



Listed are items that are required to be completed, signed and returned to Greiner Construction Inc. Please initial check off list.

- Intro Letter – Page 2 _____
- Discount – Page 5 _____
- Insurance Rider – Page 17 _____
- Insurance Certificate – Reference Page 17 _____
- W-9 Form – Page 19 _____
- Are You an Independent Contractor . - Page 20 _____
- Vendor Application Form – Page 22 _____
- Work Ethics Policy – Page 23 _____
- Safety Profile – Page 24 _____



Dear Greiner Construction Vendor:

This packet of information has been prepared to familiarize you with Greiner Construction policies concerning the purchase of products and services.

Maintaining good relationships with our suppliers is key to our success. To ensure such relationships, ethical conduct is a must. Greiner Construction is committed to treating all contractors and suppliers fairly and honestly at all times. Likewise, we expect that all your dealings with us reflect the highest standards of personal and business conduct.


We are looking for excellence in the goods and services we purchase. Continuous improvement is one of the key performance elements we seek and we encourage those who do business with us to do the same. We are particularly interested in new approaches and technology that lead to lower costs. Please talk to us about your improvements or ideas in any of these areas.

We hope that by informing you of our procurement policies, we can establish a relationship that is mutually beneficial. Please take a few minutes to read our purchasing policies overview, and contact me if you have questions. **ADHERENCE TO THESE POLICIES IS A REQUIREMENT BETWEEN GREINER CONSTRUCTION AND ITS SUPPLIERS.**

Please sign and date this form acknowledging receipt and understanding of Greiner's policy.

Company Name	Signature of Officer	Date

Thank you for your cooperation. We look forward to doing business with you.


Wolfgang Greiner
President



INVOICES/PAYMENT

Vendors normally receive payment when Greiner Construction receives payment, unless other arrangements have been made in writing. Each invoice received in our office **must** be accompanied by the following:

- Purchase Order Number
- Job Number
- Duplicate Copy
- Lien Waiver
- Sales Tax Information
- Greiner Payment Application (see sample)
- Supporting Schedule

Invoices will be returned if these items are not included. Let this also serve as a reminder that all applications for payment must be in our office by the 25th of each month.

If applicable, prompt payment discounts are taken from the day of receipt of your invoice. Mail invoices to: **Accounts Payable Department, 625 Marquette Avenue, Suite 840, Minneapolis, MN 55402.** Attention to detail when preparing invoices, including breakdown of costs as indicated on the purchase order, will speed their flow through our Accounts Payable system. **Upon receipt of our payment, a full and final lien waiver is required to be delivered to Greiner Construction. On occasion, we may require your supplier lien waiver.**

SALES TAX INFORMATION

Greiner Construction is not exempt from Sales Tax for all material purchases. You must list MN Sales Tax and any applicable local/city tax for material purchases on your invoices or indicate that the taxes are included in the amount due.

GIFTS AND ENTERTAINMENT

Inappropriate entertainment, hospitality, or gifts (other than promotional items of limited value) from companies doing or seeking to do business with us cannot be accepted. Business gifts, including meals and entertainment in any form that would likely result in a feeling or expectation of personal obligation should not be extended to Greiner Construction employees.

FAILURE TO FOLLOW THESE PURCHASING POLICIES

Compliance with this policy is a requirement for doing business with Greiner Construction. Failure to comply with this policy may result in cancellation of the agreement, adjustment in the payment due, or other penalty deemed by Greiner Construction to be appropriate to the violation.

PROMPT PAYMENT DISCOUNTS

Available to subs/vendors who have successfully partnered with Greiner Construction for one year (See Attached).



APPOINTMENTS

We are pleased to meet with suppliers that are interested in selling products or services to us. Appointments are required to ensure the best utilization of your time and ours.

BUSINESS ETHICS

Greiner Construction is committed to acting fairly and honestly in all business transactions. Purchasing decisions are made on the basis of objective criteria such as competitive price, quality service, and reputation. The ethical and environmental standards of suppliers are also considered.

QUALITY REQUIREMENTS

Our success depends on our ability to deliver quality products and services to our customers. This requires that our suppliers have satisfactory quality at a competitive price, maintain adequate quality control, and deliver products and services on schedule.

SUPPLIER EVALUATION

As a matter of good purchasing practice, we regularly evaluate all major suppliers on the basis of actual performance compared to promised delivery, ability to meet our rush requirements, number of rejects due to poor quality, and adherence to purchase order price. Subsequent buying decisions are strongly influenced by this evaluation.

INSURANCE

All suppliers/subcontractors are required to maintain insurance coverage. **Insurance certificates are required prior to the job start.** Please see attached insurance rider for required levels of insurance coverage. Please sign this rider and return with insurance certificate.

W-9

Legislation requires us to request a Federal Identification Number (not a Social Security Number) to be reported on form W-9. Please return the completed W-9 by mail or fax (612-338-1892) **within ten days of receipt.** Failure to respond in a timely manner will require us to commence backup withholding on applicable payments which are made to you or your business.

