

Agreement Between Contractor and Subcontractor (Short Form contract in conjunction with MGE MSA)

This agreement is made this day of _____, by and between CONTRACTOR, MGE Underground, Inc. at P.O. Box 4189, Paso Robles, California 93447 and SUBCONTRACTOR _____.

PROJECT: _____

OWNER: MGE Underground, Inc.

1. **SUBCONTRACTOR WORK:** To the extent of terms of the agreement between OWNER and CONTRACTOR (Prime Agreement), apply to the work of SUBCONTRACTOR, CONTRACTOR assumes towards SUBCONTRACTOR all obligations, rights, duties, and redress that OWNER assumes towards CONTRACTOR. In an identical way, SUBCONTRACTOR assumes toward CONTRACTOR all obligations, rights, duties, and redress that CONTRACTOR assumes toward OWNER and others under the Master Service Agreement. In the event of conflicts or inconsistencies between provisions of this agreement and the Master Service Agreement, this agreement shall govern. SUBCONTRACTOR shall perform subcontract work under the general direction of CONTRACTOR and shall cooperate with CONTRACTOR so CONTRACTOR may fulfill obligations to the OWNER. SUBCONTRACTOR shall provide subcontract work in accordance with the schedule as applicable SUBCONTRACTOR shall give timely notices to authorities pertaining to subcontract work and shall be responsible for all permits, fees, licenses, assessments, inspections, testing and taxes necessary to complete subcontract work.

2. **SUBCONTRACT AMOUNT:** The CONTRACTOR agrees to pay SUBCONTRACTOR for satisfactory and timely performance and completion of subcontract work. Lump sum price or Unit price work breakdown will be as follows:

3. **SCOPE OF WORK:**
 - 3.1 INCLUSIONS:

 - 3.2: EXCLUSIONS:

4. **EXHIBITS:** The following exhibits are incorporated by reference and made part of this agreement.
 - EXHIBIT A:** Master Service Agreement. The Master Service Agreement is incorporated by reference and is available upon request.

 - EXHIBIT B:** Preliminary Project Schedule if applicable.

5. **SAFETY:** To protect persons and property, SUBCONTRACTOR shall establish a safety program implementing safety measures, policies and standards conforming to (1) those required or recommended by governmental and quasi-governmental authorities having jurisdiction and (2) requirements of this agreement. SUBCONTRACTOR shall keep project site clean and free from debris resulting from subcontract work.
 - 5.1 PERSONAL SAFETY:** Contractor requires all persons on the project to employ personal protective equipment (PPE). PPE shall include but not be limited to: hardhat, high visibility garment (ANSI/ISEA 107-2010, class 2 or 3,

Level 2). For any roadway(s) with speeds exceeding 50 MPH, high risk environments, and any work performed during hours of darkness, a minimum Class 3 high visibility garment shall be used. Safety glasses (ANSI Z87+) shall be worn at all times, along with protective toe work boots. Also task specific PPE (such as hearing protection, FR rated clothing as required) shall be used as applicable. SUBCONTRACTOR shall ensure all persons employed or associated with the SUBCONTRACTOR comply with these requirements at all times.

5.2 SAFETY PROGRAM: Subcontractor shall hold daily tailboard safety meetings involving all field employees and/or attend contractor's tailboard meetings depending on crew locations. Contractor's representatives will consult with subcontractor on safety and QA/QC topics on an ongoing basis. SUBCONTRACTOR agrees to cooperate and actively participate and adopt CONTRACTOR safety program, taking part in orientations and periodic safety meetings.

6. **ASSIGNMENT:** SUBCONTRACTOR shall not assign the whole or any part of subcontract work or this agreement without written approval of CONTRACTOR.
7. **TIME:** Time is of the essence for both parties. The parties agree to perform their respective obligations so the project may be completed in accordance with this agreement.

7.1 The SUBCONTRACTOR will be scheduled to perform work throughout the project. In consultation with SUBCONTRACTOR, CONTRACTOR will schedule for performance of SUBCONTRACTOR'S work during the project. SUBCONTRACTOR shall provide CONTRACTOR with any scheduling information proposed by SUBCONTRACTOR for subcontract work and shall revise and update as the project progress. CONTRACTOR and SUBCONTRACTOR shall be bound by the timelines agreed to. The schedule and all subsequent changes and additional details shall be submitted to SUBCONTRACTOR reasonably in advance of required performance. CONTRACTOR shall have the right to determine and, if necessary, change the time, order and priority in which various portions of subcontract work shall be performed and all other matters relative to subcontract work.
8. **CHANGE ORDERS:** When CONTRACTOR orders, in writing, SUBCONTRACTOR, without nullifying this agreement, shall make any and all changes in subcontract work, which are within the general scope of this agreement. Any adjustments in the subcontract amount or time of performance shall be authorized by a change order. No adjustments shall be made for any changes performed by SUBCONTRACTOR that have not been ordered by CONTRACTOR. A change order is a written instrument prepared by CONTRACTOR and signed by SUBCONTRACTOR agreement the change in subcontract work.
9. **INDEMNITY:** To the fullest extent permitted by law the SUBCONTRACTOR shall indemnify and hold harmless the CONTRACTOR, the CONTRACTOR's other subcontractor, the architect/engineer, the OWNER and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the work itself that may arise from the performance of the work, but only to the extent caused by the negligent acts or omissions of the SUBCONTRACTOR, the SUBCONTRACTOR's sub-subcontractor or anyone employed directly or indirectly by any of the them or by anyone for whose acts any of them may be liable. The SUBCONTRACTOR shall be entitled to reimbursement of any defense costs paid above SUBCONTRACTOR's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the indemnities.
10. **CLAIMS AND DISPUTES:**
 - 10.1 WORK CONTINUATION AND PAYMENT.** Unless otherwise agreed in writing, SUBCONTRACTOR shall continue subcontract work and maintain the schedule during any dispute resolution proceedings. If SUBCONTRACTOR continues to perform, CONTRACTOR shall continue to make payments in accordance with this agreement.
 - 10.2 DIRECT DISCUSSION:** If a dispute arises out of or relates to this agreement, the parties shall endeavor to settle the dispute through direct discussion.

CONTRACTOR: MGE Underground, Inc.

PRINT NAME:

SIGNATURE:

SUBCONTRACTOR:

TITLE:

PRINT NAME:

SIGNATURE: