



Project Name:

McGough Job Number:

Project Address:

Owner:

Attached please find a copy of the subcontract complete in accordance with the Architect's plans and as outlined in the specifications.

Please sign and return one copy via email to the Project Coordinator listed below for our records. The subcontract will be deemed to have been accepted upon the earlier of the execution of the Subcontract or McGough Construction's receipt of your first invoice for work/materials completed for this contract.

This Subcontract may be executed by the Contractor and Subcontractor separately in counterparts which, taken together, shall constitute an original. This subcontract may be executed by facsimile, email or electronic signatures, which shall be deemed to have the same force and effect as an original signature. Whenever this Subcontract is executed in this manner, no changes, alterations, or modifications shall be accepted and both parties agree that the original version of this Subcontract is the only version that is binding.

Please note that McGough Construction will not accept any changes or modifications to the subcontract when it is returned to McGough Construction.

Please arrange to have your insurance carrier or agent furnish us with a Certificate of Insurance for the above referenced project with McGough, Architect and the Owner listed as additional insured. Your minimum coverage must be equal to the amounts shown in Exhibit B attached or previously executed under the Master General Conditions Agreement. All applicable blanks must be filled in. A properly executed certificate of insurance must be on file at our office before any work is commenced at the jobsite.

All payment requests are due at our office no later than the 25th of the month for work completed and stored during that month. Any request received after the 25th will not be considered until the following month. Payment requests can be emailed to invoices@mcgough.com. ***Please include job name and contract number on the invoice and email. All subcontract invoices are to include the line item breakdown (at minimum) as indicated in the 'Scope of Work (SOW)' section of the Subcontract. Any invoices NOT including this information will be rejected.***

Please see below for the McGough project team:

Senior Project Manager	Project Manager	Superintendent
Project Coordinator	Accountant	Project Engineer

Please contact us if you have any questions regarding this subcontract.

Sincerely,

McGough Construction

Headquarters
Minneapolis-St. Paul

Bismarck, ND
Raleigh-Durham, NC

Dallas-Fort Worth, TX
Rapid City, SD

Des Moines, IA
Rochester, MN

Duluth, MN
Sioux Falls, SD

Fargo, ND
St. Cloud, MN

Contract Date:

Contract Number:

Owner Information:

Owner Name:	Owner Contact:	Owner Address:

Project Information:

Project Name:	Project Site:

Architect Information:

Architect Name:	Architect Contact:	Architect Address:

THIS SUBCONTRACT for the above referenced project, effective the date listed above, is entered into by and between the following Contractor and Subcontractor:

Contractor Information:

Contractor Name:	Contractor Contact:	Contractor Address:

Subcontractor Information:

Subcontractor Name:	Subcontractor Contact:	Subcontractor Address:

**STANDARD SUBCONTRACT AGREEMENT
LABOR & MATERIALS**

RECITALS:

Contractor has entered into a contract ("**Prime Contract**") with Owner to furnish services, labor, material and equipment for the construction of the Project on the Project Site, pursuant to drawings, specifications, general, supplemental and special conditions, addenda and amendments and other documents (the "**Work**") prepared by ("**Architect**").

Contractor desires to subcontract to the Subcontractor the performance of a portion of the Prime Contract upon terms and conditions set forth herein.

AGREEMENT:

In consideration of their mutual promises and undertakings, the Subcontractor and Contractor agree to the following:

Subcontractor shall furnish and install the necessary scope of work complete, including design services as required, in accordance with the Architect's plans and as outlined in the specifications as issued by Architect, the Prime Contract, and the Contract Documents ("**Subcontract Work**"). The Subcontract Work shall include but not be limited to the following:

SUBCONTRACT PRICE:

For full performance of the Subcontract Work in conformance with the Contract Documents, and all other terms and conditions of this Subcontract, Contractor shall pay the Subcontractor the Contract Price listed below.

SUBCONTRACTOR'S FEE ON CHANGE ORDERS:

The Subcontractor's Fee on Change Orders, including overhead and profit, is equal to the percentage listed below of the Cost of the Work for the Change Order. If the Change Order Cost of the Work is a deductive amount, the Subcontractor's Fee shall be deducted; if the Change Order Cost of the Work is an additive amount, the Subcontractor's Fee shall be added.

