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| CONTRACT ID |
| FEDERAL PROJECT NO. (if applicable) |

SUBCONTRACT

Complete and return pages 1 and 3 to the Administrating Engineer.

| | |
|---------------|-------------------|
| VENDOR NUMBER | PRIME CONTRACTOR |
| VENDOR NUMBER | SUBCONTRACTOR |
| VENDOR NUMBER | SUB-SUBCONTRACTOR |

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| TOTAL DOLLAR VALUE OF SUBCONTRACT \$ _____ | *TOTAL DOLLAR VALUE OF SAME BID ITEMS IN CONTRACTOR'S PROPOSAL <small>(This amount is used to calculate the 60% contract maximum allowable to subcontract)</small> \$ _____ <small>*In case of a "Partial Item of Work" or "Lump Sum", only include that portion to be performed by the subcontractor.</small> |
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In the event of a discrepancy in the contract between the Contractor and the Michigan Department of Transportation covering this project, and this subcontract, the contract between the Contractor and the Michigan Department of Transportation will govern and be the basis for any and all decisions.

PRIME CONTRACTOR

I hereby certify that this subcontract is complete and accurate as executed between the parties shown above and that all required attachments, including but not limited to required wage rates and addenda to the proposal are included. I have provided copies of the required attachments to the subcontractor listed above. I have reviewed the information on the form and it is a complete and accurate statement of the work to be performed under this subcontract. This subcontract is in accordance with the current requirement of Section 108.01 of the Standard Specifications for Construction that not less than 40% of the work under the prime contract be performed by my own forces, and is also in accordance with the DBE Participation Plan submitted for this project, if applicable.

| | | |
|-----------|--------------|------|
| SIGNATURE | NAME & TITLE | DATE |
|-----------|--------------|------|

SUBCONTRACTOR

I, as the subcontractor, certify that I am prequalified or certified, as required, with the Michigan Department of Transportation to perform those items of work to be performed under this subcontract. I have received from the prime contractor all copies of required attachments, including but not limited to required wage rates and addenda to the proposal.

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|-----------|--------------|------|
| SIGNATURE | NAME & TITLE | DATE |
|-----------|--------------|------|

SUB-SUBCONTRACTOR

| | | |
|-----------|--------------|------|
| SIGNATURE | NAME & TITLE | DATE |
|-----------|--------------|------|

ADMINISTRATING ENGINEER USE ONLY

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|---------------------------|
| DATE RECEIVED BY ENGINEER |
|---------------------------|

THIS AGREEMENT*, MADE THIS _____ DAY OF _____, 20____, BY AND BETWEEN
PRIME CONTRACTOR

| | | | | |
|---------|--------|------|-------|----------|
| ADDRESS | Street | City | State | Zip Code |
|---------|--------|------|-------|----------|

AND
SUBCONTRACTOR

| | | | | |
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| ADDRESS | Street | City | State | Zip Code |
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AND
SUB-SUBCONTRACTOR

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| ADDRESS | Street | City | State | Zip Code |
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The subcontractor, in consideration of the payment or payments hereinafter specified, agrees to furnish all necessary machinery, tools, apparatus and other means of construction, do all the work, furnish all materials except as otherwise specified and to complete in strict accordance with the contract between the Michigan Department of Transportation and/or airport owner and the prime contractor, the work herein described.

DESCRIPTION OF WORK - General statement of the location and type of work to be performed by the subcontractor:

PROGRESS SCHEDULE

It is further understood and agreed that the timely completion of work tasks is a crucial element of this contract, and that the work shall be so conducted and supervised by the subcontractor as to insure its completion in accordance with the following schedule. Each item of work to be completed on or before the date indicated below:

* If this subcontract is received and reviewed prior to award of the prime contract, this subcontract will be considered void if for whatever reason, the prime contract is not awarded.

Authorization and payment for unforeseen contingencies shall be as provided by that Resolution of the State Administrative Board relating to Department of Transportation Construction and Maintenance contracts in effect when bids were received for this project.

In connection with the performance of this contract, the prime contractor and the subcontractor agree to comply with the provisions of the State of Michigan "Prohibition of Discrimination in State Contracts" as set forth in Appendix A, and with the Civil Rights Act of 1964 (78 Stat. 252) as set forth in Appendix C, attached and made a part hereof. In the event the project work covered by this contract involves the use of Federal funds, the prime contractor and the subcontractor further agree to comply with the Regulations of the U.S. Department of Transportation (49 C.F.R. Part 26.21), and with the provisions of the Required Contract Provisions Federal-Aid Construction Contracts (Form FHWA-1273) which shall be attached and made a part hereof for all Federally assisted Michigan Department of Transportation projects or the Michigan Department of Transportation Aeronautics-Airports Program Federal Requirements which shall be attached and made a part hereof for all Federally assisted Michigan Department of Transportation, Bureau of Aeronautics projects.