PURCHASE ORDERS

All invoices to Greiner Construction require a purchase order number. Subcontractors and Suppliers should not ship product or perform services without a purchase order and a job number.

CHANGE ORDERS

Any changes to the original purchase order need to be accompanied by a signed change order.



To: Subcontractors & Suppliers

From: Greiner Construction, Inc.

Re: Prompt Payment Discounts – Available to vendors/subs who have successfully partnered with Greiner for one year.

Normal payment terms to Subcontractors/Suppliers is conditional upon the receipt of Owner's payment to Greiner Construction, Inc. Upon Greiner Construction's receipt of payment from Owner, payment will then be disbursed to Subcontractors/Suppliers.

For those subcontractors/suppliers who offer discounts, Greiner Construction will pay within the discounted terms of 2% net 10. The 10 day period will begin on the date we receive your invoice. Discounted invoices must be received by the 25th of each month to qualify for the prompt pay discount.

If you decide to take advantage of the Discount Plan, your lien waiver and/or your supplier lien waiver must be attached to your invoice. Retention, if applicable is not part of the discount plan.

____ Yes, I am interested in taking advantage of the Discount Plan.

Company Name: _____

Officer's Signature: _____

Contact Name: _____

Phone #: _____

Date: _____

APPLICATION FOR PAYMENT



GREINER SAMPLE DOCUMENT ONLY
CONSTRUCTION

This application must be completed in duplicate and returned to Greiner Construction, Inc. by the 25th day of each month in order to receive payment in a timely manner, as specified in the Greiner Vendor Packet. **NO FAXES PLEASE.**

Vendor: _____

Project Name: _____

Greiner Job Number: _____

Purchase Order # _____

Payment Request # _____

Application Date: _____

Invoice # _____

Period From: _____

Period To: _____

(Attach your invoice in duplicate)

Statement of Account		Pending Change Orders - Attach Backup	
1. Original Contract Amount:	\$ _____	Description	Amount
2. Greiner Approved Change Order	\$ _____		\$ _____
3. Adjusted Contract Amount	\$ _____		\$ _____
4. Total Completed and Stored to Date	\$ _____		\$ _____
5. Retainage Based on Line 4 (%)	\$ _____		\$ _____
6. Total Earned Less Retainage (Line 4 Less Line 5)	\$ _____		\$ _____
7. Less Previous Applications for Payment (Line 6 from prior appl.)	\$ _____		\$ _____
8. Current earned including retention (current line 4 less prior appl. line 4)	\$ _____		\$ _____
9. Less retainage (Line 8) (%)	\$ _____		\$ _____
10. Actual current payment due (Line 8 Less Line 9)	\$ _____		\$ _____
11. Balance to finish including retainage (line 3 less line 6)	\$ _____		\$ _____

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the material supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes hereto) between the undersigned and Greiner Construction, Inc. relating to the above referenced project.

I further certify that no labor or materials have been supplied under other contracts, agreements, verbal or written, or any other arrangement for any type whatsoever, other than the above contract duly authorized and executed change orders as noted in Item 2 above, and the undersigned does hereby release Greiner Construction, Inc. from any claim or liability therefore for the period covered by this application.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State, and local tax laws, including Social Security laws, Unemployment Compensation Laws, Workmen's Compensation laws and Union Contributions insofar as applicable to the performance of this contract.

PARTIAL WAIVER OF LIEN

NOW THEREFORE, in receipt of the payment of the amount due on this application the undersigned does hereby irrevocably release and waive any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the above real estate or any other part thereof for any and all of the materials and/or labor heretofore furnished or performed in connection with this project, reserving, however, all lien rights for labor and/or materials furnished after said date.

The undersigned also certifies (i) that the undersigned has fully paid all subcontractors and for all materials furnished prior to said date; and (ii) has obtained appropriate lien waivers from such subcontractors and material suppliers. The undersigned hereby indemnifies Greiner Construction, Inc. for any damages, including attorneys fees, incurred by virtue of the breach of these representations by the undersigned.

Vendor: _____

Signed: _____ Date: _____

Printed /Typed Name, Title: _____

APPLICATION FOR PAYMENT
Supporting Schedule
SAMPLE DOCUMENT ONLY

Purchase Order # _____

Proj Mgr: _____

A. Code	B. Description	C. Contract Value	D. Previous Applications	E. Total Completed	F. This Application
15-300 S	Plumbing	0.00			
	TOTALS:	0.00	_____	_____	_____

Vendor: _____

Signed: _____ Date: _____

For subcontracts in excess of \$10,000

The President or Owner of the company identified above (the Contractor), the builder or general contractor for the construction of certain improvements at the property described above, hereby swears and affirms that the following is a list of each professional, subcontractor, supplier, laborer & union affiliation that Contractor has retained in connection with such improvements and that opposite each such name is a correct and full description of the work or material to be provided by such party and the amount of the original contract or bid.