\$	Dollars 00/100
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SCOPE OF WORK (SOW)			
Job Number	Phase	Description	Amount

MISCELLANEOUS INFORMATION		
Retainage on progress payments shall be held in the amount of		
McGough Standard Insurance Requirements	Included	
Shop Drawings and Engineering	Included	
Subcontractor's Fee on Change Orders (See additional information above)		
100% Performance and Payment Bond	Not Applicable	

WORKFORCE GOALS

**STANDARD SUBCONTRACT AGREEMENT
LABOR & MATERIALS**

Minority Workforce Goals	
Section 3 Workforce Goals	
Female Workforce Goals	

VENDOR GOALS	
SBE Vendor Goals	
WBE Vendor Goals	
MBE Vendor Goals	
Section 3 Vendor Goals	

DOCUMENTS AND SUPPLEMENTAL INFORMATION (List documents with dates below)	
<i>Extra construction documents will not be available on-site for your field crew to use. Subcontractor is responsible to forward any and all applicable documents received in your office to the field in a timely manner.</i>	
All Division 00 and 01 Specifications	Included

	Included
--	----------

	Included
--	----------

	Included
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SCHEDULE	
Project Schedule Dated	

SUBCONTRACTOR MANAGEMENT		
Project Work Hours	7:00 AM to 3:30 PM	
Prepare detailed schedule to support McGough provided schedule	Included	
Attend Project Progress Meetings as Requested	Included	
Mandatory attendance at Pull Planning / Weekly Work Planning Sessions as scheduled	Included	Attendance required by Subcontractor Project Manager and Subcontractor Field Foremen
Price Change Order Proposals within five (5) Business Days	Included	
to be Project Manager for the duration of the project	Included	
to be Superintendent for the duration of the project	Included	
Coordinate all deliveries with McGough Project Superintendent	Included	

ALSO INCLUDED BUT NOT LIMITED TO:

INCLUSIONS	

COVID-19: SUBCONTRACTOR COMPLIANCE WITH ALL OWNER POLICIES AND REQUIREMENTS, FEDERAL AND STATE LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS, MUNICIPAL ORDINANCES AND REGULATIONS, AND LAWFUL ORDERS OF COURTS AND/OR PUBLIC AUTHORITIES EFFECTIVE WHERE THE SUBCONTRACT WORK IS TO BE PERFORMED.

EXCLUSIONS			
UNIT / LABOR PRICING			
		\$	
ALTERNATES			
			\$

BOND:

If indicated above, Subcontractor shall furnish Contractor, in form satisfactory to Contractor, duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to Contractor and authorized to do business in the state in which the Project is located, in the full amount of this Subcontract. The bond premium shall be paid by the Subcontractor and included in the Subcontract Price. Subcontractor's failure to deliver satisfactory bonds or renewals thereof within ten (10) calendar days after demand may be deemed a material breach of this Subcontract.

EXHIBITS AND EXECUTION:

The following **Standard Subcontract Exhibits** (as attached or previously executed in a Master Agreement) are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit A** – Subcontract General Conditions Labor & Materials (If Subcontractor has a previously executed Master Agreement, Exhibit A of the Master Agreement will control)
- **Exhibit B** – McGough Standard Insurance Requirements (If Subcontractor has a previously executed Master Agreement, Exhibit B of the Master Agreement will control)
- **Exhibit C** – Digital Data Protocol (If Subcontractor has a previously executed Master Agreement, Exhibit C of the Master Agreement will control)
- **Exhibit D** – State Specific General Conditions (as attached or not applicable if Subcontractor has a previously executed Master Agreement)
- **Exhibit E** – Workforce Requirements (if applicable)
- **Exhibit G** – McGough Quality Program Requirements

The following **Project Specific Exhibits** (as attached) are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit 1** –
- **Exhibit 2** –
- **Exhibit 3** –
- **Exhibit 4** –
- **Exhibit 5** –
- **Exhibit 6** –

Additionally, the Contract Documents defined in Exhibit A Article A2.1 are also incorporated into this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges that Subcontractor has reviewed and fully understands the foregoing documents.

