonds” Not Required.

“Architect/Engineer” ESI Design Services, Inc.  
950 Walnut Ridge Drive  
Hartland, WI 53029

“Drawings” The drawings listed in Schedule A and any amendments to and interpretations of any of such drawings as may hereafter be issued by Design Builder.

“Specifications” The specifications listed in Schedule A and any amendments to and interpretations of such specifications as may hereafter be issued by Design Builder.

“Work” The work specified in Schedule A including all labor, services, supervision, scaffolding, tools and equipment necessary to fully perform

and complete the construction required by this Contract and including all materials and supplies incorporated or to be incorporated in such construction.

“Prime Contract” The contract entered into between Owner and Design Builder relating to the Project.

## 2. PERFORMANCE OF WORK

Contractor shall furnish and pay for all necessary labor, materials, services, supervision, scaffolding, tools, equipment and other things necessary to fully perform and complete the Work, in cooperation with others employed by, through and/or under Design Builder, in a good and workmanlike manner satisfactory to Design Builder, Architect/Engineer and Owner.

Contractor shall diligently prosecute the Work so as to fully complete the Work no later than the Completion Date. Time is of the essence of this Contract, and Contractor acknowledges that Design Builder and Owner will suffer losses on account of the failure of Contractor to fully complete the Work in a timely fashion in accordance with this Contract. Before proceeding with the Work, Contractor shall verify all dimensions set forth in the Drawings and Specifications, shall report to Design Builder and Architect/Engineer any errors or inconsistencies in the Drawings and Specifications and shall request in writing any clarifications of the Drawings and Specifications deemed necessary by Contractor. Contractor shall perform the Work in accordance with the Drawings and Specifications and shall take all reasonable safety precautions with respect to the Work. Further, Contractor in performing the Work shall comply with any safety regulations reasonably issued by Design Builder and/or Owner and shall take all necessary precautions to protect the work of others and the property of Owner from damage caused by the operations of Contractor. Contractor shall promptly submit shop drawings and samples as required by Design Builder, Architect/Engineer and Owner so as to perform the Work expeditiously and in a manner that will not cause delay in the progress of the Project.

Contractor warrants that Contractor has visited the Project Site, has carefully examined the Drawings and Specifications and is familiar with the general and local conditions under which the Work is to be performed, and Contractor acknowledges and represents to Design Builder that the Drawings and Specifications are adequate and suitable to permit Contractor to fully complete the Work in a timely fashion and for the Contract Amount, all in accordance with this Contract.

Contractor shall comply with and implement the provisions of any applicable laws relating to the presence or use of hazardous materials or substances on or about the Project Site. Before using on or about the Project Site any substance or material deemed under any applicable law to be a hazardous substance or material, Contractor shall furnish Design Builder with a copy of the safety data sheet (SDS) for such material or substance and shall file a copy of such safety data sheet (SDS) along with all other required information to any and all governmental agencies having jurisdiction over the presence of or use of such material or substance at the Project Site.

In the event that there exists a reasonable indication in the judgment of Design Builder that Contractor will not be able to complete the Work by the Completion Date, Design Builder may, upon three (3) days' written notice to Contractor and without prejudice to any other remedy Design Builder may have, order Contractor to prosecute the Work on an overtime basis, and, in

such event, Contractor shall, at the sole expense of Contractor, promptly commence and continue to perform the Work on such basis to the extent necessary to cause the Work to be fully completed in a timely fashion in accordance with this Contract.