NOTE: No payment can be made on this subcontract until this form is accurately furnished to Greiner Construction & signed by subcontractor. Further, subcontractor shall notify Greiner Construction in writing within 7 calendar days of any material changes to the information provided. **As a reminder, all supplier lien waivers must be provided from every previous draw. Lien waivers must be unconditional.**

Please Initial if applicable: If materials have been supplied by us or if we have employed subcontractors, we hereby certify that all materials have been fully paid for and no material supplier or subcontractor of ours has a right to file a lien or make any other claim against this project for materials, work, service, or equipment.

Name, Address, Telephone of Contractor, Supplier, Laborer, Union Affiliation.	Description of Work or Material	Contract Price	Previously Paid	This Payment	Balance Due
Total Labor and Materials to Complete:					

SAMPLE DOCUMENT ONLY



**STANDARD SUBCONTRACT AGREEMENT
LABOR AND MATERIALS
(Form #B-50)**
Prepared by the Standard Forms Committee
(*Builders Division - Subcontractor Division*)
ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA
2009 Edition

**IMPORTANT
NOTICE**
Appropriate rider(s)
should be attached
to this Subcontract
where applicable.

THIS SUBCONTRACT is made this _____ day of _____, _____ between:

CONTRACTOR:
(address)
(phone / fax / email)

and

SUBCONTRACTOR:
(address)
(phone / fax / email)

WHEREAS, Contractor has entered into a General Contract with

OWNER:
(address)
(phone / fax / email)

to perform and provide certain labor, services, and material at

PROJECT:

pursuant to drawings and specifications prepared by

ARCHITECT/ENGINEER:
(address)
(phone / fax / email)

WHEREAS, the General Contract consists of the contract between Owner and Contractor, drawings and specifications, the general conditions, the supplementary conditions, the bond, if any, and any addenda or amendments Nos. _____; and

WHEREAS, Contractor has made the General Contract available to Subcontractor, and Subcontractor shall be responsible for obtaining copies pertinent to its work; and

WHEREAS, the General Contract has been carefully examined by Subcontractor;

NOW, THEREFORE, SUBCONTRACTOR AGREES TO:

1. (Work) Furnish all labor, material, services, and equipment necessary or required and perform all the work (the "Work") necessary to complete the following (here describe Work covered by this Subcontract):

2. (General Contract Obligations) Be bound to Contractor by the terms of the General Contract, comply with the provisions of the General Contract, and assume toward Contractor all the obligations and responsibilities that Contractor assumes in the General Contract toward Owner, insofar as they are applicable to this Subcontract. Where any provision of the General Contract is inconsistent with any Subcontract provision, this Subcontract shall govern.

3. (Subcontractor's Payment Responsibility) Pay for all materials, labor, services and equipment used in or in connection with the performance of the Work, when and as bills or claims become due, and save and protect the Project, Owner, Contractor and Contractor's surety from all claims and mechanics' liens arising from Subcontractor's legally unjustified non-payment, and furnish satisfactory evidence to Contractor when requested, that it has complied with these requirements. To the extent Subcontractor receives payment from Contractor for amounts owed to lower-tier subcontractors and suppliers on the Project, Subcontractor shall hold those funds in trust for payment to those lower-tier subcontractors and suppliers; provided however, that Subcontractor shall not be required to establish separate trust accounts, nor shall this trust obligation impose on Subcontractor any duty other than to deliver funds Subcontractor receives for the benefit of lower-tier subcontractors and of suppliers to these entities. This provision does not waive Subcontractor's right to file and enforce a lien claim against the Project if Contractor fails to pay Subcontractor.

SAMPLE DOCUMENT ONLY

4.1 (Notice to Proceed) Keep informed of the actual progress of Contractor's operations and begin the Work when Contractor reasonably directs or, in any event, within () working days after being notified in writing by Contractor. Subcontractor shall abide by Contractor's decision as to the allotment of all storage and working space on the Project.

4.2 (Coordination & Scheduling) Prosecute the Work at the times, in the order, and in the places as Contractor reasonably directs, and coordinate its work with Contractor and other subcontractors so that all scheduled operations on the Project may proceed in an orderly and efficient manner and be completed within the time specified in the General Contract, (check one)
 () or working days,
 () or (date) _____.

4.3 (Time Extension) Timely notify Contractor of all delays in the performance or completion of the Work by events for which Subcontractor is not responsible. No extension of time of performance of this Subcontract shall be allowed without the written consent of Contractor. The time of the performance or completion of the Work shall be extended provided the cause of the delay is of a type set forth in the General Contract that justifies an extension of time for completion of the General Contract or is caused by Contractor's legally unjustified conduct.

5. (Notice) Give written notice to Contractor of all claims for extras, for extensions of time and for damages for delay or otherwise in accordance with the General Contract, allowing Contractor to give timely notice to Owner. Timely notice shall mean three (3) working days before the expiration of the relevant notice period in the General Contract.

