



Subcontractor: \_\_\_\_\_

1394 N. Farrell Court, #139  
Gilbert, Arizona 85233  
480.834.5717  
480.834.5718 (fax)

# LONG FORM STANDARD MASTER SUBCONTRACT FOR BUILDING CONSTRUCTION

*This Document has important legal and insurance consequences; consultation with an attorney and insurance consultants and carriers is encouraged with respect to its completion or modification. Some construction prime contracts may require the use of specialized provisions not included in this form.*

**THIS AGREEMENT** is made at Gilbert, Arizona this \_\_\_\_\_ day of \_\_\_\_\_ by and between:

**Contractor** Name: TrowTiere Precision Construction, LLC.  
Address: 1394 N. Farrell Court, #109  
City, State, Zip Code Gilbert, Arizona 85233  
Phone: 480-834-5717

and

**Subcontractor** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Phone: \_\_\_\_\_

On or about the \_\_\_\_\_ day of "To be determined by separate Work Authorization" Contractor entered into a prime contract with:

**Owner** Name: "To be determined by separate Work Authorization"  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_ Zip \_\_\_\_\_

to perform the following work:

To be determined by separate Work Authorization

Said work is to be performed in accordance with the prime contract and the plans and specifications. Said plans and specifications have been prepared by or on behalf of:

**Architect** Name: "To be determined by separate Work Authorization"  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State \_ Zip \_\_\_\_\_

\_\_\_\_\_ Subcontractor Initial \_\_\_\_\_ Contractor Initial

## ENTIRE CONTRACT

The phrase "Contract Documents" is defined to mean and include:

"To be determined by separate Work Authorization"

Subcontractor certifies that he is fully familiar with all of the terms of the Contract Documents, the location of the job site, and the conditions under which the work is to be performed and that he enters into this Agreement based upon his investigation of all such matters and is not relying on any opinions or representations of Contractor. This Agreement represents the entire agreement. The Contract Documents are incorporated in this Agreement by reference, and Subcontractor and his subcontractors will be and are bound by the Contract Documents insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the work provided for in this Agreement, and that where, in the Contract Documents reference is made to Contractor, and the work or specifications therein pertains to Subcontractor's trade, craft, or type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor.

### ARTICLE 1 **Scope of Work**

- 1.1 The Subcontractor agrees to furnish all labor, materials, equipment and other facilities required to perform the work to complete:

"To be determined by separate Work Authorization"

For the project in accordance with the Contract Documents and as more particularly specified in:

"To be determined by separate Work Authorization"

Work is to be performed under the general direction of the Contractor and subject to the final approval of the Architect/Engineer or other specified representatives of the Owner, in accordance with the Contract Documents outlined in the separate Work Authorization. Subcontractor will furnish all of the labor and materials, along with competent supervision, shop drawings and samples, tools, equipment, scaffolding, and permits which are necessary for such performance.

- 1.2 The Subcontractor binds himself to the Contractor for the performance of Subcontractor's Work in the same manner as the Contractor is bound to the Owner for such performance under Contractor's contract with the Owner. The pertinent parts of such contract will be made available upon Subcontractor's request.
- 1.3 Should any question arise with respect to the interpretation of the Drawings and Specifications, such questions shall be submitted to the Architect/Engineer and his decision shall be made final and binding. If there is no Architect/Engineer for this project, the Contractor's decision shall be followed by the Subcontractor.

### ARTICLE 2 **Payments**

- 2.1 The Contractor agrees to pay to the Subcontractor for the satisfactory completion of Subcontractor's Work, the sum of: "To be determined by separate Work Authorization" in monthly payments of 90 percent of the work performed in any preceding month, in accordance with estimates prepared by the Subcontractors and approved by the Contractor. Payments made on account of materials not incorporated in the work, but delivered and suitably stored at the site, or at some other location agreed upon in writing, shall be in accordance with the terms and conditions of the Contract Documents. Subcontractors will provide monthly-completed lien waivers and supplier affidavit forms, in a satisfactory to the Owner and Contractor. Contractor's receipt of payment from the Owner shall be a condition precedent to payment of the approved portion of the Subcontractor's monthly estimate. Approval and payment of Subcontractor's monthly estimate is specifically agreed not to constitute or imply acceptance by the Contractor or Owner of any portion of the Subcontractors Work.