### 3. PAYMENT

Contractor shall be paid within thirty (30) days after the last day of each calendar month a portion of the Contract Amount equal to 90% of the value of the Work performed and completed at the Project Site by Contractor during such month, provided that an application for payment for such work is delivered to Design Builder on or before the twenty fifth (25th) day of the calendar month during which the Work covered by such application for Payment was performed, and projected thru the end of the month, and provided further that the unpaid balance of the Contract Amount shall at all times be sufficient in the judgment of Design Builder to complete the Work and to pay any unpaid claims for which Contractor may be liable hereunder. Upon payment by the Design Builder, Contractor shall pay its lower-tier subcontractors and material suppliers the amounts to which they are entitled within 7 business days. For projects utilizing Textura Construction Payment Management (“TCPM”) all applications for payment shall be in electronic format and shall be submitted to Design Builder using TCPM proscribed by Design Builder. Included in any application for payment submitted hereunder shall be a condition precedent to the obligations hereunder of Design Builder to make any payment to Contractor that all applications for payment, waivers of lien, certificates of insurance, Bonds and other documents that required to be furnished by Contractor have been appropriately submitted hereunder to Design Builder in accordance with this Contract. All applications for payment, waivers of lien, certificates of insurance, Bonds and other documents required to be submitted hereunder by Contractor shall be in form and substance satisfactory to Design Builder, it being specifically understood and agreed that the standard forms of such documents as published by Design Builder, which such standard forms are annexed hereto and made a part hereof by reference, shall be utilized by Contractor unless Design Builder shall expressly advise Contractor to the contrary in writing. Final payment shall be made within fifty (50) days after the Project is fully completed and accepted provided that an application for final payment is delivered to Design Builder within five (5) days after the Project is fully completed and provided further that there do not exist any unpaid claims for which Contractor may be liable hereunder. Notwithstanding anything to the contrary set forth herein, no payment shall be due hereunder to Contractor on account of any application for payment submitted hereunder unless Design Builder has received payment from Owner for the Work of Contractor included in such application for payment and unless Contractor shall have submitted to Design Builder satisfactory evidence of the payment by Contractor of all indebtedness incurred by Contractor for all Work included in all applications for payment previously paid hereunder, it being specifically understood and agreed that Contractor is relying upon the credit and payment ability of Owner, and not Design Builder. Design Builder may cause the proceeds of any payment payable hereunder to Contractor to be applied directly to the payment of any indebtedness owed to any party retained by, through or under Contractor in connection with the Work provided that Contractor has failed to cause such party to be paid, or there is reasonable evidence that Contractor will not cause such party to be paid, for any Work promptly after Contractor has received payment hereunder on account of such Work. The submission by Contractor of an application for payment hereunder shall constitute a representation by Contractor that no part of the Work included in such application for payment is affected by any lien, title retention agreement or security instrument made either by Contractor or by any party retained by, through or under Contractor in connection with the

Work. The breach by Contractor of any warranty, representation, covenant or other provision set forth in any applications for payment, waivers of lien, certificates of insurance, Bonds or other documents submitted hereunder by Contractor shall be considered to be a breach by Contractor of the provisions of this Contract.

4. LIENS

Contractor shall pay when due all claims for which a lien may be filed either against the real estate of Owner or against payments due from Owner to Design Builder. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate of Owner or against payments due from Owner to Design Builder shall be filed in connection with the Work either by Contractor or by any party retained by, through or under Contractor in connection with the Work. If and to the extent that any liens shall be filed in connection with the Work by any party retained by, through or under Contractor, Contractor shall, within seven (7) days after the filing of such liens, cause such liens to be discharged or otherwise satisfied. No payment on account of any application for payment submitted hereunder shall be due unless Contractor has delivered to Design Builder a complete release of all liens arising out of the Work included in such application for payment.

5. PERMITS AND REGULATIONS

Contractor shall give all notices required under, and shall comply with, all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work and shall notify Design Builder if any of the Drawings or Specifications are at variance therewith. Contractor shall pay all sales, consumer, use and other similar taxes on materials and equipment supplied under or used in connection with this Contract and shall secure and pay for all governmental permits, approvals and licenses necessary for the execution of the Work.

6. CHANGES IN WORK

Builder may at any time order a change in the Work by issuing a written change order, and any increases or decreases in the Contract Amount on account of any change in the Work and/or on account of any additional or extra work shall, at the option of Design Builder, be a lump sum agreed upon between Design Builder and Contractor, a lump sum determined using unit prices stated in this Contract or (i) for deleted work, the estimated value of the labor, materials and equipment deleted from the Work or (ii) for additional or extra work, 110% of the actual cost to Contractor of the labor, materials or equipment necessary to perform the additional or extra work. If Design Builder is not satisfied with the price quoted by Contractor with respect to any additional or extra work, Design Builder may engage another party to perform such additional or extra work and, in such event, Contractor shall cooperate fully with any such other party. The Contract Amount shall not be increased on account of any additional or extra work or on account of any change in the Work unless such additional or extra work or such change in the Work has been authorized in writing by Design Builder. If Contractor claims that the Contract Amount should be increased as a result of any event or circumstance, including without limitation any instructions provided by Design Builder and/or any act or omission of Design Builder, Contractor shall notify Design Builder in writing of such claim within two (2) days after the first occurrence of any such event or circumstance and shall, after the first occurrence of any such event or circumstance, deliver to Design Builder on each day that additional or extra work is

allegedly performed by Contractor a brief written report describing the quantity and character of any additional or extra work allegedly performed by Contractor on such day. No claim by Contractor that the Contract Amount should be increased and no claim by Contractor for any additional or extra work allegedly performed shall be valid unless Contractor has notified Design Builder in writing and has on a daily basis delivered to Design Builder brief written reports as specifically required hereinabove. If unit prices are stated in this Contract, such prices are made a part of this Contract only for the purpose of permitting Design Builder, at the option of Design Builder, to use such prices to determine an increase or decrease in the Contract Amount on account of any change in the Work and/or on account of any additional or extra work.

7. RESPONSIBILITIES OF CONTRACTOR

Insofar as the terms of the Prime Contract and/or the obligations and responsibilities which Design Builder by the Prime Contract has assumed toward Owner are applicable to the Work, Contractor assumes toward Design Builder all of the obligations and responsibilities which Design Builder by the Prime Contract has assumed toward Owner and shall be bound to Design Builder not only by the terms of this Contract but also by the terms of the Prime Contract. To the extent that any arbitration proceeding or legal action between Owner and Design Builder involves any act or omission of Contractor or any Work required to be performed hereunder by Contractor, Contractor shall, if requested by Design Builder, join in such arbitration proceeding or legal action as a party, it being specifically understood and agreed that Contractor expressly consents to the jurisdiction and venue of, and agrees to be bound by any decision rendered in connection with, any such arbitration proceeding or legal action. Where any provision of the Prime Contract is inconsistent with a provision of this Contract, this Contract shall govern.

8. CORRECTION OF WORK

Contractor warrants that all materials and equipment incorporated in the Work shall be new and that all Work shall be of good quality, free from faults and defects and in conformance with the requirements of this Contract. Contractor shall, if required by Design Builder, provide Design Builder with satisfactory evidence as to the kind and quality of materials incorporated into the Work. Design Builder shall have the right to inspect the Work and to reject portions of the Work not in accordance with the requirements of this Contract, and Contractor shall promptly replace rejected portions of the Work in a manner satisfactory to Design Builder. Further, upon receipt of written notice from Design Builder, Contractor shall promptly repair and make good in a manner satisfactory to Design Builder any defect that may appear in the Work within one year after substantial completion of the Project or within such longer period as is expressly required by the Drawings or Specifications with respect to any specific aspect of the Work. Contractor shall, on or before the Completion Date, deliver to Design Builder any and all warranties or guarantees required hereunder to be provided in connection with the Work, it being specifically understood and agreed that the Work shall not be considered to be complete unless and until all of the Work is in compliance with the terms of such warranties and guarantees and such warranties and guarantees are in effect unconditionally.

9. INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law and to the extent that any such claims, losses, liabilities or expenses are caused in whole or part by any act or omission of Contractor,

anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether any such claims, losses, liabilities or expenses are caused in part by a party indemnified hereunder, indemnify and hold harmless Architect/Engineer, Design Builder and Owner and the agents and employees of Architect/Engineer, Design Builder and Owner from and against any and all claims, losses, liabilities and expenses, including attorneys' fees, arising out of or in any manner caused by, connected with or resulting from the performance of this Contract and/or the Work.

#### 10. INSURANCE AND BONDS

Contractor shall secure, purchase, and maintain at a minimum the insurance coverage(s) set forth below. All coverage(s) required herein shall be provided by a company (or companies) lawfully authorized to do business in the jurisdiction in which the project is located. Each company providing insurance shall have a rating of A-/VII or better in the most recent version of Best's Key Rating Insurance Guide.

It is the obligation of the Contractor to provide insurance that complies with all of the requirements of the contract documents. The Contractor's agreement to provide insurance is a material part of the Contractor's obligations under the contract documents. The parties intend that the Contractor shall provide the required insurance and that such insurance shall protect the interests of Owner and Design Builder notwithstanding any assertion or determination that any indemnity provision of the contract documents is void or unenforceable. The obligations of the Contractor under the contract documents with respect to insurance shall not be waived by Owner's or Design Builder's failure to request evidence of insurance – or to enforce any of the other provisions of the contract documents respecting insurance – or by Owner's or Design Builder's failure to respond to or object to any submission by the Contractor respecting insurance. The Contractor shall be liable to Owner and Design Builder for all damages incurred by Owner and Design Builder as a result of the Contractor's failure to carry the required insurance. Owner and Design Builder do not represent that the listed limits and coverages are adequate to protect the Contractor's interests – and assume no responsibility therefor.

