



CONSTRUCTION™

EXHIBIT G – Design-Build Trade Subcontractor Requirements

Revised: 1/28/2020

Article 1. Design-Build Scope of Work

- 1.1** Subcontractor's Work under this Subcontract includes certain design-build services as described more fully herein, and shall include all design, engineering, coordination, construction, and other services required by the Contract Documents, including procuring and furnishing all supervision, labor, inspection, testing, start-up, materials, tools, equipment, machinery, transportation, temporary facilities related to your work, and all other items and services reasonably inferable from this Subcontract, and the other Contract Documents, necessary to complete the Subcontractor's portion of the Project as described herein, including but not limited to the Work identified in this Exhibit G and Exhibit C.
- 1.2** Document Order of Precedence: this Exhibit G defines overall requirements for design-build work across all XL Construction projects. However, each individual project may vary, so if there are any changes to the design-build scope or requirements described herein, then these will be enumerated, added, deleted, or amended in Subcontract Exhibit C. In these cases, Exhibit C will take precedence over Exhibit G.
- 1.3** Definition of Terms:
- (a) Authority Having Jurisdiction (AHJ): the governmental agency or sub-agency which regulates the construction process. In most cases, this is the municipality in which the building is located, but can also be, for example, the State of California's OSHPD or DSA departments depending on project type.
 - (b) Basis of Design Documents: consists of preliminary drawings, specifications, design criteria, standards, equipment lists, performance and operational criteria, system data, and other documents produced by Owner or Contractor and used as a basis of Subcontractor award. Following award, Subcontractor shall maintain and update the Basis of Design through the design process, notify Contractor of any changes from the original Basis of Design, and issue a final for construction Basis of Design with its For Construction Documents. The Basis of Design documents shall be part of the Contract Documents when enumerated in Subcontract Exhibit A.
 - (c) BIM Coordination: Building Information Modeling, three-dimensional rendering, and full coordination between the Contractor, Architect, other designers and consultants, design-builders, and subcontractors.
 - (d) Commissioning: is the process of planning, documenting, scheduling, testing, adjusting, verifying, and training to provide a facility that operates as a fully functional system per the Contract Documents.
 - i. Pre-Functional Commissioning: Step 1 is Pre-Functional Commissioning to be planned, managed, and documented by Subcontractor.
 - ii. Functional Commissioning: Step 2 is Functional Commissioning (if required by the Contract Documents), to take place after Pre-Functional Commissioning is complete, to be planned, managed, and documented by a third party, with Subcontractor participation, to validate the Work conforms to the Contract Documents.
 - (e) Contract Documents: shall include (i) the Owner Prime Contract and all documents and requirements referenced therein, (ii) the Subcontract and all documents and requirements referenced therein, including but not limited to documents referenced in Exhibit A, and (iii) all documents and requirements incorporated via Subcontract Change Order.
 - (f) Electronic Data: drawings, sketches, specifications, studies, analyses, design documents, engineering data, notices, correspondence, messages, contracts and commitments, budgets, estimates, quotations, information, work product, or any other document stored or transmitted electronically associated with the Work.
 - (g) For Construction Documents: the final plans, specifications, drawings, Basis of Design, and other design documents prepared by the Design Consultants and design-build Subcontractors used as a basis to

commence a construction phase and/or establish a Contract Price. These can include AHJ plan check comments and revisions, depending on the project.

- (h) Lean: Lean Construction Institute principles implemented on the Project to enhance the delivery and efficiency of the Work. This shall include, but are not limited to: alignment sessions, phase (pull) planning, weekly work planning, daily huddles, communications, and lessons learned.
 - (i) Owner Facilities/Engineering: Owner facilities and engineering staffs who will maintain and operate the Work after Substantial Completion or Final Completion, depending on the turnover requirements in the Prime Contract.
 - (j) Project Schedule: means the Contractor schedule for preconstruction and construction of the Project, which will reflect interim milestones, activities, durations, and completion dates, for which Subcontractor is also obligated.
 - (k) Separate Contractors: means a contractor engaged directly by the Owner to perform an aspect of the Project necessary to complete the Work, that is not contracted by Contractor.
 - (l) Defined terms set forth in this Exhibit G shall have the same meanings as set forth in the Subcontract. If terms herein conflict with the Prime Contract, then the Prime Contract shall govern.
- 1.4** Subcontractor shall, consistent with applicable state licensing laws, provide the design, engineering, and other design professional services required to perform the Work. Subcontractor shall be fully responsible for a complete, accurate, and coordinated design of the Work, and for the ultimate quality, functionality, serviceability, and operational performance of the Work.
- 1.5** It shall be Subcontractor's responsibility to make certain that the design and engineering documents prepared by Subcontractor, or by those for whom it is responsible, are in accordance with applicable laws, statutes, building codes and regulations, and meet or satisfy the Prime Contract, Basis of Design, and Contract Documents, and shall comply with good engineering practices. Subcontractor agrees that its working drawings, plans, and specifications ("Design Documents") will be prepared, stamped and signed by a qualified professional engineer, duly licensed in the State of California, who may be an employee of Subcontractor, a third-party consultant, or an independent contractor with whom Subcontractor subcontracts. Contractor is relying on Subcontractor's and its design professionals' performance of design Work required hereunder in accordance with the standard of care set forth in Article 2 herein. Subcontractor agrees that by virtue of affixing a professional stamp upon the Design Documents, Subcontractor and its design professional(s) is or are certifying that he or she is in responsible charge of the Design Documents, that the Design Documents satisfy the requirements set forth in the Contract Documents and this Subcontract, and that Contractor shall be entitled to rely on said certification. Contractor has no obligation to independently review the Design Documents, and may repose complete reliance on Subcontractor's design Work.
- 1.6** Subcontractor shall not engage the services of any design consultant or design-build sub-subcontractor without first obtaining the approval of Contractor, which approval shall not be unreasonably withheld. Subcontractor agrees that each design consultant or design-build sub-subcontractor shall be fully bound to Subcontractor in the same manner as Subcontractor is bound to Contractor for all the requirements of the Contract Documents which are applicable to the design consultant's or design-build sub-subcontractor's scope of services. Subcontractor shall at all times be responsible for the services performed by its design consultants or design-build sub-subcontractors, and shall coordinate the services of its design consultants and design-build sub-subcontractors to satisfy Subcontractor's obligations under the Contract Documents. Nothing in this Subcontract shall relieve Subcontractor from responsibility for the services performed by its design consultants and design-build sub-subcontractors, or create any legal or contractual relationship between Contractor and any design consultant and design-build sub-subcontractor.

Article 2. Standard of Care

- 2.1** The standard of care for all design professional services performed by Subcontractor pursuant to this Subcontract, and any other person or entity providing design professional services on Subcontractor's behalf, shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

Article 3. Preconstruction / Design

- 3.1** Subcontractor shall refer to all Contract Documents and other relevant documents provided to Subcontractor, including the Basis of Design Documents. The Contract Documents shall include all documents enumerated in Subcontract Exhibit A, and generally include (if provided to Subcontractor): (i) Owner General Conditions, Supplementary Conditions, and specification Division 1 requirements, (ii) Basis of Design Documents, (iii) Owner building standards or performance criteria provided, (iv) design, engineering, technical, or performance criteria provided, (v) preliminary design documents, sustainability goals, or other scope documents provided as a basis of Subcontractor proposal, and (vi) all applicable building code or industry standards. Subcontractor shall be entitled to reasonably rely on the accuracy of the information provided, but also have the responsibility to verify the information and coordinate it with Subcontractor's final design. The design may change and evolve through the design process, so the Subcontractor shall maintain responsibility for this evolution and updating the Basis of Design.
- 3.2** Subcontractor shall include, at a minimum, the following basic pre-construction and design services in relation to its design-build Work. Additional scope of work and requirements may be enumerated in Exhibit C.
- (a) Site and field investigations;
 - (b) System analysis, budgeting, and studies to allow preliminary design selection and approvals;
 - (c) Budget and cost analysis, life-cycle costing, and other studies to allow best decision making;
 - (d) Materials, equipment, and product options analysis to allow best decision making;
 - (e) Design coordination with other design disciplines, subcontracted work, and elements of the Work;
 - (f) Sustainability analyses, efficiency modeling, and energy studies required by code or Project goals;
 - (g) Coordination with Owner's Facilities/Engineering groups and Separate Contractors;
 - (h) Weekly and regular meeting attendance, and specific coordination meetings related to the Work;
 - (i) Lean and partnering efforts implemented;
 - (j) Constructability reviews, means-and-methods analysis, and BIM Coordination;
 - (k) Development of the design, including detailed plans, specifications, engineering data, and other design criteria;
 - (l) Facilitating and obtaining approvals from Authority Having Jurisdiction;
 - (m) Project budgeting, both interim and final, meeting Owner budget goals, value engineering options, and cost reduction strategies;
 - (n) Project scheduling and procurement analyses to best facilitate expedited Project timelines, including Lean pull planning and weekly work planning efforts;
 - (o) Participation in any Project quality control plan or site specific safety plan development, as relates to Subcontractor's Work;
 - (p) Development of pre-inspection, start-up and testing, and Pre-Functional Commissioning programs;
 - (q) Participation in any Owner Functional Commissioning programs, led and facilitated by others, if Functional Commissioning is required in other Contract Documents; and
 - (r) See Subcontract Exhibit C for additional scope of work, or amendments or deletions to the scope of services described above.
- 3.3** If requested, Subcontractor shall assist Contractor regarding the selection of building systems, materials, and equipment, as well as cost, schedule, and construction feasibility assistance for the Work. Such assistance shall include providing advice relative to, among other things, labor availability, construction costs, procurement strategies (including scheduling the procurement of items with long -lead times), performance, and life-cycle costing related to the requirements set forth in the Contract Documents for the Work.
- 3.4** The Subcontractor shall provide a design submission schedule within 14 days of the execution of the Subcontract, indicating all interim and final design submission deadlines that are consistent with and coordinated to Contractor's Project Schedule and deadlines for deliverables to the Owner under the Contract Documents. This submission schedule shall also indicate reasonable review periods for the Contractor and other parties accountable for document review and comment. In accordance with the times set forth in the Project Schedule, Subcontractor shall submit to Contractor all interim design submissions and revisions for the Work as required by the Contract Documents. Interim design submissions shall be consistent with the Contract Documents including any modifications made to the Basis of Design Documents. Such interim design submissions shall be in the form and quantity called for in the Contract Documents and may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. To the extent