**STANDARD SUBCONTRACT AGREEMENT
LABOR & MATERIALS**

In executing this Subcontract, Contractor and Subcontractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Subcontract, and each has the necessary corporate approvals to execute this Subcontract and perform the services described herein.

This Subcontract constitutes the entire agreement between the parties hereto and is acknowledged and effective on the date first set forth above. No oral representations or other agreements have been made by Contractor except as stated in this Subcontract.

Subcontractor Name
Subcontractor
By

McGough Construction Co., LLC
Contractor
By , Project Manager of Record
Contractor
By , Project Manager



Project Name:

McGough Job Number:

Project Address:

Owner:

Attached please find a copy of the subcontract complete in accordance with the Architect's plans and as outlined in the specifications.

Please sign and return one copy via email to the Project Coordinator listed below for our records. The subcontract will be deemed to have been accepted upon the earlier of the execution of the Subcontract or McGough Construction's receipt of your first invoice for work/materials completed for this contract.

This Subcontract may be executed by the Contractor and Subcontractor separately in counterparts which, taken together, shall constitute an original. This subcontract may be executed by facsimile, email or electronic signatures, which shall be deemed to have the same force and effect as an original signature. Whenever this Subcontract is executed in this manner, no changes, alterations, or modifications shall be accepted and both parties agree that the original version of this Subcontract is the only version that is binding.

Please note that McGough Construction will not accept any changes or modifications to the subcontract when it is returned to McGough Construction.

Please arrange to have your insurance carrier or agent furnish us with a Certificate of Insurance for the above referenced project with McGough, Architect and the Owner listed as additional insured. Your minimum coverage must be equal to the amounts shown in Exhibit B attached or previously executed under the Master General Conditions Agreement. All applicable blanks must be filled in. A properly executed certificate of insurance must be on file at our office before any work is commenced at the jobsite.

All payment requests are due at our office no later than the 25th of the month for work completed and stored during that month. Any request received after the 25th will not be considered until the following month. Payment requests can be emailed to invoices@mcgough.com. *Please include job name and contract number on the invoice and email. All subcontract invoices are to include the line item breakdown (at minimum) as indicated in the 'Scope of Work (SOV)' section of the Subcontract. Any invoices not including this information will be rejected.*

Please see below for the McGough project team:

Senior Project Manager	Project Manager	Superintendent
Project Coordinator	Accountant	Project Engineer

Please contact us if you have any questions regarding this subcontract.

Sincerely,

McGough Construction

Headquarters
Minneapolis-St. Paul

Bismarck, ND
Raleigh-Durham, NC

Dallas-Fort Worth, TX
Rapid City, SD

Des Moines, IA
Rochester, MN

Duluth, MN
Sioux Falls, SD

Fargo, ND
St. Cloud, MN

Contract Date:

Contract Number:

Owner Information:

Owner Name:	Owner Contact:	Owner Address:

Project Information:

Project Name:	Project Site:

Architect Information:

Architect Name:	Architect Contact:	Architect Address:

THIS SUBCONTRACT for the above referenced project, effective the date listed above, is entered into by and between the following Contractor and Subcontractor:

Contractor Information:

Contractor Name:	Contractor Contact:	Contractor Address:

Subcontractor Information:

Subcontractor Name:	Subcontractor Contact:	Subcontractor Address:

**STANDARD SUBCONTRACT AGREEMENT
MATERIALS ONLY**

RECITALS:

Contractor has entered into a contract ("**Prime Contract**") with Owner to furnish services, labor, material and equipment for the construction of the Project on the Project Site, pursuant to drawings, specifications, general, supplemental and special conditions, addenda and amendments and other documents (the "**Work**") prepared by ("**Architect**").

Contractor desires to subcontract to the Subcontractor the performance of a portion of the Prime Contract upon terms and conditions set forth herein.

AGREEMENT:

In consideration of their mutual promises and undertakings, the Subcontractor and Contractor agree to the following:

Subcontractor shall furnish and deliver FOB Project Site the necessary scope of work complete, including design services as required, in accordance with the Architect's plans and as outlined in the specifications as issued by Architect, the Prime Contract, and the Contract Documents ("**Subcontract Work**"). The Subcontract Work shall include but not be limited to the following:

SUBCONTRACT PRICE:

For full performance of the Subcontract Work in conformance with the Contract Documents, and all other terms and conditions of this Subcontract, Contractor shall pay the Subcontractor the Contract Price listed below.

SUBCONTRACTOR'S FEE ON CHANGE ORDERS:

The Subcontractor's Fee on Change Orders, including overhead and profit, is equal to the percentage listed below of the Cost of the Work for the Change Order. If the Change Order Cost of the Work is a deductive amount, the Subcontractor's Fee shall be deducted; if the Change Order Cost of the Work is an additive amount, the Subcontractor's Fee shall be added.

\$	Dollars 00/100
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SCOPE OF WORK (SOW)			
Job Number	Phase	Description	Amount

MISCELLANEOUS INFORMATION		
Retainage on progress payments shall be held in the amount of	%	
McGough Standard Insurance Requirements	Included	
Shop Drawings and Engineering	Included	
Subcontractor's Fee on Change Orders (See additional information above)	%	
100% Performance and Payment Bond		

VENDOR GOALS

**STANDARD SUBCONTRACT AGREEMENT
MATERIALS ONLY**

SBE Vendor Goals	
WBE Vendor Goals	
MBE Vendor Goals	
Section 3 Vendor Goals	

DOCUMENTS AND SUPPLEMENTAL INFORMATION (List documents with dates below)	
<i>Extra construction documents will not be available on-site for your field crew to use. Subcontractor is responsible to forward any and all applicable documents received in your office to the field in a timely manner.</i>	
All Division 00 and 01 Specifications	Included

	Included
--	----------

	Included
--	----------

	Included
--	----------

SCHEDULE	
Project Schedule Dated	

SUBCONTRACTOR MANAGEMENT		
Project Work Hours	7:00 AM to 3:30 PM	
Prepare detailed schedule to support McGough provided schedule	Included	
Attend Project Progress Meetings as Requested	Included	
Mandatory attendance at Pull Planning / Weekly Work Planning Sessions as scheduled	Included	Attendance required by Subcontractor Project Manager and Subcontractor Field Foremen
Price Change Order Proposals within five (5) Business Days	Included	
to be Project Manager for the duration of the project	Included	
Coordinate all deliveries with McGough Project Superintendent	Included	

ALSO INCLUDED BUT NOT LIMITED TO:

INCLUSIONS	

COVID-19: SUBCONTRACTOR COMPLIANCE WITH ALL OWNER POLICIES AND REQUIREMENTS, FEDERAL AND STATE LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS, MUNICIPAL ORDINANCES AND REGULATIONS, AND LAWFUL ORDERS OF COURTS AND/OR PUBLIC AUTHORITIES EFFECTIVE WHERE THE SUBCONTRACT WORK IS TO BE PERFORMED.

**STANDARD SUBCONTRACT AGREEMENT
MATERIALS ONLY**

EXCLUSIONS			
UNIT PRICING			
		\$	
ALTERNATES			
			\$

BOND:

If indicated above, Subcontractor shall furnish Contractor, in form satisfactory to Contractor, duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to Contractor and authorized to do business in the state in which the Project is located, in the full amount of this Subcontract. The bond premium shall be paid by the Subcontractor and included in the Subcontract Price. Subcontractor's failure to deliver satisfactory bonds or renewals thereof within ten (10) calendar days after demand may be deemed a material breach of this Subcontract.

