



MASTER AGREEMENT MASTER TERMS AND CONDITIONS BETWEEN CONTRACTOR AND SUBCONTRACTOR

The following is a master subcontractor agreement (herein "**Master Agreement**") in effect as of **MM/DD/YY** (herein "**Effective Date**") between **WAGNER-MEINERT, LLC**, 7617 Freedom Way, Ft. Wayne, IN 46818, (herein "**Contractor**") and any Subcontractor who has entered into a Subcontract Terms and Conditions Agreement with Contractor and/or has agreed in writing or verbally to perform work for Contractor.

ARTICLE 1 - THE SUBCONTRACT DOCUMENTS

1.1 The **Subcontract Documents** consist of:

- 1) This **Master Agreement** between **Contractor** and **Subcontractor**;
- 2) The **Prime Contract**, being defined herein any the contract, agreement, scope of work, and/or terms and conditions with the **Owner** of the system, project facility and/or construction site;
- 3) Any contract documents enumerated in agreements between Owner, Prime Contractor (if applicable) and Contractor including any documents, drawings, or files describing the objectives, work scope, system and/or work locations or locations, herein the **Project**, of the Owner, Prime Contractor, and/or Contractor as the case may be;
- 4) **Modifications** issued subsequent to the execution of the Prime Contract between Owner and Contractor or a subcontract between the Prime Contractor and Contractor whether issued before or after the execution of this Master Agreement;
- 5) Exhibits as listed in Article 13 of this Master Agreement;
- 6) **Subcontract Terms and Conditions** as may be entered into for Projects from time to time between the Contractor and Subcontractor, and;
- 7) **Modifications** to the **Subcontract Documents** issued after execution of this Master Agreement.

The above Subcontract Documents and applicable supporting documents, specifications, schedules, terms and conditions, and/or drawings form a **Subcontract**, and are as fully a part of the Subcontract as if attached to this Master Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

1.2 For the purposes of this agreement, the identification and designation of **Contractor** shall be as stated above and shall remain the same whether Contractor is performing work as Prime Contractor for an Owner or as a subcontractor to a Prime Contractor to the Owner. For the purposes of this agreement, **Prime Contract** (one Prime Contract) and **Prime Contracts** (more than one Prime Contract) shall have the same meaning within this agreement. **Project** (one Project) and **Projects** (more than one Project) shall have the same meaning within this agreement. **Subcontract** (one Subcontract) and **Subcontracts** (more than one Subcontract) shall have the same meaning within this agreement.

1.3 Except for Modifications, which herein are defined as written agreements, amendments, exclusions, addenda, and/or specific or special terms and conditions, as may be entered into from time to time by the Contractor and Subcontractor, this Master Agreement is valid and binding for any and all Work and Subcontracts between Contractor and Subcontractor. This Master Agreement supersedes prior negotiations, representations or agreements, either written or oral, but does not nullify nor negate any prior obligations, terms, or conditions as may have been mutually agreed to by Contractor and Subcontractor prior to this agreement. This Master Agreement remains in full force for Subcontracts until such time that it is cancelled by written termination by the Contractor or Subcontractor or until such time that a new Master Agreement is entered into and mutually agreed by Contractor and Subcontractor. Neither termination nor a renewed agreement nullifies nor modifies any prior negotiations, representations, agreements,

obligations, terms, or conditions as may have been mutually agreed to by Contractor and Subcontractor prior to this agreement including Work, Projects, and/or Subcontracts that are actively in the process of being completed.

1.4 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the standard Terms & Conditions for each individual project between the Contractor and Subcontractor will be subject to all provisions in this Master Agreement (see "Terms & Conditions of Contract").

1.5 The Subcontract may be amended or modified only by: (1) written communication from the Owner to the Contractor; (2) written communication from the Contractor to the Subcontractor, or; (3) written communication by the Subcontractor to the Contractor and subsequent written acceptance by the Contractor of any change submitted by the Subcontractor. For the purposes of the Subcontract Documents and this Subcontract, only written communication as described above shall serve as defining what are to be deemed **Modifications** to the Subcontract. The Subcontract Documents shall not be construed to create a contractual relationship of any kind: (1) between the Owner and the Subcontractor, or (2) between any persons or entities other than the Contractor and Subcontractor.

1.6 The Subcontractor shall be furnished copies of the Subcontract Documents upon request but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

ARTICLE 2 - MUTUAL RIGHTS AND RESPONSIBILITIES

2.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Master Agreement as of the Effective date of this Agreement, apply to this Agreement pursuant to Paragraph 1.2 and any/all provisions of a Prime Contract which applies to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Master Agreement, this Master Agreement shall govern.

2.2 The Contractor may require the Subcontractor to enter into agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

ARTICLE 3 - CONTRACTOR

3.1 SERVICES PROVIDED BY THE CONTRACTOR

3.1.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall expedite written responses to submittals made by the Subcontractor in accordance with Paragraph 4.1 and Article 5. As soon as practicable after execution of this Master Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor to plan and perform the Subcontractor's Work properly. The Subcontractor shall be notified promptly of subsequent changes in the construction and submittal schedules and additional scheduling details.

3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such facilities at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor.

3.2 COMMUNICATIONS

3.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Subcontract and which becomes available to the Contractor subsequent to execution of this Subcontract.

3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or material supplies unless such persons are designated as authorized representatives of the Subcontractor.

3.2.3 The Contractor shall permit the Subcontractor to request directly from the Owner information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall provide information and written notifications in the possession of the Contractor of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's adherence to safety practices and compliance with applicable regulations and laws. The Contractor makes no representations or warranties concerning the accuracy of such information. The Contractor shall be obligated to provide only such information as the Contractor possesses. The Contractor shall not be liable to the Subcontractor for any inaccuracies in such information absent an intentional omission or misrepresentation by Contractor.

3.2.5 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information in the possession of the Contractor necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include information as the Contractor may possess concerning the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein. The Contractor makes no representations or warranties concerning the accuracy of such information. The Contractor shall be obligated to provide only such information as the Contractor possesses. The Contractor shall not be liable to the Subcontractor for any inaccuracies in such information absent an intentional misrepresentation by Contractor.

3.2.6 If the Contractor asserts or defends a claim against the Owner which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor.

3.3 CLAIMS BY THE CONTRACTOR

3.3.1 If the Contract Documents allow for liquidated or other damages for delay beyond the completion date set forth in the Prime Contract, and such damages are assessed, Contractor may assess a share of the damages against Subcontractor in proportion to the subcontractor's share of the responsibility for the delay.

3.3.2 For claims related to the discovery of alleged defects, the Contractor shall endeavor to serve any claim or notice of claim within 15 days after discovery of an alleged defect for services or materials provided the Subcontractor, but the failure to serve notice does not bar the filing of an action.

3.3.3 The Contractor shall endeavor to describe any claim or notice of claim in reasonable detail sufficient to determine the general nature of each claim including delays, disruptions, and/or alleged defect and a description of the damage or loss resulting from each delay, disruption, and/or alleged defect.

3.3.4 Except in emergencies, Subcontractor is entitled to reasonable access to perform a reasonable inspection to determine the nature and cause of alleged disruptions and/or defects and the nature and extent of any corrective actions, repairs or replacements necessary to remedy each item.

3.3.5 Except in emergencies, Subcontractor shall be provided reasonable opportunity to provide a written response to the claim or notice of claim as to the results of any inspection, a statement of whether the Subcontractor, its sub-sub-contractors, its suppliers, and/or its design professionals is willing to make repairs or replace the defects or whether such claim is disputed. If repairs or replacements are to be made by the Subcontractor, its sub-sub-contractors, its suppliers, and/or its design professionals, a written description is to be provided to the Contractor of any repairs or replacements they are willing to make to remedy the alleged defects, and a timetable for completing such repairs.

3.3.6 Except in emergencies, Subcontractor shall be provided reasonable opportunity to replace or remedy each defect.

3.4 CONTRACTOR'S REMEDIES

3.4.1 If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails

within three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice, and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor.

ARTICLE 4 - SUBCONTRACTOR

4.1 EXECUTION AND PROGRESS OF THE WORK

4.1.1 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors or Owner's own forces.

4.1.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

4.1.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

4.1.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation, manufacturer or transit.

4.1.5 The Subcontractor agrees that the Contractor will have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract. The Contractor's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

4.1.6 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

4.1.7 The Subcontractor shall take necessary precautions to protect properly the Work of other subcontractors from damage caused by operations under this Subcontract.

