



ADDENDUM [REDACTED] TO SUBCONTRACT
BETWEEN CG SCHMIDT, INC.
AND
[REDACTED]

Subcontract No. [REDACTED]

- First page, delete first sentence under Summary of Terms and replace with “**THIS SUBCONTRACT (“Subcontract”)** is made as of the above date between CG Schmidt, Inc., Arizona License Number Arizona ROC #344957, 11777 West Lake Park Drive, Milwaukee, WI 53224 (“**CGS**”), and the following subcontractor (“**Subcontractor**”).”.
- Article 3, Paragraph 3.12, delete in its entirety and replace with “**Intentionally Deleted.**”
- Article 3, Paragraph 3.18, delete in its entirety and replace with “**Sales and Use Tax Exemption.** If attached to this Addendum, Subcontractor acknowledges receipt of CGS’s Contractor’s Certificate (Arizona Form 5005) with respect to the transaction privilege tax exemption. Subcontractor shall provide a copy of this form and Subcontractor’s Arizona Form 5005 or Arizona Form 5009L (as applicable) to any of its sub-subcontractors and suppliers. To the extent permitted by law, Subcontractor shall not charge CGS for, and the Subcontract Amount does not include taxes on the Work. If the Subcontractor does not have a TPT number, and CGS’s Contractor’s Certificate (Arizona Form 5005) is not attached, Subcontractor will provide all information to CGS as required by Arizona Form 5009L. Subcontractor is responsible for compliance with all state laws related to sales, use or similar taxes.”.
- Article 6, Paragraph 6.5.5, delete and replace with “delay in performance of the Work where CGS reasonably concludes the Work will not be completed as required by the Subcontract Time as security for damages that may be sustained by CGS as a result of the Subcontractor’s delay;”.
- Article 6, Paragraph 6.5.6, delete and replace with “Subcontractor’s failure to provide documentation required under this Subcontract; and/or,.”.
- Article 6, Add Paragraph 6.5.7 “as permitted under § 32-1183(C) of the Arizona Revised Statutes.”.
- Article 6, Add Paragraph 6.5.1 “TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR AGREES AND ACKNOWLEDGES THAT RECEIPT OF PAYMENT, BY CGS FROM THE PROJECT OWNER IS AN EXPRESS CONDITION PRECEDENT OF CGS’ OBLIGATION TO MAKE PAYMENT TO SUBCONTRACTOR.”.
- Article 6, Add Paragraph 6.6.1 “TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR AGREES AND ACKNOWLEDGES THAT RECEIPT OF PAYMENT, BY CGS FROM THE PROJECT OWNER IS AN EXPRESS CONDITION PRECEDENT OF CGS’ OBLIGATION TO MAKE PAYMENT TO SUBCONTRACTOR.”.
- Article 6.9, delete and replace with “**Lien Waivers and Affidavits.** If required in the Summary of Terms of this Subcontract, or if requested by CGS, and within seven (7) days after receipt of any progress payment from CGS, Subcontractor shall submit to a corresponding lien waiver in such form as is required by state law, if applicable, or, if the state does not dictate the form of lien waiver required to be used on the Project, the form as attached in Exhibit C. If required in the Summary of Terms of this Subcontract, or if requested by CGS, Subcontractor shall also submit the following additional information with its Affidavit:
 - .1 for all progress payments after the initial progress payment, a completed a corresponding complete lien waiver in such form as required by state law, if applicable, or, if the state does not dictate the form of lien waiver to be used on the Project the form attached to this Subcontract as Exhibit C-1 for any portion of the Work performed by any sub-subcontractor or supplier identified in Subcontractor’s last preceding Affidavit having an aggregate contract amount including change orders, equal to or greater than ten thousand dollars (\$10,000);
 - .2 for all progress payments after the initial progress payment, on any portion of the Work performed by the Subcontractor, or any of its subcontractors or suppliers of any tier, identified in Subcontractor’s last preceding Affidavit, that utilized workers that are members of any trade union, or subject to any union benefit plan or collective bargaining agreement, Subcontractor shall supply a waiver in a form satisfactory to CGS from such trade union and/or the party administering each such benefit plan or collective bargaining agreement (collectively, a “Waiving Union Party”), in which the Waiving Union Party waives all lien rights attributable to contributions required under union contracts for labor costs paid through the previous progress payment (a “Union Waiver”).

CGS reserves the right to withhold progress payments until the requirements of Paragraph 6.9 are fulfilled.”.

- Article 6.10, delete and replace with "**Final Payment.** Subcontractor's final payment waiver shall be unconditional and cover the entire Work, as may be amended. With the submission of the final Subcontractor Application for Payment, a corresponding complete lien waiver in such form as is required by state law, if applicable, or, if state law does not dictate the form of lien waiver required to be used on the Project, the form attached to this Subcontract as Exhibit C-2 must be completed, executed and attached. If requested by CGS, Subcontractor also shall revise, execute and submit its sworn statement as provided to reflect any changes in sub-subcontractor(s) or supplier(s) of any tier furnishing any portion of the Work. If requested by CGS, Subcontractor shall also submit final Union Waivers for each Waiving Union Party that supplied Union Waivers during construction of the Work. Final payment will only be made after the Subcontractor has completed the Work consistent with the Subcontract Documents, the Project Architect has issued a "Certificate of Substantial Completion" covering Subcontractor's completed Work, and CGS has received final payment from the Project Owner for Subcontractor's Work.".
- Article 6.12, delete and replace with "**Audit.** CGS shall have access at all reasonable times to audit Subcontractor's Project financial records, personnel and Project records necessary for confirming costs of the Work or Change Orders to the extent performed on a time and materials or cost plus fee basis, for compliance with Section 3.18 herein or as otherwise required under the Subcontract Documents.".
- Article 9.1, delete and replace with "**Scope of Warranty.** Subcontractor warrants that its Work shall be free of defects and shall be performed in conformity to the requirements of the Subcontract Documents. Subcontractor warrants its Work for conformance with the Subcontract Documents and against any defects in materials and/or workmanship for the period(s) called for in the Subcontract Documents or for twelve (12) months, whichever is longer, commencing on the date of the written final acceptance of the Project by the Project Owner. Unless other requirements are specified in the Subcontract Documents, Subcontractor shall furnish three (3) copies of its written special warranties ("**Warranty**") with its final Application for Payment. CGS' failure to collect such Warranty, or CGS' receipt of a non-conforming Warranty without objection as to its terms, shall not waive or limit Subcontractor's obligations to provide Warranty compliant with the terms of this Subcontract."

CG Schmidt, Inc.

(Signature)

(Signature)

(Printed Name)

Nicole C. Barham

(Printed Name)

(Title)

Risk Manager

(Title)

(Date)

(Date)