All work will be to the complete satisfaction of the Michigan Department of Transportation. Bureau of Aeronautics projects work shall be done under the direct supervision of the owner and to the complete satisfaction of the owner and the Michigan Aeronautics Commission, for the Michigan Department of Transportation.

It is specifically understood and agreed that the subcontractor will present satisfactory evidence to the prime contractor prior to the beginning of work, that: Workmen's Compensation Insurance has been obtained and is in full force and effect covering all employees performing work hereunder, and Comprehensive General Liability insurance is in full force and effect covering bodily injury and property damage; and that both will be kept in full force and effect until the work herein contracted for has been fully completed.

It is understood and agreed that the prequalification of the subcontractor pursuant to 1933 P.A. 170, or the certification of the subcontractor pursuant to 49 C.F.R. Part 26 does not constitute a guarantee or warranty of the subcontractor's ability to perform or complete the work contained herein.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts, Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or cases of action for damages sustained by the State of Michigan or the Michigan Department of Transportation, with regard to claims based on goods or services that were used to meet its obligations to the Contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, due to any violation of 15 USC §§ 1-15 or 1984 PA 274, MCL 445.771-.788, excluding § 4a, to the State of Michigan as a third-party beneficiary. The subcontractor agrees to irrevocably assign its rights to pursue any claims for relief or causes of action for damages sustained.

The subcontractor shall notify the Michigan Department of Transportation if it becomes aware that an antitrust violation, with regard to claims based on goods or services that were used to meet its obligation to the contractor and/or the Contractor's obligation to the Michigan Department of Transportation under this contract, may have occurred, or is threatened to occur. The subcontractor shall also notify the Michigan Department of Transportation if it becomes aware of any person's intent to commerce, or commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the contractor's obligation to the Michigan Department of Transportation under this contract.

SUBCONTRACT CHECK SHEET

SUBCONTRACTORS MUST HAVE ON FILE WITH CONTRACT SERVICES:

PREQUALIFICATION AND/OR CERTIFICATION, AS REQUIRED. **EXCEPTION: PROJECT OR SPECIFIC ITEM OF WORK IS "PREQUALIFICATION WAIVED".**

SUBCONTRACT AND SUB-SUBCONTRACT FORM PREPARATION:

USE ONLY MDOT SUBCONTRACT FORM 1302A. THIS FORM MAY BE ACCESSED AT MDOT'S PUBLIC FORMS PAGE VIA THE FOLLOWING URL: <http://mdotwas1.mdot.state.mi.us/public/webforms/>

SUBMIT COVER SHEET AND LINE ITEM SHEET OF EACH SUBCONTRACT OR SUB-SUBCONTRACT TO THE ADMINISTRATIVE ENGINEER.

COVER SHEET:

ENTER CONTRACT ID AND FEDERAL PROJECT NUMBER.

ENTER PRIME, SUBCONTRACTOR AND SUB-SUBCONTRACTOR CODE NUMBER AND PREQUALIFIED OR CERTIFIED NAME.

ENTER TOTAL DOLLAR VALUE OF SUBCONTRACT OR SUB-SUBCONTRACT.

ENTER DOLLAR VALUE OF SAME BID ITEMS IN CONTRACTOR'S PROPOSAL. **IN CASE OF A "PARTIAL ITEM OF WORK" OR "LUMP SUM" ONLY INCLUDE THAT PORTION TO BE PERFORMED BY THE SUBCONTRACTOR. (THIS AMOUNT IS USED TO CALCULATE THE 60% CONTRACT MAXIMUM ALLOWABLE TO SUBCONTRACT.)**

ITEM PAGE:

ENTER LINE NUMBER, ITEM CODE, ITEM OF WORK, QUANTITY, UNIT PRICE AND TOTALS.

DESIGNATE ON THE SPECIFIC LINE ITEM IF THE SUBCONTRACTOR OR SUB-SUBCONTRACTOR IS PERFORMING ONLY PARTIAL WORK FOR THAT ITEM. DESIGNATE WHAT WORK THE "PARTIAL" REPRESENTS.

SIGNATURE PAGES:

ORIGINAL SIGNATURE OF PRIME, SUBCONTRACTOR AND SUB-SUBCONTRACTOR.

REQUIRED SUBCONTRACT ATTACHMENTS:

PROMPT PAYMENT SPECIAL PROVISION (03 SP 109 A)
NOTICE TO BIDDER 03 NB 14
APPENDIX A
APPENDIX C
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY
(FEDERAL FUNDED PROJECTS ONLY) – SUBCONTRACTS OVER \$10,000
FHWA-1273 (FEDERALLY FUNDED PROJECTS ONLY) OR MDOT AERONAUTICS-AIRPORTS
PROGRAM REQUIREMENTS (FEDERALLY FUNDED AERONAUTICS PROJECTS ONLY)
APPLICABLE WAGE RATE SCHEDULE(S)