4.1.8 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose Work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the work of the subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

4.1.9 The Subcontractor shall at all times supply a sufficient number of skilled workers to perform the work covered by the Subcontract with promptness and diligence. Should any workers performing work covered by this Subcontract engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, Contractor may, at its option and without prejudice to any other remedies it may have, after forty-eight (48) hours written notice to Subcontractor, provide any such labor and deduct the cost thereof from any monies then due or thereafter to become due Subcontractor. Further, Contractor may at its option, without prejudice to any other remedies it may have, terminate the employment of Subcontractor for the work under this subcontract, and shall have the right to enter upon the premises and take possession for the purpose of completing the work hereunder of all Subcontractor's materials, tools and equipment located thereon and to finish the work either with its own employees or other subcontractors; and in the case of such termination of the employment by Contractor, Subcontractor shall not be entitled to receive any further payments under the subcontract or otherwise but shall nevertheless remain liable for any damages which Contractor incurs. If the expenses incurred by Contractor in completing the work exceed the unpaid balance due Subcontractor, Subcontractor shall pay the difference to Contractor together with any other damages incurred by Contractor as the result of Subcontractor's default. Contractor shall have a lien upon all materials, tools and equipment located at the work site, to secure the payment of all sums due to Contractor by Subcontractor.

4.2 LAWS, PERMITS, FEES AND NOTICES

4.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

4.2.2 The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

4.3 SAFETY PRECAUTIONS AND PROCEDURES

4.3.1 The Subcontractor shall comply with safety measures initiated by the Contractor, and required by the Owner, and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor shall report to the Contractor within three days an injury to an employee or agent of the Subcontractor which occurred at the site.

4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-contractors or anyone directly or indirectly employed by them, the Subcontractor shall prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

4.3.4 The Contractor shall take all necessary precautions for the safety of the Contractor's employees on the Project and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on or about or adjacent to the Project; provided, however, nothing contained herein shall create or be interpreted as creating any duty on the part of the Contractor with respect to employees of the Subcontractor, materialmen, or other third parties providing labor and materials to the Project. It is the express intent of the parties to this Contract that the Subcontractor working on the Project shall be directly responsible for the implementation of all necessary precautions for the safety of the Subcontractor's employees on the Project. The Subcontractor shall erect and properly maintain, at all times, as required by the conditions and progress of the Project, necessary safeguards for the protection of the public.

4.4 CLEANING UP

4.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

4.4.2 If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup cost as provided under Subparagraph 3.3.

4.5 WARRANTY

4.5.1 The Subcontractor warrants to the Owner and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Subcontract and Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modification not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract and Subcontract Documents.

4.6 INDEMNIFICATION

4.6.1 To the fullest extent permitted by law, the Subcontractor shall defend, indemnify and hold harmless Contractor, the Owner and others required in the Contract Documents and their agents, invitees and other employees, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from Subcontractor's/Supplier's performance of its work under the Contract Documents, provided that such claim, damage, loss or expense: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of the Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable, regardless of whether or not the acts or omissions, negligent or otherwise, of a party indemnified hereunder, caused or contributed to such claim, damage, loss or expense. It is the intent of the parties that Subcontractor shall, to the fullest extent permitted by law, indemnify Contractor for any such claim, damage, loss or expense, including that partially attributable to the acts or omissions, negligent or otherwise, of Contractor, and to the extent not caused by the sole negligence or willful misconduct of Contractor, where such indemnification is contrary to law. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. This indemnification obligation 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 Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

4.6.2 In claims against any person or entity indemnified under this Paragraph 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Subparagraph 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractors under workers' compensation acts, disability benefit acts or other employee benefits acts.

4.7 REMEDIES FOR NONPAYMENT

4.7.1 If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within ten days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon ten additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate adjustment, be increased by the amount of the Subcontractor's reasonable cost of demobilization, delay and remobilization.

ARTICLE 5 - CHANGES IN THE WORK

5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such of Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract.

5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

5.3 The Subcontractor shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. Any such claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor to make such a timely claim shall bind the subcontractor to the same consequence as those to which the contractor is bound.

ARTICLE 6 - MEDIATION AND ARBITRATION

6.1 MEDIATION

6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceeding by either party.

6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Subcontract and the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

6.2 ARBITRATION

6.2.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Subparagraph 4.1.5 and except those waived in this Subcontract, shall be subject to arbitration. Prior to arbitration the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 6.1.

6.2.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association.