- Subcontractor makes a change from one interim design submission to the next, it shall denote all such revisions to the Design Documents by redlining them to show added and deleted material, and it shall denote all such revisions to the plans by clouding them.
- 3.5** The submissions shall also show the relationship of the Work to the overall Project design. Contractor and Subcontractor agree that prior to the scheduled date for submitting all design submissions to Owner, Contractor, Subcontractor and Subcontractor's design consultant(s) will hold meetings for the purpose of discussing and monitoring the design for consistency with the requirements of the Contract Documents.
- 3.6** In accordance with the Contract Documents and within the times set forth in the Project Schedule, Subcontractor shall submit to Contractor For Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work and showing the relationship of the Work to the overall Project. The For Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. Subcontractor shall provide the For Construction Documents in the form and quantity called for in the Contract Documents. Subcontractor shall perform agreed upon revisions and submit revised For Construction Documents to Contractor for Contractor's and Owner's approval.
- 3.7** Subcontractor shall attend and participate in such meetings as are held between and among Owner and Contractor to discuss interim design submissions and the For Construction Documents for the Work. Subcontractor shall identify during each such meeting, among other things, the evolution of the design and any changes or deviations from the Contract Documents, including the Basis of Design Documents, or, if applicable, previously submitted design submissions. To the extent that Subcontractor fails to identify such changes or fails to produce For Construction Documents for the Work consistent with the Contract Documents and identified and approved changes and Contractor incurs additional uncompensated costs as a result, Subcontractor shall be responsible for such costs. Minutes of the meetings, including a full listing of all changes, may be maintained by Contractor and provided to all attendees for review. Subcontractor shall review such minutes and provide notice of any objections thereto within five days from the date the minutes are made available to Subcontractor; and if no such written objection is provided to Contractor by Subcontractor, the minutes shall be deemed to be accurate.
- 3.8** Subcontractor acknowledges that design is an iterative process and that change is inherent to that process. Subcontractor further acknowledges that it is the designer and manager of its Work, and that controlling budget is integral to the Project's success. Therefore, change as relates to evolution in design that generally does not change the Basis of Design or Contract Documents shall not be considered changed work as relates to Paragraph 2 of Subcontract Exhibit B – Terms & Conditions. Change as relates to Subcontractor's Work shall only include the following:
- (a) Changes as defined and allowed by the Prime Contract; and
 - (b) Changes in the Contract Documents directed by Owner or Contractor;
 - (c) Changes in the Contract Documents proposed by Subcontractor and approved by Owner or Contractor;
 - (d) Changes to Subcontractor's Work due to no fault of Subcontractor;
 - (e) Changes to Subcontractor's Work required by the Authority Having Jurisdiction, which Subcontractor could not have reasonably foreseen or controlled.
- 3.9** In addition to the interim design submissions and For Construction Documents, if requested by Contractor, Subcontractor shall prepare (i) those Design Documents and pricing information for the Work that may be necessary for budgetary purposes and (ii) interim design submissions and construction documents for the Work required to permit commencement of construction on a portion of the Project before the entire For Construction Documents for the Project are completed.
- 3.10** Contractor's and Owner's review and/or approval of interim design submissions and the For Construction Documents are for the purpose of mutually establishing a conformed set of For Construction Documents for the Work compatible with the requirements of the Contract Documents. The review and/or approval by either Contractor or Owner of any interim design submission or the For Construction Documents shall not be deemed to transfer any design liability from Subcontractor to Contractor or Owner.

- 3.11** Subcontractor will, at its own cost, revise any interim design submission, Design Document, or For Construction Document it has provided to correct any errors, mistakes, omissions, or changes requested by Contractor or the Authority Having Jurisdiction. If an Owner or Contractor target budget was established for Subcontractor's work, and Subcontractor acknowledged this budget as part of their award or subsequent agreements, and Subcontractor's budget exceeds this target budget, at no fault of Owner or Contractor, then Subcontractor shall likewise redesign to achieve the target budget at no additional cost. Such revisions shall be performed timely and so as not to jeopardize the Project Schedule.
- 3.12** Subcontractor shall pay all license fees and royalties due for items, materials, methods, systems or processes applicable to the Work which are subject to copyrights or patent rights and which are selected by Subcontractor.

Article 4. Subcontractor Contract Price

- 4.1** The following shall establish the process for developing a project budget and a Subcontractor Contract Price, unless other means are defined in the Subcontract, specifically Exhibit C:
- (a) The initial Subcontractor Contract Price will include a partial release for preconstruction and design services, and any other services outlined in Exhibit C. Subcontractor acknowledges that this is a partial release only, and that subsequent changes to incorporate additional elements of the Work do not represent a cardinal change, and that the entire Subcontract shall remain in full force and effect.
 - (b) All Subcontractor budgeting will be on a fully open-book basis, including full detail estimates, sub-subcontractor, supplier, and vendor quotations, material and equipment pricing, and labor and productivity factors, Contractor may conduct parallel estimates to validate the cost of the Work. Subcontractor shall make reasonable cost adjustments based on Contractor review. Upon acceptance, Contractor may incorporate additional elements of the Work via Subcontract Change Order.
 - (c) Upon completion of the For Construction Documents, or other milestone as mutually agreed by Subcontractor and Contractor, Subcontractor to prepare a final fully detailed, open book estimate for its Work. Contractor will conduct a parallel estimate to validate the cost of the Work, and Subcontractor shall make reasonable cost adjustments based on Contractor review. Upon completion of negotiations, establishment of mutually agreed cost of the Work, and approval of Owner, the final For Contract Documents, Basis of Design, and Subcontractor Contract Price will be incorporated via Subcontract Change Order. At this time the Work, and Subcontractor Contract Price, will convert to a Lump Sum Subcontract.
 - (d) Upon establishment of a Contract Price as outlined in Article 4.1(c) above, any future change will be addressed in accordance with Subcontract Exhibit B, Paragraph 2 – Changes in Work and as required by the Prime Contract.
 - (e) If Subcontractor and Contractor are unable to come to a mutually agreeable Subcontractor Contract Price as outlined in Article 4.1(c) above, then Contractor may terminate the Subcontract for convenience.
 - (f) See Subcontract Exhibit C for additional budget and price terms, or amendments or deletions to the budget and Contract Price process described above.