6. (Indemnity for Breach) Defend, indemnify and save harmless Contractor from any and all losses or damage occasioned by Subcontractor's failure to carry out the provisions of this Subcontract, unless such failure results from causes not the responsibility of Subcontractor. Loss or damage shall include, without limitation, legal fees and disbursements paid or incurred by Contractor as part of the loss or damage or to enforce the provisions of this paragraph, unless that failure results from causes that are not Subcontractor's responsibility.

7.1 (Insurance) Obtain, maintain and pay for the insurance that may be required by the General Contract or by law, to include without limitation, workers' compensation, commercial general liability insurance, comprehensive automobile liability insurance and, if specified below, builders' risk insurance, protecting Subcontractor against claims for bodily injury or death or for property damage occurring upon, in or about the Project arising out of the Work, with limits in amounts at least equal to those specified below or, if none is specified below, those specified in the General Contract:

TYPE OF INSURANCE/LIMITS OF LIABILITY

- a. Commercial General Liability: to include, without limitation, comprehensive form; premises-operations; underground, explosion & collapse hazard; products-completed operations; contractual liability; independent contractors; broad form property damage; and personal injury. Subcontractor shall name Contractor as an additional insured under that policy, with that additional-insured coverage being primary and non-contributory and extending during completed operations.

	Each Occurrence	Aggregate
Bodily Injury & Property Damage combined	\$ _____	\$ _____
Personal Injury/Advertising Injury	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$ _____

- b. Automobile Liability; to include all owned autos (private passenger & other than private passenger), hired & non-owned auto.

	Each Occurrence	Aggregate
Bodily Injury & Property Damage combined	\$ _____	XXXXXXXXXXXXXXXXXXXXXXXXXXXX

- c. Excess Liability

	Each Occurrence	Aggregate
Bodily Injury & Property Damage combined	\$ _____	\$ _____

- d. Workers' Compensation to include:

Part I - statutory (which may be satisfied by self-insurance program meeting the requirements of State law); and

Part II	\$ _____	Each Accident
	\$ _____	Disease-Policy Limit
	\$ _____	Disease-Each Employee

- e. Builders' Risk: per the general and supplementary conditions, to be provided by (check one):
 ___ Owner ___ Contractor ___ Subcontractor ___ None to be provided. If one of the three entities in the previous sentence provides Builders' Risk insurance, the other two entities shall be named as an additional insured under that policy. The entity providing Builders' Risk insurance shall obtain and give to the other two entities insurance certificates showing compliance with these insurance requirements and indicating the coverages and limits cannot be materially changed or canceled without at least thirty (30) days prior written notice to the additional insureds.

- f. Other _____

The insurance shall be issued by a financially responsible company or companies having an A. M. Best Rating of A- or better. Contractor may waive this requirement in writing if Subcontractor is self-insured. Before beginning any Work, Subcontractor will provide insurance certificates showing compliance with these insurance requirements and indicating that the coverages and limits cannot be materially changed or canceled without at least thirty (30) days prior written notice to Contractor.

7.2. (Indemnity for Personal Injury/Property Damage) Assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the Work and including, without limitation, those damages or injuries occurring or resulting from the use by Subcontractor, its agents or employees, of materials, services, equipment, instrumentalities or other property, whether the same be owned by Contractor, Subcontractor, or others. Further, Subcontractor, to the fullest extent permitted by law, agrees to defend, indemnify and save harmless Contractor, its agents and employees from all claims including, without limitation, claims

SAMPLE DOCUMENT ONLY

for which Contractor may be or may be claimed to be liable and the legal fees and disbursements paid or incurred in defense of claims or to enforce the provisions of this paragraph. Subcontractor further agrees to obtain, maintain and pay for such Commercial General Liability Insurance coverage that will insure the provisions of this paragraph, to the extent coverage is provided by the types and limits of insurance specified in Paragraph 7.1.

8. **(Protection of Work)** Accept responsibility for all damage caused by Subcontractor, clean all surfaces soiled by Subcontractor, and protect the Work, it being understood that the standards of protection shall not be less than those specified in the General Contract or required by law. A dispute between Subcontractor and another subcontractor regarding their respective responsibility for any item of damage shall be submitted to Contractor for its determination of responsibility.

9. **(Safety)** Take all safety precautions with respect to the Work; comply with all safety measures required by the General Contract and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons and property; and require all lower-tier subcontractors to do the same.

10. **(Assignment)** Not assign or sub-let all or part of this Subcontract, and not assign any money due or to become due under this Subcontract without first obtaining Contractor's written consent. In the event of a valid assignment, any assignment of funds by Subcontractor will not be due the assignee to the extent Subcontractor is in breach of this Subcontract.

11. **(Personnel Replacement)** Provide supervision and workers of a quality and experience commensurate with the Work to be performed. If Contractor believes that Subcontractor's supervisors or personnel are not of an acceptable quality, or that they have violated federal, state, or local statutes, regulations or provisions of the General Contract, Subcontractor shall replace them with qualified personnel at Contractor's request.