Each Contractor shall at a minimum provide:

- (A) Commercial General Liability insurance written on an occurrence basis (with limits of liability as set forth in ATTACHMENT INS-1) on a standard ISO CG 00 01 (10 01) policy form (or an equivalent form), with coverage including, but not limited to, Premises and Operations Liability, Elevator Liability (if applicable), Products and Completed Operations Liability (which shall be maintained for two (2) years after Final Completion or through the applicable statute of repose, whichever is longer), Contractual Liability including the indemnity obligations assumed by the Contractor under the contract documents, Independent Contractor Liability, Broad Form Property Damage (including completed operations), Explosion, Collapse and Underground, and Personal Injury and Advertising Liability. The Commercial General Liability policy shall be endorsed with a per project general aggregate limit written on an ISO Form CG 25 03 or its equivalent; and
- (B) Worker's Compensation and Employer's Liability insurance as required by any applicable law or regulation (with limits of liability not less than those set forth in ATTACHMENT INS-1); and

- (C) Commercial Automobile Liability insurance (with limits of liability as set forth in ATTACHMENT INS-1) written on a standard ISO business or commercial auto form (or an equivalent form) providing for liability arising out of owned, non-owned, and hired vehicles; and
- (D) Commercial Umbrella Policy (with limits of liability as set forth in ATTACHMENT INS-1).

Commercial General Liability, Workers Compensation and Employer's Liability, Commercial Automobile Liability, and Commercial Umbrella insurance may each be arranged under a single policy for the full limits required – or by a combination of underlying policies with the balance provided by an Umbrella Liability policy.

Certain Contractors are required to provide Professional Liability and Pollution Liability coverage per ATTACHMENT INS-1. Such insurance shall be primary to any insurance maintained by Owner or Design Builder.

The Commercial General Liability and Commercial Automobile Liability policies shall include an endorsement in a form acceptable to Design Builder whereby Owner, Design Builder and their respective subsidiaries are named as additional insureds for liability arising out of or related to the work and all operations performed for Owner, Design Builder and or any of their subsidiaries by or on behalf of the Contractor – including Completed Operations coverage. At the direction of Owner and Design Builder, other indemnified parties shall also be included as additional insureds. The Contractor's insurance shall also include an endorsement providing that there shall be severability of interests with respect to the additional insureds – and that all of the coverage afforded to Owner and Design Builder (as well as additional insureds) through the Contractor's insurance shall be primary and not contributory to any coverage available to Owner and Design Builder under any other insurance held by Owner and Design Builder. The required insurance policies shall also contain a waiver of subrogation in favor of Owner and Design Builder.

The Commercial General Liability insurance policy shall be endorsed in favor of all additional insureds on an ISO CG 2010 (11 85) endorsement form or both ISO CG 2010 (10 01) and CG 2037 (10 01) endorsement forms – or endorsements that provide equivalent coverage.

The Commercial Automobile Liability insurance policy shall be endorsed in favor of all additional insureds on an ISO CA 20 48 endorsement form or its equivalent.

The Commercial Umbrella Policy shall be excess of the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies listed above. Excess/Umbrella Liability Policy follows form.

These policies shall contain a provision that coverage will not be canceled, allowed to expire, reduced or materially altered until at least thirty (30) days prior written notice has been given to both Owner and Design Builder.

Certificates of Insurance showing required coverage and all material endorsements in force shall be delivered to Owner and Design Builder prior to the commencement of the work – and again

upon the annual renewal dates of the policies as long as they are required to be kept in force. These certificates of insurance and applicable insurance policies shall comply with the insurance requirements of the contract documents, but shall at a minimum include the following statement (or one that is substantially similar):

“Owner and Design Builder are primary and non-contributory Additional Insureds on the CGL policy (including the CGL’s completed operations and third party over coverage) and Auto Liability policies. Also the CGL, Auto Liability, Employer’s Liability and Umbrella Policy (if required to obtain specified limits) contain a Waiver of Subrogation provision/endorsement in favor of Owner and Design Builder.”