6.2.3 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

6.2.4 Limitation on Consolidation or Joinder: Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that: (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

6.2.5 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

6.2.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 - TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

7.1 TERMINATION BY THE SUBCONTRACTOR

7.1.1 The Subcontractor may terminate the Subcontractor for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, its sub-subcontractors or their agents or employees or other persons performing portions of the Work under Contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including

reasonable overhead, profit and damages.

7.2 TERMINATION BY THE CONTRACTOR

7.2.1 If the Subcontractor fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within three days after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, after three days following receipt by the Subcontractor of an additional written notice and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor.

7.2.2 If the Owner terminates the Contract for the Owner's convenience, the Contractor shall deliver written notice to the Subcontractor. Upon receipt of written notice of termination by Owner, the Subcontractor shall: (1) cease operations as directed by the Contractor in the notice, and; (2) take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work. In case of termination for the Owner's convenience, the Subcontractor shall be entitled to submit an application for payment for Work executed for cost incurred by reason of such termination along with reasonable overhead and profit on the Work not executed. The Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner in accordance with Article 8 herein.

7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the contractor, the Subcontractor shall be entitled to an equitable adjustment by way if a Modification to the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption.

7.3.2 No adjustment or Modification shall be made to the extent that: (1) performance is, was or would have been so suspended, delayed or interrupted by another cause for which the subcontractor is responsible; (2) an equitable adjustment or Modification is made or denied under another provision of this Subcontract.

7.4 ASSIGNMENT OF SUBCONTRACT

7.4.1 In the event of termination of the Prime Contract by the Owner, whether Contractor is performing as Prime Contractor to Owner or as subcontractor for a Prime Contractor for the Owner, the Contractor may assign this Subcontract to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted.

7.4.2 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written notification to the Contractor.

ARTICLE 8 - PROGRESS PAYMENTS

8.1 Based upon application for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Owner, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided in this Article 8 and elsewhere in the Subcontract Documents.

8.2 Unless the Contractor provides Owner with a payment bond in the full penal sum of the Contract Sum, the Contractor shall have the right to hold payments to the Subcontractor if and when Contractor receives notice and determines, at its sole discretion, that payments have been or are being unreasonably withheld by the Subcontractor from sub-subcontractors who performed work or suppliers who furnished materials, or both, as part of the Subcontract. Similarly, unless the Subcontractor provides Owner and/or Contractor with a payment bond in the full penal sum of the Subcontract Sum, the Subcontractor shall hold payments to a sub-subcontractor if and when

Subcontractor receives notice and determines, at its sole discretion, that payments have been or are being unreasonably withheld by the sub-subcontractor from its subcontractors who performed work or suppliers who furnished materials, or both, as part of the Subcontract. Nothing contained herein shall require money to be placed in separate account and not commingled with money of the Contractor or Subcontractor, nor shall it create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

8.3 The period covered by each application for payment shall be one calendar month ending on the last day of the month.

8.4 Provided the Subcontractor's application for payment is received by the Contractor not later than the 25th day of a month or as otherwise stated and agreed to as the Progress Payment Due Date in the Subcontract Terms and Conditions agreement, the Contractor shall include the Subcontractor's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Owner. The Contractor shall pay the Subcontractor each progress payment within fifteen (15) working days after the Contractor receives payment from the Owner. If the Contractor does not issue a certificate for payment to the Owner for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor on demand, a progress payment computed as provided in this Article 8.

8.5 If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Owner.

8.6 Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment.

8.7 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

8.8 Retainage, if any, and associated reduction thereto will be delineated in the Subcontract Terms & Conditions of each project.

8.9 Subject to provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

8.9.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor. Pending final determination of cost to the Contractor of changes in the Work which have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted.

8.9.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less retainage required to be applied to such materials and equipment in the Contractor's application for payment.

8.9.3 Subtract the aggregate of previous payments made by the Contractor; and

8.9.4 Subtract amounts, if any, calculated under Subparagraph 8.9.1 or 8.9.2 which are related to Work of the Subcontractor for which the Contractor has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor.