12. **(Notice)** Perform all changes to the Work that are ordered in writing by Contractor, or its authorized representative. If additive or deductive changes are made, equitable adjustments shall be made to the Subcontract price. No change shall be allowed, or made by Subcontractor, or paid for by Contractor unless and until authorized by Contractor or its authorized representative in writing.

13. **(Bond)** Obtain and furnish to Contractor and maintain in effect during the life of this Subcontract, if requested in the space provided below, a surety bond in form and with sureties acceptable to Contractor, in an amount equal to the Subcontract price, conditioned upon and covering the payment of Contractor's subcontractors and suppliers and the faithful performance of and compliance with all the terms, provisions and conditions of this Subcontract. (Check only one).

Bond requested, or

no bond required.

Unless the General Contract requires it, nothing in this paragraph shall give Contractor the right to designate that the bond be executed by a specific surety or procured from a specific agent.

14. **(Guarantee)** Guarantee the Work to the same extent that Contractor guarantees its work under the General Contract.

15. **(Default)** Upon written notice from Contractor, cure any (i) failure to correct, replace and/or re-execute faulty or defective Work when and if required by Contractor, (ii) repeated and persistent failure to complete or proceed with the Work within the schedule agreed to by the parties or the time otherwise provided, (iii) failure to make payment when due to Subcontractor's subcontractors or suppliers for labor, services, equipment, or materials in accordance with the respective agreements between Subcontractor and its subcontractors and suppliers, or (iv) failure to comply with any other substantial term of this Subcontract. If Subcontractor fails within three (3) working days after receiving the notice of default to commence and continue satisfactory correction of the default with diligence and promptness, then Subcontractor shall be in default of this Subcontract and Contractor, upon an additional three (3) calendar days notice in writing to Subcontractor, shall have among its other legal rights the right to terminate this Subcontract and finish the Work, replace and/or re-execute such faulty or defective Work, either through its own employees or through a subcontractor of its choice, and to charge the excess completion costs to Subcontractor, together with any liquidated or actual damages caused by a delay in the performance of the Work. If Subcontractor defaults under the terms of this Subcontract, the material and supplies of Subcontractor to be incorporated into the Project shall be left on the job for Contractor's use in completing the Work. In the event Owner terminates for convenience all or part of the General Contract, Contractor may terminate for convenience all or part of the Work covered by the Owner's termination for convenience.

16. **(Compliance with Laws)** Comply with all Federal and State laws, codes, and regulations and all municipal ordinances and regulations effective where the Work is to be performed; pay all costs and expenses connected with that compliance; pay all fees and taxes, including sales and use taxes; pay all taxes imposed by any State or Federal law for any employment insurance, pensions, retirement funds or any similar purpose; furnish all necessary reports and information to the appropriate Federal, State and municipal agencies, with respect to all of the foregoing the same as though Subcontractor was in fact Contractor; and defend, indemnify, and hold harmless Contractor from any violations of this paragraph by Subcontractor, including payment of Contractor's attorneys' fees.

17. **(Patent Rights)** Pay all royalties and license fees; defend all suits or claims for infringement of any patent rights involved in the Work; and save Contractor harmless from loss, cost or expense on account of Subcontractor's use or infringement.

18. **(Inspection)** Inspect and promptly report in writing to Contractor all discrepancies or defects in the work of Contractor or others that render conditions unsuitable for Subcontractor to perform the Work as specified. Subcontractor's failure to so inspect and promptly report in writing shall constitute an acceptance of the work of Contractor, other subcontractors or other separate contractors as fit to receive the Work.

19. **(Clean Up)** Clean up and remove all debris resulting from the Work within three (3) working days of written notification by the Contractor and to pay the cost of the cleanup if not so completed.

20. **(Employment Practices)** Comply with all applicable equal employment opportunity laws and ordinances.

SAMPLE DOCUMENT ONLY

STANDARD CONTINGENT PAYMENT RIDER

LABOR AND MATERIALS B-55



Prepared by the Standard Forms Committee
Builders Division-Subcontractor Division
 ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA

2009 Edition

1. Irrespective of any term or inference to the contrary in the Subcontract, Contractor and Subcontractor expressly agree that Owner's payment to Contractor on Subcontractor's account is an absolute condition precedent to Contractor's obligation to pay Subcontractor any progress or final payment pursuant to the Subcontract, except to the extent Subcontractor establishes that Owner's failure to make payment to Contractor was caused by the fault of Contractor.

2. Delete the following from the end of Paragraph B.1 of the Subcontract: ", but in any event shall pay Subcontractor within sixty (60) calendar days of submittal of certified periodic estimate to Contractor, to the extent certified by Architect/Engineer for payment." Delete the second sentence of Paragraph C of the Subcontract. Add the following clause to the end of Paragraph A, the end of the third sentence of Paragraph B.1 (as modified above), the end of the fourth sentence of Paragraph B.1, the end of Paragraph B.2, and the end of Paragraph C of the Subcontract: "subject to the terms of Associated General Contractors of Minnesota Standard Contingent Payment Rider."