\_\_\_\_\_ Subcontractor Initial      \_\_\_\_\_ Contractor Initial

- 2.2 In the event the Subcontractor does not submit to the Contractor such monthly estimates by the 20<sup>th</sup> of the month, then the Contractor may at his option include in his monthly estimate to the Owner for Work performed during the preceding month and such amount as he may deem proper for the Work of the Subcontractor for the preceding month and the Subcontractor agrees to accept such approved portion thereof in lieu of monthly payment upon the Subcontractor's estimate.
- 2.3 In the event it appears to the Contractor that the labor, material and other bills incurred in the performance of Subcontractor's Work are not being currently paid, the Contractor may take such steps as he deems necessary to insure that the money paid with any progress payment will be utilized to pay such bills.
- 2.4 Final payment shall be paid to the Subcontractor upon approval by the Owner, Architect and the Contractor of the Subcontractor's Work and receipt of payment from the Owner by the Contractor shall be a condition precedent to payment for all of Subcontractor's Work and upon satisfactory evidence having been received by the Contractor that all labor, including customary fringe benefits and payments due under collective bargaining agreements, and all sub-subcontractors and materialmen have been paid to date and are waiving their lien rights upon the final payment of a specific balance due.
- 2.5 The Contractor may deduct from any amounts due or to become due to the Subcontractor any sum or sums owed by the Subcontractor to the Contractor; and in the event of any breach by the Subcontractor of any provision or obligation of this Subcontract, or in the event of the assertion by other parties of any claim or lien against the Owner, the Contractor, Contractor's Surety, or the premises upon which the Work was performed, which claim or lien arises out of the Subcontractor's performance of this Agreement, the Contractor shall have the right, but is not required, to retain out of any payments due or to become due to the Subcontractor an amount sufficient to completely protect the Contractor from any and all loss, damage or expense therefrom, until the claim or lien has been adjusted by the Subcontractor to the satisfaction of the Contractor.
- 2.6 All sums tentatively earned by Subcontractor by the partial or complete performance of the Subcontract Work and any balance of unearned Subcontractor funds shall constitute a fund for the purpose of; (a) First, full completion of the Subcontract Work, (b) Second, payment of any backcharges or claims due Contractor from Subcontractor on any Project, (c) Third, payment to the sub-subcontractors, laborers, material and service suppliers of Subcontractor who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if the Project is bonded). Such tentative earnings shall not be limited to a Trustee in bankruptcy, receiver or assignee of Subcontractor, until and unless such Subcontract work is full and satisfactory completed and any amounts under a, b, or c above are fully paid and satisfied. Contractor may demand written evidence of Subcontractor's financial capability to perform and that Subcontractor has made such payments at any time.

### **ARTICLE 3** **Prosecution of the Work**

- 3.1 Time is of the essence for both parties, and they mutually agree to see to the performance of their work and the Work of their subcontractors so that the entire Project may be completed in accordance with the Contract Documents. The Subcontractor shall provide the Contractor with scheduling information and subcontractor's proposed schedule for the Subcontractor's Work. The Contractor shall then prepare the Schedule of the Work and, as may be necessary, revise such schedule as work progresses. Subcontractor acknowledges that revisions may be made in such schedule and agrees to make no claim for acceleration or delay by reason of such revisions so long as such revisions are of the type normally experienced in Work of this scope and complexity.
- 3.2 The Subcontractor shall prosecute Subcontractor's Work in a prompt and diligent manner in accordance with the Schedule of Work without hindering the Work of the Contractor or any other subcontractor. If work of others is damaged by Subcontractor, the Subcontractor will cause such damage to be corrected to the satisfaction of and without cost to the Contractor and Owner. In the event Subcontractor fails to maintain his part of the Scheduled of the Work, he shall, without additional compensation, work such overtime as the Contractor may direct until Subcontractor's Work is in accordance with such schedule.
- 3.3 The Subcontractor shall be responsible for and will prepare for performance of Subcontractor's Work, including without limitation thereto, the submission of shop drawings, samples, tests, field dimensions, determination of labor requirements and ordering of materials as required to meet the Schedule of Work. Subcontractors shall notify Contractor when portions of his Work are ready for inspection.