Article 5. Coordination

- 5.1** Subcontractor specifically agrees to coordinate its design with Owner and Contractor and their respective design consultants, and other design-build subcontractors and any other entity providing design services in relation to the Project, and with the work, including the shop drawings, of all Subcontractors working in the contiguous areas, including other design-build subcontractors. Subcontractor acknowledges that the design which is being contributed to by other entities is still evolving and being completed and that Subcontractor's design is interdependent and needs to evolve and be compatible with the final designs of such other entities. Such coordination shall refer to both coordination in the field (for example, to resolve potential fitment issues between different trades) and coordination of the design Work with that of all other Project design scopes.

- 5.2** With respect to coordination of design Work, Subcontractor shall coordinate with other trades by physically examining the design documents of other relevant trades, overlaying the plans prepared on Subcontractor's behalf against the plans of other relevant trades (whether through use of an electronic model or with paper drawings) and shall take all additional necessary steps to fully coordinate Subcontractor's design scope with all other trades to ensure complete compliance with the For Construction Documents and applicable building codes.

Article 6. Changes in the Field

- 6.1** To the extent Subcontractor makes minor changes in the field that deviate from the For Construction Documents, Subcontractor must first notify Contractor in writing of its intent to do so and obtain written approval from the Engineer of Record for all affected scopes of work. Subcontractor shall denote any such changes by marking up as-built drawings and showing the changes through clouded revisions. Major changes in work, deviations from the final-approved For Construction Documents or Basis of Design, or other changes that would significantly affect the scope of Work or the performance of the Work require prior Contractor approval.
- 6.2** In addition to any design and BIM Coordination, coordination of work in the field is required. Minor coordination, relocation, or field changes may be required to facilitate the final installation of the Work. Subcontractor will coordinate its efforts and installations with other subcontractors and make minor adjustments or corrections, or both, to its work at no additional cost to Contractor.

Article 7. System Functionality and Commissioning

- 7.1** Subcontractor shall conduct pre-inspections of all its work, conduct start-up and testing procedures, and pre-functionally commission its Work. This shall be coordinated with Contractor and other subcontractors. Results shall be shared with Contractor.
- 7.2** Subcontractor shall coordinate all inspections for its Work, facilitate inspection activities, and make any changes that are required to comply with the Contract Documents, the final approved Basis of Design, and as required to obtain final approvals of its Work. This shall include any third party testing agencies, Inspectors of Record (if applicable), and the applicable inspections or sign-off from the Authority Having Jurisdiction over the Work.
- 7.3** Subcontractor shall fully participate in all required operational testing and Functional Commissioning with respect to its scope of Work, and shall cause all necessary design professionals to participate in person in connection with these processes, if Functional Commissioning is required by the Contract Documents.
- 7.4** Subcontractor to provide reports, data, and/or third party verifications that its work complies with the Contract Documents, final-approved Basis of Design, and specified performance/functionality criteria for the Project.