8.10 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

8.11 SUBSTANTIAL COMPLETION: When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by Subcontractor, make prompt application for payment for such Work. Within 30 days following issuance by the Contractor of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payments to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 9 - FINAL PAYMENT

9.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, The Contractor has issued a certificate for payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within three working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

9.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

ARTICLE 10 - INSURANCE AND BONDS

10.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

COVERAGE	LIMITS OF LIABILITY
Comprehensive General Liability	Bodily Injury - \$1,000,000 Property Damage - \$1,000,000
Comprehensive Auto	Bodily Injury - \$1,000,000 Property Damage - \$1,000,000
Workers Compensation STATUTORY	Legal Limit - \$100,000
Excess Liability	Umbrella - \$5,000,000

10.2 Coverage's, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment of Subcontractor.

10.3 Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 10 shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor. If any of the foregoing insurance coverage's are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage's shall be submitted with the final application for payment as required in Article 9. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

10.3.1 As a requirement of this Master Agreement entered into by Contractor and Subcontractor, a current Certificate of Insurance from the Subcontractor with **WAGNER-MEINERT, LLC** named and provided for as additional insured for primary and noncontributory coverage for General Liability, Auto Liability and Excess Liability in accordance with this Article (**SEE EXHIBIT A**), herein referred to as the "Certificate of Insurance for the Master Agreement", must be on file in WAGNER-MEINERT, LLC's home office before Work for the Contractor by the

Subcontractor commences. In addition to the Certificate of Insurance for the Master Agreement, the Contractor shall from time-to-time as required or necessary for a Project or Owner, require that the Subcontractor provide a special or specific Certificate of Insurance including but not limited to instances whereby the Owner and Wagner-Meinert, LLC listed as additional insured. In such instances whereby a special or specific Certificate of Insurance is required or requested by the Contractor, the primary and noncontributory coverage(s) for General Liability, Auto Liability and Excess Liability may be more or higher than coverage or coverage amounts delineated in this Article 10 or in Exhibit A. The Contractor will inform the Subcontractor of additional or revised requirements in any request for a special or specific Certificate of Insurance which must be on file in WAGNER-MEINERT, LLC's home office before Work for the Contractor by the Subcontractor on the Project requiring a special or specific Certificate of Insurance commences. If the Subcontractor commences Work for a Project whereby a special or specific Certificate of Insurance has been requested by Contractor but Subcontractor fails to provide a Certificate of Insurance adhering to Contractor's special request, the coverage liability and coverage amount liability shall be in full force and effect for the Subcontractor in accordance with the Contractor's request for the special or specific Certificate of Insurance. A specific or special Certificate of Insurance applies only to the Project and/or owner for which it has been requested. For all other Projects and/or Owners, in the absence of a special or specific request for a special or specific Certificate of Insurance, the Certificate of Insurance for the Master Agreement as submitted by the Subcontractor as "current" for Exhibit A shall be valid and in full force and effect as part of this Master Agreement for any work performed by the Subcontractor for the Contractor.

10.4 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

10.5 Performance Bond and Payment Bond, if any, will be included in the "Terms & Conditions" of each project.

10.6 PROPERTY INSURANCE

10.6.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of any property and equipment policies in effect for the Project.

10.6.2 If property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work.

10.7 WAIVERS OF SUBROGATION

10.7.1 The Contractor and Subcontractor 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, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damage.

10.8 ADDITIONAL INSURED AND WAIVER OF SUBROGATION

10.8.1 **Wagner-Meinert, LLC** and Owner are added as additional insured in regards to General Liability, Auto Liability, and Excess Liability. Coverage is primary and noncontributory. Waiver of Subrogation applies in favor of Wagner-Meinert, LLC regarding Workman's Compensation, General Liability, Auto Liability, and Excess Liability. General Aggregate is per project.

ARTICLE 11 – EQUIPMENT, TEMPORARY FACILITIES AND WORKING CONDITIONS

11.1 Except as mutually agreed by written Modification, the Subcontractor shall be responsible for furnishing, securing, and maintaining any equipment, temporary facilities, temporary offices, trash receptacles, and other services necessary for the Subcontractor's employees, sub-subcontractors, and suppliers to perform Work for the Subcontractor in accordance with Subcontract Documents and to the acceptance of the Contractor and/or Owner. Except as mutually agreed by written Modification, the Subcontractor shall be responsible for any associated costs for the above equipment, temporary facilities, temporary offices, trash receptacles, and other services. In the event

Subcontractor does not provide adequate equipment, temporary facilities, temporary offices, trash receptacles, and other such services as agreed in this Article or as agreed by written Modification, Contractor shall have the right to demand immediate adherence by the Subcontractor and, absent immediate adherence, demand payment or Contract Sum adjustment from the Subcontractor if the Contractor incurs costs related to the provision of such equipment, temporary facilities, temporary offices, trash receptacles, and other such services.