\_\_\_\_\_ Subcontractor Initial      \_\_\_\_\_ Contractor Initial

- 3.4 The Subcontractor will furnish periodic progress reports of the Subcontractor's Work as manually agreed including the progress of materials or equipment to be provided under this Agreement that may be in the course of preparation or manufacture.
- 3.5 The Subcontractor shall cooperate with the Contractor and subcontractors whose work may interfere with the Subcontractor's Work and participate in the preparation of coordinated drawings and work schedules in areas of congestion, specifically noting and advising the Contractor of any interference by other contractors or subcontractors.
- 3.6 The Subcontractor shall keep the building and premises reasonably clean of debris resulting from the performance of Subcontractor's Work. If the Subcontractor fails to comply with this paragraph within 48 hours after receipt of notice of non-compliance from the Contractor, the Contractor may perform such necessary cleanup and deduct the cost from any amounts due to the Subcontractor.
- 3.7 The Subcontractor shall give adequate notices pertaining to the Work of the Subcontractor to proper authorities and secure and pay for all necessary licenses and permits to carry on Subcontractor's Work, the furnishing of which is required by the Contract Documents.
- 3.8 The Subcontractors shall comply with all Federal, State and local laws, Social Security Laws and Unemployment Compensation Laws, Workers' Compensation Laws and Safety Laws insofar as applicable to the performance of this Agreement. He shall pay all taxes applicable to the performance of Subcontractor's Work. He shall also maintain his own safety program for compliance with such laws.
- 3.9 The Subcontractor will not assign this Subcontract nor subcontract the whole or any part of the Work to be performed hereunder without the prior written consent of the Contractor, with the exception of those subcontractors listed by the Subcontractor and furnished to the Contractor at the time this Agreement is executed.
- 3.10 Subcontractor shall employ only such labor in the performance of Subcontractor's Work as will work harmoniously with the other labor employed on the Project and, as such further labor is employed on the Project, will continue to work harmoniously with the other Project labor. Subcontractor shall not cause, in whole or in part, any work stoppages or strikes in the Project. If Subcontractor causes, in whole or in part, any work stoppages or strikes on the Project, Subcontractor shall promptly take whatever steps that are legally available to terminate the work stoppage or strike.

#### **ARTICLE 4** **Changes in the Work**

- 4.1 The Contractor and Subcontractor agree that the Contractor may add to or deduct from the amount of Work covered by this Agreement, and any charges so made in the amount of Work involved, or any other parts of this Agreement, shall be by a written amendment hereto setting forth in detail the changes involved and the value thereof which shall be mutually agreed upon between the Contractor and Subcontractor. The Subcontractor agrees to proceed with the Work as changed when so ordered in writing by the Contractor so as not to delay the progress of the Work, and pending any determination of the value thereof unless Contractor first requests a proposal of cost before the change is effected. If the Contractor requests a proposal of cost for a change, the Subcontractor shall promptly comply with such a request.
- 4.2 Subcontractor shall be entitled to receive no extra compensation for extra Work or materials or changes of any kind regardless of whether the same was ordered by the Contractor or any of his representatives unless a Change Order therefor has been issued in writing by the Contractor. If the Contractor ordered extra work and the Subcontractor performed same but did not receive a written order therefor, the Subcontractor shall be deemed to have waived any claim for extra compensation therefor, regardless of any written or verbal protests or claims by the Subcontractor. The Subcontractor shall be responsible for any costs incurred by the Contractor for changes of any kind made by the Subcontractor that increase the cost of the work for either the Contractor or other subcontractors when the Subcontractor proceeds with such changes without a written order therefor.
- 4.3 The Subcontractor agrees that no claim for additional services rendered or materials furnished by the Subcontractor to the Contractor shall be valid unless notice is given to the Contractor prior to the furnishing of the services or material or unless written notice of the claim therefor is given by the Subcontractor to the Contractor not later than the last day of the calendar month following that in which the claim originated, with the amount of the claim to be given in writing by the Subcontractor as soon as practicable.

\_\_\_\_\_ Subcontractor Initial      \_\_\_\_\_ Contractor Initial

- 4.4 The Subcontractor will make all claims for extra compensation and for extension of time to the Contractor promptly in accordance with this Article and consistent with the Contract Documents.
- 4.5 Notwithstanding any other provision, if the Work for which the Subcontractor claims extra compensation is determined by the Owner or Architect not to entitle the Contractor to a Change Order or extra compensation, then the Contractor shall not be liable to the Subcontractor for any extra compensation for such Work, unless Contractor agreed in writing to such extra compensation.

**ARTICLE 5**  
**Insurance and Indemnity**

5.1 Prior to commencing any Work, the Subcontractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the Subcontractors, by and sub-subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such Insurance shall include, but not be limited to, the minimum coverage and limits of liability specified below, or if greater, any coverage or limits of liability specified in the General Contract or required by law.