By requiring insurance herein, Design Builder does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Design Builder and Owner in this Agreement.

#### 11. INSPECTION OF WORK

Owner, Architect/Engineer and Design Builder shall at all times have access to the Work wherever it is in preparation or progress.

If any Work required to be inspected by Architect/Engineer, Design Builder, or Owner or by a public authority should be covered up without consent or approval of Design Builder, it must, if required by Design Builder, be uncovered for examination at the expense of Contractor,. Re-examination of any Work may be ordered by Design Builder and if so ordered, the Work must promptly be uncovered by Contractor. If such Work is found to be in accordance with the Drawings and Specifications, Design Builder shall pay the cost of re-examination and replacement. If such Work is found not to be in accordance with the Drawings and Specifications, Contractor shall pay such cost, unless Contractor shall clearly show that the failure of such Work to be in accordance with the Drawings and Specifications was not caused by Contractor or any party retained by, through or under Contractor in connection with the Work in which case Design Builder shall pay such cost.

#### 12. COOPERATION AND LABOR POLICY

Contractor shall not employ any labor which shall interfere either with the execution of any work at the Project Site or with labor harmony at the Project Site. Contractor and all parties retained by, through and under Contractor to perform Work at the Project Site shall adhere to union standards and shall maintain union equivalent wages, hours and working conditions. Contractor shall properly connect and coordinate the Work with the work of other parties employed by through or under Design Builder. Contractor shall not, in performing this Contract, discriminate against any party because of race, creed, color, religion, sex or national origin.

#### 13. WASTE REMOVAL

Contractor shall at all times keep the Project Site free from, and shall promptly cause to be removed from the Project Site, any accumulation of waste material and debris arising out of the



operations of Contractor or any party retained by, through or under Contractor. If the Contractor fails to immediately comply with cleanup duties within twenty-four (24) hours after written notification from the Design Builder, the Design Builder may implement such cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due to the Contractor. Upon completion of the Work, Contractor shall remove from the Project Site all tools, scaffolding and excess materials brought to the Project Site by Contractor or any party retained by, through or under Contractor in connection with the Work.

#### 14. FORCE MAJEURE

If Contractor is delayed in the performance of the Work by any act, neglect or fault of Design Builder or Owner or by any damage caused to the Project by fire, lightning, earthquake, cyclone or other circumstance completely beyond the control of Contractor, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any such circumstance. Contractor shall not be entitled to an extension of time for any such delay unless Contractor gives Design Builder written notice of such delay within five (5) days after the commencement of such delay, it being specifically understood and agreed that an extension of time shall be the sole remedy of Contractor for any such delay other than a delay caused by the willful act or omission of Design Builder or a delay for which Design Builder is compensated by insurance or otherwise.

#### 15. REMEDIES OF BUILDER

If Contractor fails to perform the Work diligently and properly and in accordance with this Contract, Design Builder may, upon three (3) days written notice to Contractor and without prejudice to any other remedy Design Builder may have, make good such deficiency of Contractor and deduct one hundred fifteen percent of the cost thereof from any payments then or thereafter due Contractor hereunder. Further, if Contractor fails to perform the Work diligently and properly in accordance with this Contract or fails to perform any provision set forth in this Contract, Design Builder may, upon three (3) days written notice to Contractor and without prejudice to any other remedy Design Builder may have, stop the performance of the Work by Contractor, take possession of all materials, equipment, tools and machinery at the Project Site owned or possessed by Contractor and finish the Work by whatever method Design Builder may deem expedient.

In the event that Design Builder so stops the performance of the Work by Contractor, no further payment shall be made hereunder to Contractor until the Work has been fully completed and accepted by Owner, and, if the unpaid balance of the Contract Amount shall exceed the expense of completing the Work, such excess shall then be paid to Contractor and, if such expense shall exceed such unpaid balance, Contractor shall, as and when such excess is incurred, promptly pay such excess to Design Builder.

In addition to the right of Design Builder to stop the performance of the Work by Contractor for cause as set forth hereinabove, Design Builder may, upon three (3) days written notice to Contractor, terminate this Contract without cause. In the event that Design Builder terminates this Contract as set forth herein without cause, Design Builder shall promptly pay to Contractor a reasonable portion of the Contract Amount, less the aggregate of all payments made hereunder by Design Builder, on account of the Work performed prior to the date of such termination, and

Contractor shall sell, assign, transfer and otherwise set over unto Design Builder any and all materials, equipment, supplies, drawings, contractual rights and other property acquired and/or produced by Contractor in connection with the Work.