3. Subcontractor expressly agrees that it retains the risk of Owner's insolvency or inability to pay for Subcontractor's Work, and such risk is not transferred to Contractor under the Subcontract.

Subcontractor	Contractor
By _____	By _____
Title _____	Title _____
Date _____	Date _____
Federal Tax # _____	Federal Tax # _____
State Tax # _____	State Tax # _____

Labor and Materials Standard Deferred Payment Rider B-54
 © Copyright 2009 Associated General Contractors of Minnesota, Inc.
 CAUTION: Use an original AGC document with this line printed in red.



Greiner Construction Standard Terms and Conditions

1. Prompt Invoicing

Subcontractor agrees to submit to Contractor written invoices for all materials and services provided to Contractor within 30 days of completion of such work and delivery of such materials. Subcontractor agrees that Contractor shall not be obligated to pay invoices received by Contractor after such 30 day period.

2. Dispute Resolution

Notwithstanding anything in the other Contract Documents (as defined below) to the contrary, if Subcontractor believes a dispute has arisen, or is likely to arise, between Contractor and Subcontractor relating to the Contract Documents, Subcontractor agrees to notify Contractor in writing within 7 days after Subcontractor has notice of such dispute or potential dispute. Promptly following delivery of such notice, Subcontractor and Contractor agree to work together in good faith to resolve the dispute through direct discussions. If the parties are unable to resolve the dispute through direct discussions within 7 days, the parties agree to attempt to mediate the dispute under the Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project. If mediation is unsuccessful, Contractor and Subcontractor agree to submit to arbitration. Such arbitration shall be done in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and binding on both parties. The parties waive rights to litigate disputes arising out of or relating to the Contract Documents.

3. Change Orders

No change in the materials or services to be provided hereunder shall be allowed, or made by Subcontractor, or paid for by Contractor unless and until such changes are authorized by Contractor in writing. Subcontractor agrees that Contractor will not be obligated to pay Subcontractor pursuant to any invoices based on changes not previously authorized in writing by Contractor.

Notwithstanding the foregoing, Contractor's project manager may verbally authorize a change order provided that the parties recognize that there will be a change in price and/or schedule and the parties shall enter into a written agreement memorializing such change within 3 days of such verbal authorization. In the event that Contractor and Subcontractor cannot agree on the cost or the schedule impact of a change, Subcontractor agrees, if directed in writing by Contractor, to continue to perform its work in accordance with the original project schedule and provisions of these Standard Terms and Conditions and the other Contract Documents.



4. Incorporation by Reference

The terms and conditions of (1) the Associated General Contractors of Minnesota, Inc. Standard Subcontract Agreement, Labor and Materials Form B-50 (1996 Edition), (2) Standard Contingent Payment Rider, Labor and Materials B-55 (1996 edition), (3) the agreement between the Owner and Contractor, and (4) Contractor's standard purchase order, and all other contract documents identified therein (the foregoing documents, together with these Standard Terms and Conditions, are collectively the "Contract Documents") are hereby incorporated by reference, and the terms and conditions of the foregoing documents are binding on the parties as though specifically set forth herein. The Contract Documents shall be deemed incorporated by reference even though one or more of the Contract Documents have not been signed by the Contractor or Subcontractor. By bidding on a project, Subcontractor acknowledges and agrees that it has received copies of the Contract Documents, or it has had an opportunity to request copies of such documents but has declined to do so.

5. Attorneys' Fees

In the event that Contractor is required to engage an attorney in order to enforce its rights under these Standard Terms and Conditions or any of the other Contract Documents, Subcontractor agrees to reimburse Contractor for all costs and expenses, including without limitation court costs and reasonable attorneys' fees.

6. Back Charges

Subcontractor shall perform its work in such a manner so as to avoid damage to or impairment to the work of Contractor, Owner or other subcontractors or to any other property. Should any damage result from Subcontractor's operations, Subcontractor shall pay all costs or expenses of repairing and/or replacing any damage or losses caused by Subcontractor (including but not limited to Contractor's supervisory costs incurred by overseeing any repair work due to any such damage or losses caused by Subcontractor). Contractor may deduct back charges from any payment due to Subcontractor.

7. Retainage

All payments made to Subcontractor shall be subject to the applicable rate of retainage being held from Contractor by Owner. Such retainage shall be paid to Subcontractor upon completion of the project, after Subcontractor has performed all its obligations hereunder and Owner has paid Contractor in full. Acceptance of final payment by Subcontractor shall constitute a waiver of all claims by Subcontractor, except those previously made in writing which remain unresolved.



8. Lien Waivers

If required by Contractor, Subcontractor shall submit with each application for payment lien waivers from Subcontractor, its subcontractors, and any other potential lien claimants contingent only upon receipt of payment of the amounts indicated thereon. If required by, Owner, Subcontractor shall submit with each application for payment unconditional lien waivers from Subcontractor, its subcontractors, and any other potential lien claimants. Such lien waivers shall be in a form acceptable to Owner and Contractor. Contractor shall not be required to make subsequent payments to Subcontractor until Subcontractor has supplied unconditional lien waivers from itself, its subcontractors and suppliers, and any other potential lien claimant with respect to payments already received by Subcontractor.

9. Special Payment Terms

No payments by Contractor, whether a partial payment or the final payment (including payments by Contractor in connection with any discount plan offered by Contractor), shall be deemed an acceptance of the Subcontractor's work covered thereby, and Contractor waives no claims, rights, or remedies it may have under the contract by making any such payment.

10. Borrowing of Equipment

To the extent that Subcontractor from time to time borrows equipment owned by Contractor (the "Equipment"). Subcontractor agrees that Subcontractor will use all necessary care to avoid damage to the Equipment, Subcontractor's employees or third parties and shall comply with all laws, ordinances, regulations and instructions applicable to the use of the Equipment. Contractor makes no warranties as to the condition or fitness for a particular purpose of any Equipment and expressly disclaim any such warranties or any other warranties implied by law. Subcontractor hereby assumes and shall bear the entire risk of loss or damage to the Equipment, injury to any person resulting from use of the Equipment and any other losses incurred by virtue of Subcontractor's use of the Equipment. Subcontractor hereby indemnifies Contractor for all claims associated with any losses incurred by virtue of Subcontractor's use of the Equipment, including claims and damages and attorneys' fees. Subcontractor agrees that it will inspect any Equipment to its complete satisfaction and release Contractor from, and covenants not to sue Contractor for, all claims and liabilities for any damage or claim Subcontractor might have against Contractor regarding Subcontractor's use of the Equipment or any losses arising there from.



11. Acceptance of Terms

By commencing work under the Contract Documents, Subcontractor shall be deemed to have accepted and agreed to the terms and conditions contained herein regardless of whether Subcontractor has signed the Contract Documents. After acceptance, whether by signature or by commencing work, all changes relating to Subcontractor's work under the Contract Documents must be in writing as required herein.

12. Insurance Requirements

Notwithstanding anything in the other Contract Documents to the contrary, Subcontractor acknowledges and agrees that it shall obtain insurance with limits at least equal to those specified in the Insurance Rider attached to these Standard Terms and Conditions.

13. Site Cleanup

All subcontractors are responsible for daily site cleanup.

PROJECT _____

Subcontractor shall obtain and maintain insurance with limits at least equal to those specified below.

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>	
COMMERCIAL GENERAL LIABILITY		
Occurrence Form	Bodily Injury/Property Damage (CSL)	
Comprehensive Form	Each Occurrence	\$1,000,000
Premises/Operations	General Aggregate	\$2,000,000
Products/Completed Operations	Products Comp/QPS Aggregate	\$2,000,000
Contractual Liability	Personal & Advertising Injury	\$1,000,000
Independent Contractors		
Personal Injury		
Explosion/Collapse/Underground (XCU)		
General Aggregate applies on a "per project" basis		
AUTOMOBILE		
Any Automobile	Bodily Injury (Per Person)	\$1,000,000
All Owned Automobiles	Bodily Injury (Per Accident)	\$1,000,000
Hired Automobiles	Property Damage	\$1,000,000
Non-Owned Automobile	or Bodily Injury/Property Damage (CSL)	\$1,000,000
UMBRELLA LIABILITY		
	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
WORKERS' COMPENSATION AND EMPLOYERS LIABILITY		
(Must Extend To Every Employee, Including Owners)	Coverage "A"	Statutory
	Coverage "B"	
	Each Accident	\$100,000
	Disease - Policy Limit	\$500,000
	Disease - Each Employee	\$100,000

The Commercial General Liability coverage must include Greiner Construction, Inc. ("Greiner"), the Owner and others as required in the Contract Documents, as ADDITIONAL INSURED. The insurance policy to which this Additional Insured endorsement is added shall apply on a primary basis, and the Additional Insured's own CGL policy shall be noncontributory. The Additional Insured endorsements must be ISO forms CG 2010 (10/01 edition) and CG 2037 (10/01 edition) or their equivalents. Products/Completed Operations coverage shall remain in effect for at least two (2) years from the date of acceptance (by Owner) of the project. The General Aggregate limit shall apply on a per project basis.


It is understood and agreed that the insurance coverages and limits, required above, shall not limit the extent of the Subcontractor's responsibilities and liabilities specified within the Contract Documents or by law.

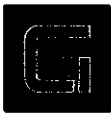
Limits of liability beyond those required above by Greiner Construction, Inc., or any type of insurance not described above which Subcontractor normally requires for its own protection (including builder's risk or other coverage to insure Subcontractor's property or work product) or which Subcontractor is required by law to carry, shall be Subcontractor's sole responsibility and at Subcontractor's own expense.

If Builder's Risk Insurance is provided by Owner, the expense of any deductible amounts applicable within the Builder's Risk Policy of Insurance covering this project shall be handled in accordance with the terms and conditions of the contract between Owner and Greiner Construction, Inc. In absence of specific conditions, deductibles shall be borne by contractor, subcontractor and suppliers in direct proportion as their individual losses bear to the total loss in an occurrence.