11.2 Subcontractor shall be responsible for notifying its employees, sub-subcontractors, suppliers, and others providing work, services, and/or materials for the Project for the Subcontractors, and assuring compliance therein, as to the following **Work Conditions**:

11.2.1 Subcontractor shall provide daily clean-up. Food and beverages will not be allowed on the jobsite other than in designated lunch/break areas.

11.2.2 Smoking will be permitted ONLY in approved areas designated by Contractor and Owner.

11.2.3 Contractor's Safety Program and Owner's Safety Program are in effect on Projects. Subcontractor shall be responsible for notifying its employees, sub-subcontractors, suppliers, and others providing work, services, and/or materials for the Project and for assuring adherence to these Safety Programs thereof. As part of complying with Contractor's Safety Program, Subcontractor is responsible for reading, understanding and complying with the requirements, policies and guidelines of Exhibits B through E of this Master Agreement.

11.2.3 Subcontractor shall provide MSDS information for materials provided by Subcontractor as part of a Project, including any and all materials on the jobsite provided by Subcontractor or its subcontractors, sub-subcontractors, and material suppliers. MSDS information shall be available to all workers at all times and, if applicable, maintained in an area so designated by Contractor and/or Owner.

11.2.4 NO SIGNAGE will be allowed on the jobsite other than that as provided by Contractor or Owner. If a job trailer is warranted, and approved by Contractor's project manager for this project, the company who is responsible for the trailer may have signage identifying their company on the trailer only. In any event, all signage must be approved by Contractor prior to arriving on the jobsite.

ARTICLE 12 - MISCELLANEOUS PROVISIONS

12.1 Where reference is made in this Master Agreement to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents provided that such other Subcontract document is not inconsistent with the language of this Master Agreement or the Prime Contract. To the extent of any inconsistencies between the Subcontract Documents and the Master Agreement, the Master Agreement shall prevail. To the extent of any inconsistencies between the Master Agreement, including the Subcontract Documents, and the Prime Contract, the Prime Contract shall prevail

12.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

12.4 The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7, including damages for principal office expenses(which includes unabsorbed principal office expenses) and the compensation of personnel stationed there; for loss of financing, business and reputation; and for loss of profit..

12.5 If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the losing or defaulting party shall pay to the prevailing party reasonable attorney's fees, costs, and expenses incurred in connection with the prosecution or defense of the action.

12.6 This Contract shall be construed in accordance with, and governed by, the laws of the State of Indiana. If there is a lawsuit, the parties agree to submit to the jurisdiction of the courts of Allen County, the State of Indiana.

ARTICLE 13 - NUMERATION OF EXHIBITS AS PART OF SUBCONTRACT DOCUMENTS

13.1 Exhibits for this Master Agreement, forming part but not all of the Subcontract Documents and thereby part of the Master Agreement and Conditions of the Subcontract for any work performed by the Subcontractor for the Contractor, are as follows:

Exhibit A – Certificate of Insurance Example

This Master Agreement is an integral part of any Subcontract Terms and Conditions Agreement and applies to any Work performed by the Subcontractor as part of a Subcontract or any other work performed by a Subcontractor for the Contractor.

Exhibit A

Certificate of Insurance Example



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2013

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 Agent Agent Address City St ZIP	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A :PROPERTY & CAS INS LTD US 10449 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Subcontractor Mailing Address City St ZIP	

COVERAGES CERTIFICATE NUMBER: 612543104 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/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GL Policy #	1/1/2013	1/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" 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	Y	Y	Auto Policy #	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	UMB Policy #	1/1/2013	1/1/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC Policy #	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Leased Equipment Professional Liability			Policy # Policy #	1/1/2013 1/1/2013	1/1/2014 1/1/2014	Limit Limit Per Policy Per contract

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Wagner-Meinert, LLC is added as an additional insured with respects to General Liability, Auto Liability and Excess Liability. Coverage is Primary & Noncontributory. Waiver of subrogation applies in favor of Wagner-Meinert, LLC with regards to Work Comp, General Liability, Auto Liability, and Excess Liability. General Aggregate applies per project.

CERTIFICATE HOLDER Wagner-Meinert, LLC Attn: Joe Deeter 7617 Freedom Way Fort Wayne IN 46818	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joe Deeter</i>
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