5.2 The Subcontractor shall procure the following minimum insurance coverage and limits of liability:

a. Workers' Compensation	Statutory Limits
b. Employer's Liability, Including "Stop Gap" coverage and USL&H if Applicable	\$ 500,000 each accident \$ 500,000 disease-policy limit \$ 500,000 disease-each employee
c. Commercial General Liability	\$ 2,000,000 each occurrence \$ 2,000,000 products/completed operations agg. \$ 2,000,000 general aggregate (per project)
d. Commercial Automobile Liability	\$ 1,000,000 any one accident or loss
e. Professional Liability Required <input type="checkbox"/> (Check only if required)	\$ 1,000,000 each claim \$ 1,000,000 annual aggregate

5.3 Commercial General Liability, Automobile and Professional Liability Insurance. Commercial General Liability insurance required under this paragraph shall be on ISA Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for a period of three (3) years after completion of the Work or such longer period as the General Contract may require and shall specifically cover as "insured contracts" the Subcontractor's indemnity obligation under this Subcontract and other contractual indemnities assumed by the Subcontractor under the General Contractors Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles. Professional Liability, if applicable to the Subcontractor's Work, shall be maintained for a period of three (3) years after completion of the Work. Any retroactive date on such Professional Liability policy shall be prior to the commencement of any Work under this Subcontract.

5.4 Umbrella Liability Insurance and "Additional Insured" Endorsements. Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy. The Subcontractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add the Contractor and Owner as "additional Insured's" with respect to liability arising out of (a) operations performed for the Contractor or the Owner by the Subcontractor, (b) acts or omissions of the Contractor or the Owner in connection with the general supervision of the Subcontractor's operations and (c) claims for bodily injury or death brought against the Contractor or the Owner by the Subcontractor's employees, or the employees of Subcontractor's subcontractors of any tier, however caused related to the performance of operations under this Subcontract. Such insurance afforded to the Contractor and the Owner and "additional insured's" under the Subcontractor's policies shall be primary Insurance and not excess over, or contributing with any Insurance purchased or maintained by the Contractor or the Owner. The "additional Insured" endorsement Subcontractor's Commercial General Liability policy shall be on ISO Form 20 26 or its equivalent.

\_\_\_\_\_ Subcontractor Initial      \_\_\_\_\_ Contractor Initial

- 5.5 Insurance Company Rating. The Subcontractor shall maintain in effect all insurance coverages required under this Subcontract, by the General Contract, at the Subcontractor's sole expense, and with insurance companies that have an A.M. Best rating of A-VII or better. If the Subcontractor fails to procure and maintain the insurance coverage set forth herein, Contractor may, but shall not be obligated to, obtain such insurance and charge all costs for such insurance to the Subcontractor.
- 5.6 Notice of Cancellation and Evidence of Insurance. All insurance policies shall contain a provision that coverage afforded thereunder shall not be cancelled, or restrictive modifications added, without thirty (30) days prior written notice to the Contractor. Certificates of Insurance shall be filed with the Contractor prior to the start of the Subcontractor's Work. Such Certificates of Insurance shall be in a form acceptable to the Contractor and shall provide satisfactory evidence that the Subcontractor has complied with all insurance requirements, including evidence that the Contractor and the Owner have been added as "additional insured's."
- 5.7 Indemnification. The Subcontractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the Work provided for in this Subcontract or occurring or resulting from the use by the Subcontractor, its agents or employees, or materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Owner, the Subcontractor, or third parties, and the Subcontractor agrees to defend, indemnify and save harmless the Contractor and the Owner, their agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Contractor or the Owner may be or claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph, and the Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage as will insure the provisions of this paragraph, to the fullest extent available.
- 5.8 Indemnification Not Limited By Workers' Compensation Acts. In any and all claims against the Contractor or the Owner or any of their agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification under this Subcontract shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under any Workers' or Workmen's Compensation acts, disability acts or other employee benefit acts.
- 5.9 Limitation of Indemnification. Nothing in this Subcontract shall require any Subcontractor who does not have design responsibility to indemnify the Contractor and Owner from and against any liability of the Architect or Engineer, their agents or employees, arising out of:
1. the preparation by the Architect or Engineer or approval by the Architect or Engineer of maps, drawings, opinions, reports, surveys, designs, or specifications, or...
  2. the giving of or the failure to give direction or Instruction required herein to be given, if any, by the Architect or Engineer, their agents or employees, provide the giving of such direction or instruction is required herein and is the primary cause of the injury or damage.
- 5.10 To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or the Project or equipment used in the performance of the Work or Project, regardless of whether such insurance is owned by or for the benefit of the Subcontractor, the Contractor, the Owner or their respective subcontractors and agents, the Contractor and the Subcontractor agree to waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its contractors, subcontractors, agents, and employees, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.
- 5.11 Any deductible amount applied to any loss payable under any builder's risk or other property insurance applicable to the Work or Project shall be borne by the Insured party whose Work is damaged in direct proportion as their individual losses shall bear to the total losses incurred in a single event, regardless of whether such loss is to Work installed and completed, to materials stored on or off site, or to materials in