EXHIBITS AND EXECUTION:

The following **Standard Subcontract Exhibits** (*as attached or previously executed in a Master Agreement*) are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit A** – Subcontract General Conditions Materials Only (*If Subcontractor has a previously executed Master Agreement, Exhibit A of the Master Agreement will control*)
- **Exhibit B** – McGough Standard Insurance Requirements (*If Subcontractor has a previously executed Master Agreement, Exhibit B of the Master Agreement will control*)
- **Exhibit C** – Digital Data Protocol (*If Subcontractor has a previously executed Master Agreement, Exhibit C of the Master Agreement will control*)
- **Exhibit D** – State Specific General Conditions (*as attached or not applicable if Subcontractor has a previously executed Master Agreement*)
- **Exhibit E** – Workforce Requirements (*if applicable*)

The following **Project Specific Exhibits** (*as attached*) are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit 1** –
- **Exhibit 2** –
- **Exhibit 3** –
- **Exhibit 4** –
- **Exhibit 5** –
- **Exhibit 6** –

Additionally, the Contract Documents defined in Exhibit A Article A2.1 are also incorporated into this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges that Subcontractor has reviewed and fully understands the foregoing documents.

In executing this Subcontract, Contractor and Subcontractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Subcontract, and each has the necessary corporate approvals to execute this Subcontract and perform the services described herein.

**STANDARD SUBCONTRACT AGREEMENT
MATERIALS ONLY**

This Subcontract constitutes the entire agreement between the parties hereto and is acknowledged and effective on the date first set forth above. No oral representations or other agreements have been made by Contractor except as stated in this Subcontract.

Subcontractor Name
Subcontractor
By

McGough Construction Co., LLC
Contractor
By , Project Manager of Record
Contractor
By , Project Manager



Project Name:

McGough Job Number:

Project Address:

Owner:

Attached please find a copy of the subcontract complete in accordance with the Architect's plans and as outlined in the specifications.

Please sign and return one copy via email to the Project Coordinator listed below for our records. The subcontract will be deemed to have been accepted upon the earlier of the execution of the Subcontract or McGough Construction's receipt of your first invoice for work/materials completed for this contract.

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Please note that McGough Construction will not accept any changes or modifications to the subcontract when it is returned to McGough Construction.

Please arrange to have your insurance carrier or agent furnish us with a Certificate of Insurance for the above referenced project with McGough, Architect and the Owner listed as additional insured. Your minimum coverage must be equal to the amounts shown in Exhibit B attached or previously executed under the Master General Conditions Agreement. All applicable blanks must be filled in. A properly executed certificate of insurance must be on file at our office before any work is commenced at the jobsite.

All payment requests are due at our office no later than the 25th of the month for work completed and stored during that month. Any request received after the 25th will not be considered until the following month. Payment requests can be emailed to invoices@mcgough.com. ***Please include job name and contract number on the invoice and email. All subcontract invoices are to include the line item breakdown (at minimum) as indicated in the 'Scope of Work (SOW)' section of the Subcontract. Any invoices NOT including this information will be rejected.***

Please see below for the McGough project team:

Senior Project Manager	Project Manager	Superintendent
Project Coordinator	Accountant	Project Engineer

Please contact us if you have any questions regarding this subcontract.

Sincerely,

McGough Construction

Headquarters
Minneapolis-St. Paul

Bismarck, ND
Raleigh-Durham, NC

Dallas-Fort Worth, TX
Rapid City, SD

Des Moines, IA
Rochester, MN

Duluth, MN
Sioux Falls, SD

Fargo, ND
St. Cloud, MN

Contract Date:

Contract Number:

Owner Information:

Owner Name:	Owner Contact:	Owner Address:

Project Information:

Project Name:	Project Site:

Architect Information:

Architect Name:	Architect Contact:	Architect Address:

THIS SUBCONTRACT for the above referenced project, effective the date listed above, is entered into by and between the following Contractor and Subcontractor:

Contractor Information:

Contractor Name:	Contractor Contact:	Contractor Address:

Subcontractor Information:

Subcontractor Name:	Subcontractor Contact:	Subcontractor Address:

RECITALS:

Contractor has entered into a contract ("**Prime Contract**") with Owner to furnish services, labor, material and equipment for the construction of the Project on the Project Site, pursuant to drawings, specifications, general, supplemental and special conditions, addenda and amendments and other documents (the "**Work**") prepared by ("**Architect**").

Contractor desires to subcontract to the Subcontractor the performance of a portion of the Prime Contract upon terms and conditions set forth herein.