16. SUBLETTING AND ASSIGNMENT

Contractor shall neither assign this Contract nor contract all or any portion of the Work without prior written consent of Design Builder. Further, Contractor shall not assign any amounts due or about to become due hereunder without the prior written consent of Design Builder.

17. APPLICABLE LAW

The terms and conditions of this Contract shall be construed in accordance with the laws of the state in which the Project is located. Subject to the obligation of Contractor to join in any arbitration proceeding or legal action between Owner and Design Builder as set forth hereinabove, any dispute between Design Builder and Contractor arising out of or relating to this Contract or the Work shall be resolved by litigation commenced in a court of competent jurisdiction in the state in which the Project is located, if such litigation is initiated in or within six months after the Project is fully completed, and in the state or federal courts of the State Of Wisconsin, if such litigation is initiated after such period, it being specifically understood and agreed that Design Builder and Contractor expressly consent to the jurisdiction and venue of such courts. Contractor shall continue to proceed with the Work and shall maintain the progress of the Work during any arbitration proceeding or legal action arising out of this Contract unless Design Builder and Contractor shall mutually agree otherwise in writing.

18. CONTRACT DOCUMENTS

The documents which constitute and form this Contract consist of the Contract, Schedule A and the standard form of the applications for payment, certificates of insurance, Bonds and other documents published by Design Builder and required to be submitted hereunder by Contractor. The Drawings and Specifications shall, by reference, be deemed to be annexed to and made a part of Schedule A. All rights and obligations under this Contract shall inure to and be binding upon Design Builder and Contractor and the respective successors and assigns of Design Builder and Contractor. Should the Contract conflict with any Contract Documents, the Contract shall govern. Should there be a conflict between any of the Contract Documents themselves the Contractor shall comply with the more stringent requirements between such documents. More specifically, if the Drawings conflict with the Specifications, the Contractor shall comply with the more stringent requirements between such documents. The Contractor shall notify the Design Builder of any such conflicts in writing. No waiver, alteration or modification of any of the provisions of this Contract shall be binding upon Design Builder unless such waiver, alteration or modification shall be in writing and signed by Design Builder. Contractor shall, to the fullest extent permitted by law, indemnify, hold harmless and defend Design Builder from and against any and all claims, losses, liabilities and expenses, including attorneys' fees, arising out of or in any manner caused by any breach by Contractor of the provisions of this Contract, and terms not defined in this Contract but defined in the contract entered into between Owner and Design Builder with respect to the Project shall have the respective meaning given such terms by such contract. Terms not defined either in this Contract or in such Contract shall be considered to be used herein in accordance with their respective recognized technical or trade meanings.

IN WITNESS WHEREOF, Design Builder and Contractor have executed this Contract under seal as of the day, month and year first written above.

Design Builder:

Contractor:

**ESI Constructors, Inc.**

By \_\_\_\_\_  
Its President or Vice President  
Hereunto duly authorized

By \_\_\_\_\_  
Its President or Vice President  
Hereunto duly authorized

## SCHEDULE A

### CONTRACT DOCUMENTS

Pre-Award Minutes, Exhibit “A” dated

Contractor Proposal, Exhibit “B” dated

Request for Proposal, Exhibit “C” dated

Project Drawing List, Exhibit “D” dated

Supplemental Scope of Work – \_\_\_\_\_, Exhibit “E”

AIA Document G703 – Continuation Sheet to Application for Payment w/Applicable Phase Codes, Exhibit “F”

Attachment INS-1 / Sample Certificate of Insurance, Exhibit “G”

Submittal Cover Sheet, Exhibit “H”

Project Schedule, Exhibit “I” dated

ESI Safety Rules & Regulations, Exhibit “J”

W-9 Request for Taxpayer Identification Number and Certification, Exhibit “K”

PAGE 4 ONLY of the ESI Contractor's Project Procedure Manual acknowledging receipt for execution and return, Exhibit “L”

ESI Contractor’s Project Procedure Manual w/Closeout Documents, Exhibit “M”

(If applicable) Textura Billing Calendar for 2015/2016, Exhibit “N”