\_\_\_\_\_ Subcontractor Initial      \_\_\_\_\_ Contractor Initial

transit. Neither the Contractor nor the Owner represents that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the Interests of the Subcontractor. It shall be the obligation of the Subcontractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Subcontractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.

## **ARTICLE 6**

### **Performance Bond and Labor and Material Payment Bond**

- 6.1 A Performance Bond and a Labor and Material Payment Bond in a form satisfactory to the Contractor shall be furnished in the full amount of this Agreement, if required by the Contractor. This obligation shall continue throughout the agreement and may be required at any time during the performance of Subcontractor's Work by a change under Article 4.

## **ARTICLE 7**

### **Warranty**

- 7.1 The Subcontractor agrees to promptly make good without cost to the Owner or Contractor any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents; and if no such period be stipulated in the Contract Documents, then such guarantee shall be for a period of one year from date of completion and acceptance of the Project by the Owner. The Subcontractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents, prior to final payment.

## **ARTICLE 8**

### **Contractor's Obligations**

- 8.1 The Contractor agrees that no claim for services rendered or materials furnished by Contractor to Subcontractor shall be valid unless notice is given to Subcontractor prior to furnishing of the services or material or unless written notice of the claim therefor is given by Contractor to Subcontractor not later than five (5) days after the claim originated, with the amount of the claim to be given in writing by Contractor as soon as is practicable.
- 8.2 Storage areas, if available, will be allocated by Contractor for Subcontractor's materials and equipment during the course of the Work. Locations for parking, office trailers(s), marshalling yard(s), etc. shall be submitted to and approved by Contractor. Subcontractor shall relocate, without additional cost to Contractor, said storage areas, trailers, marshalling yard(s), etc., as directed by Contractor.

## **ARTICLE 9**

### **Termination**

- 9.1 Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workman or sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to promptly correct defective Work or fail in the performance of any of the agreements herein contained, the Contractor may, at his opinion, provide such labor, materials and equipment and to deduct the cost thereof, together with all loss or damage occasioned thereby, from money then due or thereafter to become due to the Subcontractor under this Agreement.
- 9.2 If the Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of the Contractor or other subcontractors, or fail in the performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Contractor may at his option at any time after serving written notice of such default with direction to cure in a specific period, but not less than two (2) working days, and the Subcontractor's failure to cure the default, terminate the Subcontractor's employment by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the plant and work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and

attorney's fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

- 9.3 If the Contractor so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any further payments under his agreement until Subcontractor's Work has been completed and accepted by the Owner, and payment has been received by the Contractor from the Owner with respect thereto. In the event that the unpaid balance due exceeds the Contractor's cost of completion, the difference shall be paid to the Subcontractor; but if such expense exceeds the balance due, the Subcontractor agrees promptly to pay the difference to the Contractor.

**ARTICLE 10**  
**Prevailing Law**

- 10.1 This Agreement shall be governed by the law in effect in Arizona.

**ARTICLE 11**  
**Miscellaneous Provisions**

- 11.1 In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees and experts' fees paid or incurred in good faith.
- 11.2 This Master Subcontract expires on **December 31, 2011** unless modified by the parties hereto by Change Order. This agreement remains in effect for any and all work performed under any Work Authorizations executed prior to this date.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement under seal, the day and year first above written, which represents an on-going agreement between the parties hereto for potential future Work performed by Subcontractor for Contractor.

\_\_\_\_\_  
Subcontractor  
  
By \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Handwritten Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)

**TrowTiere Precision Construction, LLC.**  
\_\_\_\_\_  
Contractor  
  
By \_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
(Handwritten Name)  
  
\_\_\_\_\_  
(Title)  
  
\_\_\_\_\_  
(Date)