

PIZZAROTTI IBC

SUBCONTRACT AGREEMENT

This Subcontract Agreement ("Agreement") is made effective as of the 8th day of December, 2016, by and between Pizzarotti-IBC, LLC ("CM") and [REDACTED] ("Subcontractor").

1. CM and Subcontractor.

CM has been retained by [REDACTED] REALTY, LLC (the "Owner") to perform construction management services for construction of the project located at 527 West 27th Street New York, New York ("Project", "Site", or "Premises").

1.1. CM, acting as an independent contractor and not as an agent of the Owner, retains Subcontractor to perform the Scope of Work pursuant to the terms and conditions set forth in this Agreement.

2. Scope of Work and Subcontractor Responsibilities.

2.1. Subcontractor agrees to perform the work, provide labor, materials, supplies, supervision, equipment, scaffolding, layouts, engineering, shop drawings, permits, temporary utilities, accessories, tools, services, overtime, testing, transportation, unloading, handling, hoisting, applicable taxes, insurance and all other items required in connection with the satisfactory performance, execution and completion of the Project as set forth more fully in Subcontractor's referencing of the Project Schedule Exhibit A (collectively, "Work") in strict accordance with this Agreement and the contract documents listed in Exhibit B annexed hereto (the "Contract Documents").

2.2. The Subcontractor acknowledges and agrees that the Construction Manager, and following an assignment to the Owner, the Owner shall have the right to assign this Agreement to any party designated by the Owner ("Subcontract Assignee"), and upon and after any such assignment Subcontractor shall render full performance hereof to such Subcontract Assignee and such Subcontract Assignee shall succeed to all of the Construction Manager's obligations hereunder arising from and after such assignment. Upon an assignment of this Agreement by the Owner, the Owner shall be deemed released from any and all liability under this Agreement provided that the assignee thereunder is acceptable to the Subcontractor, in the exercise of its reasonable judgment.

With respect to the Work to be performed and furnished by the Subcontractor hereunder, the Subcontractor agrees to be bound to the Construction Manager by each the terms and provisions of the Construction Management Agreement and the other Contract Documents, and to assume toward the Construction Manager all of the duties, obligations and responsibilities that the Construction Manager by the Construction Management Agreement and those other Contract Documents assumes toward the Owner, and the Subcontractor agrees further that the Construction Manager shall have the same rights and remedies as against the Subcontractor as the Owner under the terms and provisions of the Construction Management Agreement and other Contractor Documents has against the Construction Manager with the same force and effect as though every such duty, obligation, responsibility, right or remedy were set forth herein in full.

The Construction Management Agreement shall continue to be a Contract Document and incorporated herein and a part thereof, and subcontractor shall continue to be bound by the Construction Management Agreement, as provided in the immediately preceding paragraph, notwithstanding any termination, expiration or cancellation of the Construction Management Agreement, or the assignment or reassignment of the Construction Management Agreement by the Construction Manager or the Owner.

2.3. The Work shall be performed in accordance with all applicable local, state, and federal codes, laws and regulations (including but not limited to, the Occupational Safety and Health Act of 1970 and all additions and modifications thereafter, collectively "OSHA") and in accordance with the Contract Documents. In the event that any such code, law, or regulation imposes a greater requirement or stricter limitation than that specified in the Contract Documents, or vice versa, the greater requirement or stricter limitation shall control. Subcontractor shall verify that the Work listed in the Contract Documents meets all applicable codes and regulations. If the Work does not, Subcontractor shall notify CM in writing of such discrepancies prior to commencing the Work. Subcontractor shall be liable to repair or rebuild any portion of the Project at its own expense if Subcontractor fails to provide such notification to CM prior to such Work being performed or ordered.

2.4. Subcontractor represents that it has visited and carefully examined the Site and is familiar with the existing conditions and difficulties that may affect the execution of its Work, and has taken these factors into consideration

Sub-Contractor Initials