Article 8. Insurance

- 8.1** Subcontractor's and its design consultants' and sub-subcontractors' insurance coverage set forth in Exhibit D shall specifically delete any design-build exclusion, professional services exclusion, or similar exclusions that could compromise coverages because of the design-build delivery of the Project.
- 8.2** Contractor requires Subcontractor, its design consultants, design-build sub-subcontractors, and any other person or entity providing design services on Subcontractor's behalf, to provide professional liability insurance for claims arising from the negligent performance of design services by Subcontractor and its design consultants, for the coverage limits, duration, and other specifics of such insurance as set forth in Exhibit D. Such policies shall be provided prior to the commencement of any design services hereunder.

Article 9. Work Product

- 9.1** All drawings, specifications, other documents, and electronic data furnished by Subcontractor to Contractor under this Subcontract (“Work Product”) are deemed to be instruments of service and Subcontractor shall retain ownership and property interests therein provided, however, that Subcontractor hereby grants Contractor (for the purpose of allowing Contractor to grant to Owner), upon Contractor’s payment to Subcontractor of amounts properly due under this Subcontract, a license to use the Work Product in connection with completing this Project. Notwithstanding the preceding sentence, if the Prime Contract grants ownership and/or property rights to Owner that conflict with the above, then Subcontractor hereby grants such rights to Contractor (for the purpose of allowing Contractor to grant to Owner) under the same terms and conditions that Contractor grants such rights to Owner. Subcontractor is fully aware of the ownership and property rights to use the Work Product which may be granted to Owner therein. Subcontractor accepts and agrees to Owner’s ownership and property rights with respect to the Work Product contained in the Prime Contract.
- 9.2** If either Contractor or Subcontractor uses the Work Product on any other project, such party agrees that it shall do so at its sole risk and without liability or legal exposure to the other party, Owner, or anyone working through them. Such party further agrees that it shall defend, indemnify, and hold harmless the other party and Owner from and against any and all claims, damages, liabilities, losses and expenses, including attorneys’ fees, arising out of or resulting from such use of the Work Product on another project.
- 9.3** If Contractor terminates this Subcontract for its convenience as set forth herein, Subcontractor, upon Contractor’s payment in full of the amounts due Subcontractor in accordance with the Subcontract, grants Contractor and Owner the same rights as set forth above to use the Work Product to complete the Project and subsequently occupy the Project, conditioned on the following:
- (a) Use of the Work Product is at Contractor’s sole risk without liability or legal exposure to Subcontractor or anyone working by or through Subcontractor, and on Contractor’s obligation to provide the indemnity set forth herein;
 - (b) If this Subcontract is terminated due to Subcontractor’s default, then Contractor shall have the same rights as set forth above to use the Work Product to complete the Project and subsequently occupy the Project, and Contractor and Owner shall thereafter have the same rights and obligations as set forth above. Notwithstanding the preceding sentence, if it is ultimately determined that Subcontractor was not in default, Contractor shall be deemed to have terminated the Subcontract for convenience, and Subcontractor shall be entitled to the rights and remedies set forth above; and
 - (c) In the event that an Owner terminates a design-build Project prior to commencement of any construction work, Contractor’s liability for payment to Subcontractor for any preconstruction services under a design-build Project shall arise only if Contractor is paid by Owner for such preconstruction services.

Article 10. Electronic Data

- 10.1** The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Contractor, Subcontractor and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).
- 10.2** Contractor shall determine, after consultation with Subcontractor, the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.
- 10.3** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Subcontract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated, or interpreted.

- 10.4** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth above. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.
- 10.5** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and its design consultants, design-build sub-subcontractors and any other person or entity providing design services on Subcontractor’s behalf to agree to the following protocols, terms and conditions set forth in this Section. Electronic Data will be transmitted in the format determined according to the process above.
- 10.6** The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information if such information changes prior to Final Completion of the Project.
- 10.7** The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.
- 10.8** In the event the Prime Contract contains a provision governing Electronic Data, and there is a conflict between the provision in the Prime Contract and this Section, the provision in the Prime Contract takes precedence.

End of Exhibit G

Subcontractor’s Initials: _____

General Contractor’s Initials: _____