AGREEMENT:

In consideration of their mutual promises and undertakings, the Subcontractor and Contractor agree to the following:

Subcontractor shall furnish and install the necessary scope of work complete, including design services provided by licensed and qualified design professionals, in accordance with the Architect's plans and as outlined in the specifications as issued by Architect, the Prime Contract, and the Contract Documents ("**Subcontract Work**"). The Subcontract Work shall include but not be limited to the following:

The Subcontractor shall provide scope of work design services by licensed and qualified engineers, architects or other design professionals as required for successful design of the project.

The Subcontractor will review alternative approaches to the scope of work system design and construction with the Contractor and the Owner. The Contractor and the Owner will provide information regarding the Owner's requirements for the Project including a written program that will set forth the Owner's objectives, constraints and criteria.

The Subcontractor shall submit a scope of work system proposal consisting of a completed preliminary design document, a statement of the proposed contract sum, and a proposed schedule for completion of the Subcontract Work. Preliminary design documents shall include preliminary design drawings, outline specifications, or other documents sufficient to establish the size, the quality and the character of the scope of work system for the Project. All deviations from the Owner's program shall be specifically noted in the proposal.

The Subcontractor shall prepare construction budgets using qualified professionals, cost estimators, or sub-subcontractors as required.

SUBCONTRACT PRICE:

For full performance of the Subcontract Work in conformance with the Contract Documents, and all other terms and conditions of this Sub contract, Contractor shall pay the Subcontractor the Contract Price listed below.

SUBCONTRACTOR'S FEE ON CHANGE ORDERS:

The Subcontractor's Fee on Change Orders, including overhead and profit, is equal to the percentage listed above of the Cost of the Work for the Change Order. If the Change Order Cost of the Work is a deductive amount, the Subcontractor's Fee shall be deducted; if the Change Order Cost of the Work is an additive amount, the Subcontractor's Fee shall be added.

DESIGN SERVICES FEE:

The Design Services Fee is for full performance of design and/or engineering services within the scope of work.

PRE-CONSTRUCTION SERVICES FEE:

**STANDARD SUBCONTRACT AGREEMENT
DESIGN-BUILD LUMP SUM**

The Pre-Construction Fee is for full performance of services in addition to or distinct from the design and/or engineering services performed during pre-construction.

\$	Dollars 00/100
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SCOPE OF WORK (SOW)			
Job Number	Phase	Description	Amount

MISCELLANEOUS INFORMATION		
Retainage on progress payments shall be held in the amount of	%	
McGough Standard Insurance Requirements	Included	
Shop Drawings and Engineering	Included	
Subcontractor's Fee on Change Orders <i>(See additional information above)</i>	%	
Design Services Fee		
Preconstruction Services Fee		
Subcontractor's Fee		
100% Performance and Payment Bond		
A list of Construction Worker's Hourly Wage Rates	Included	Exhibit H - Wages
A list of General Conditions, Supervisory and Administrative Personnel Hourly Wage Rates	Included	Exhibit H - Wages

WORKFORCE GOALS	
Minority Workforce Goals	
Section 3 Workforce Goals	
Female Workforce Goals	

VENDOR GOALS	
SBE Vendor Goals	
WBE Vendor Goals	
MBE Vendor Goals	
Section 3 Vendor Goals	

DOCUMENTS AND SUPPLEMENTAL INFORMATION (List documents with dates below)	
<i>Extra construction documents will not be available on-site for your field crew to use. Subcontractor is responsible to forward any and all applicable documents received in your office to the field in a timely manner.</i>	
All Division 00 and 01 Specifications	Included

**STANDARD SUBCONTRACT AGREEMENT
DESIGN-BUILD LUMP SUM**

	Included
	Included
	Included

SCHEDULE	
Project Schedule Dated	

SUBCONTRACTOR MANAGEMENT		
Project Work Hours	7:00 AM to 3:30 PM	
Prepare detailed schedule to support McGough provided schedule	Included	
Attend Project Progress Meetings as Requested	Included	
Mandatory attendance at Pull Planning / Weekly Work Planning Sessions as scheduled	Included	Attendance required by Subcontractor Project Manager and Subcontractor Field Foremen
Price Change Order Proposals within five (5) Business Days	Included	
to be Project Manager for the duration of the project	Included	
to be Superintendent for the duration of the project	Included	
Coordinate all deliveries with McGough Project Superintendent	Included	

ALSO INCLUDED BUT NOT LIMITED TO:

INCLUSIONS	

COVID-19: SUBCONTRACTOR COMPLIANCE WITH ALL OWNER POLICIES AND REQUIREMENTS, FEDERAL AND STATE LAWS, STATUTES, ORDINANCES, CODES, RULES AND REGULATIONS, MUNICIPAL ORDINANCES AND REGULATIONS, AND LAWFUL ORDERS OF COURTS AND/OR PUBLIC AUTHORITIES EFFECTIVE WHERE THE SUBCONTRACT WORK IS TO BE PERFORMED.

EXCLUSIONS	

UNIT / LABOR PRICING			
		\$	

ALTERNATES	
	\$

BOND:

If indicated above, Subcontractor shall furnish Contractor, in form satisfactory to Contractor, duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to Contractor and authorized to do business in the state in which the Project is located, in the full amount of this Subcontract. The bond premium shall be paid by the Subcontractor and included in the Subcontract Price. Subcontractor's failure to deliver satisfactory bonds or renewals thereof within ten (10) calendar days after demand may be deemed a material breach of this Subcontract.

EXHIBITS AND EXECUTION:

The following Exhibits *(as attached or previously executed in a Master Agreement)* are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit A** – Subcontract General Conditions Labor & Materials *(If Subcontractor has a previously executed Master Agreement, Exhibit A of the Master Agreement will control)*
- **Exhibit B** – McGough Standard Insurance Requirements *(If Subcontractor has a previously executed Master Agreement, Exhibit B of the Master Agreement will control)*
- **Exhibit C** – Digital Data Protocol *(If Subcontractor has a previously executed Master Agreement, Exhibit C of the Master Agreement will control)*
- **Exhibit D** – State Specific General Conditions *(as attached or not applicable if Subcontractor has a previously executed Master Agreement)*
- **Exhibit E** – Design-Build General Conditions
- **Exhibit F** – Workforce Requirements *(if applicable)*
- **Exhibit G** – McGough Quality Program Requirements
- **Exhibit H** – Wage Rates

The following **Project Specific Exhibits** *(as attached)* are incorporated into this Subcontract as though fully set forth herein:

- **Exhibit 1** –
- **Exhibit 2** –
- **Exhibit 3** –
- **Exhibit 4** –
- **Exhibit 5** –
- **Exhibit 6** –

Additionally, the Contract Documents defined in Exhibit A Article A2.1 are also incorporated into this Subcontract as though fully set forth herein. Subcontractor hereby acknowledges that Subcontractor has reviewed and fully understands the foregoing documents.

In executing this Subcontract, Contractor and Subcontractor each individually represents that it has the necessary financial resources to fulfill its obligations under this Subcontract, and each has the necessary corporate approvals to execute this Subcontract and perform the services described herein.

This Subcontract constitutes the entire agreement between the parties hereto and is acknowledged and effective on the date first set forth above. No oral representations or other agreements have been made by Contractor except as stated in this Subcontract.

**STANDARD SUBCONTRACT AGREEMENT
DESIGN-BUILD LUMP SUM**

Subcontractor Name
Subcontractor
By

McGough Construction Co., LLC
Contractor
By , Project Manager of Record
Contractor
By , Project Manager

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement (s).

PRODUCER ABC Insurance Agency xxxxxxxxxxxxxxxxxx City, State, Zip	(xxx) xxx-xxxx	CONTACT NAME: PRODUCER NAME PHONE (A/C No. Ext): XXX - XXX - XXXX FAX (A/C No): XXX - XXX - XXXX E-MAIL ADDRESS: XXX@XXXXXXXXXXXX	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAMPLE CONSTRUCTION COMPANY xxxxxxxxxxxxxxxxxx City, State, Zip NOTE: Your name shown here must match with the Subcontract Agreement		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS		
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	ABC123456	01/01/12	01/01/13	EACH OCCURRENCE	\$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <div>Select applicable option(s)</div>	Y	Y	DEF123456	01/01/12	01/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
MED EXP (Any one person)							\$		
PERSONAL & ADV INJURY							\$ 1,000,000		
GENERAL AGGREGATE							\$ 2,000,000		
PRODUCTS-COMP/OP AGG							\$ 2,000,000		
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ _____	Y	Y	PQR123456	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N	N/A	Y	GHI123456	01/01/12	01/01/13	BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	Contractors Pollution Liability (Including Mold)	Y		JKL123456	01/01/12	01/01/13	EACH OCCURRENCE	\$ 5,000,000	
	Professional Liability [Include if Required by Contract]	N	Y	MNO123456	01/01/12	01/01/13	AGGREGATE	\$	
	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) [Project Description]; [McGough Entity], its officers, directors & employees and the [Owner/Describe per Contract] are included as Additional Insured's in the above referenced General Liability (for both ongoing & completed operations), Automobile Liability and Umbrella/Excess Liability policies. Such Insurance as is provided to Additional Insured's on the General Liability, Automobile Liability and Umbrella/Excess Liability policies, shall be Primary and Non-contributory with any other insurance available to the Additional Insured's. Waiver of Subrogation in favor of [McGough Entity], [Architect, Owner / Describe per Contract] and each of their agents and employees are included in above referenced General Liability, Automobile Liability, Workers' Compensation/Employers Liability, Umbrella/Excess Liability, Pollution/Mold Liability [and Professional Liability if required]. The Umbrella/Excess Liability policy sits over General Liability, Automobile Liability and Employers Liability. [ADDITIONAL INSURED ENDORSEMENTS MUST BE ATTACHED TO THIS CERT]						WC STATUTORY LIMITS	OTHER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
							\$1,000,000 / \$2,000,000 (Describe if Claims Made or Per Occurrence)		
							Retro date: XX-XX-XX (Include if a Claims-made Policy)		
							\$1,000,000 / \$2,000,000		
							Retro date: XX-XX-XX (Include if a Claims-made Policy)		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
[Project Description]; [McGough Entity], its officers, directors & employees and the [Owner/Describe per Contract] are included as Additional Insured's in the above referenced General Liability (for both ongoing & completed operations), Automobile Liability and Umbrella/Excess Liability policies. Such Insurance as is provided to Additional Insured's on the General Liability, Automobile Liability and Umbrella/Excess Liability policies, shall be Primary and Non-contributory with any other insurance available to the Additional Insured's. Waiver of Subrogation in favor of [McGough Entity], [Architect, Owner / Describe per Contract] and each of their agents and employees are included in above referenced General Liability, Automobile Liability, Workers' Compensation/Employers Liability, Umbrella/Excess Liability, Pollution/Mold Liability [and Professional Liability if required]. The Umbrella/Excess Liability policy sits over General Liability, Automobile Liability and Employers Liability. [ADDITIONAL INSURED ENDORSEMENTS MUST BE ATTACHED TO THIS CERT]

CERTIFICATE HOLDER McGough Construction Co LLC 2737 Fairview Ave N St. Paul, MN 55113	<div>See Subcontract Exhibit for further clarification/requirements</div> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature Required
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Include complete description



North Dakota Workforce
Safety & Insurance

**CERTIFICATE OF
PREMIUM PAYMENT**
WORKFORCE SAFETY & INSURANCE
EMPLOYER SERVICES
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1
PO BOX 5585
BISMARCK ND 58506-5585
Telephone 1-800-777-5033
Toll Free Fax 1-888-786-8695
TTY (hearing impaired) 1-800-366-6888
Fraud and Safety Hotline 1-800-243-3331
www.WorkforceSafety.com

For North Dakota Companies

SAMPLE

... or evidence of "stop gap" coverage

Employer Account Number:

Issued Date:

Expiration Date:

CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance (WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

Barry Schumacher

Barry Schumacher
Chief of Employer Services

Class	Classification Description