The policies obtained and maintained to provide the specified insurance for said project must provide that the required coverage and limits will not be altered, cancelled or allowed to expire without at least 30 days prior written notice to Greiner.

Before beginning any work on the project for GREINER CONSTRUCTION, INC., SUBCONTRACTOR and SUB-SUBCONTRACTORS will provide to GREINER CONSTRUCTION, INC. insurance certificates showing compliance with these insurance specifications.

_____ (SUBCONTRACTOR) By _____ Its _____ Date _____	 _____ GREINER CONSTRUCTION, INC. By _____ Its <i>President</i> Date <i>6-9-2010</i>
---	---



Dear Vendor:

In order to comply with the Internal Revenue Service regulations, we are requesting that you complete the attached Form W-9. We are sending this request to you because you or your business appear on our vendor records as an individual or company with whom we have done business or will be doing business.

Legislation requires us to request a Federal Identification number (not a Social Security Number) to be reported on Form W-9. Please return the completed W-9 by mail, fax, or email within (10) days of receipt. Failure to respond in a timely manner will require us to commence backup withholding at a 28% rate on applicable payments, which are made to you or your business.

All vendors must have a current Certificate of Insurance on file with our office. Please see the enclosed Insurance Rider, please sign and return with Certificate of Insurance.

Let this also serve as a reminder that all applications for payment must be in our office by the 25th of the month. All invoices must indicate our purchase order number, our job number, lien waiver, Greiner Payment Application, Supporting Schedule (if applicable), and submitted in duplicate.

Thank you for your attention to this matter.

Sincerely,

Debra J. Hansen
Vice President

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



Minnesota Statute

The purpose of this form is to comply with the Minnesota State Unemployment law.

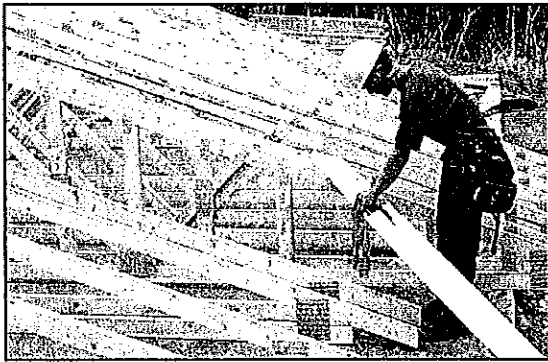
The following is from Minnesota Statutes 268.035 Definitions, Subdivision 9

Construction/Independent Contractor: A worker doing commercial or residential building construction or improvement, in the public or private sector, performing services in the course of the trade, business, profession, or occupation of the employer, shall be considered an employee and not an "independent contractor" unless the worker meets all the following conditions:

- (1) Maintains a separate business with the independent contractor's own office, equipment, materials, and other facilities;
- (2) Holds or has applied for a federal employer identification number or has filed business or self-employment income tax returns with the federal Internal Revenue Service based on that work or service in the previous year;
- (3) Operates under contracts to perform specific services or work for specific amounts of money under which the independent contractor controls the means of performing the services or work;
- (4) Incurs the main expenses related to the service or work that the independent contractor performs under contract;
- (5) Is responsible for the satisfactory completion of work or services that the independent contractor contracts to perform and is liable for a failure to complete the work or service;
- (6) Receives compensation for work or service performed under a contract on a commission or per job or competitive bid basis and not on any other basis;
- (7) May realize a profit or suffer a loss under contracts to perform work or service;
- (8) Has continuing or recurring business liabilities or obligations; and
- (9) The success or failure of the independent contractor's business depends on the relationship of business receipts to expenditures.

If all of the above nine items apply to you, please sign and date verifying that you are an independent contractor and not an employee of Greiner Construction.

Name	Company	Date
GREINER CONSTRUCTION Northstar Center West, 625 Marquette Avenue, Suite 840, Minneapolis, MN 55402		
		PHONE 612.338.1696 FAX 612.338.1892



FACT Sheet



MINNESOTA DEPARTMENT OF
LABOR & INDUSTRY
CONSTRUCTION CODES AND LICENSING

Who may work as an independent contractor in the construction industry?

Exemption certificate

State law requires individuals working as independent contractors in the residential and commercial construction industry to obtain an Independent Contractor Exemption Certificate (ICEC) from the Department of Labor and Industry. For purposes of the state workers' compensation, unemployment insurance, wage and hour occupational safety and health laws and state and federal tax withholding, individuals doing residential and commercial construction work without an ICEC will be employees of the contractor for whom they are working.

These businesses are characterized as contracting, performing work and receiving compensation from another contractor. **The ICEC is only required for independent contractor sole proprietorships who subcontract.**

Businesses that are registered as another business entity with the Minnesota Secretary of State do not qualify for the ICEC. This includes corporations, LLCs and partnerships. Also, the ICEC does not apply to construction sales, many types of landscaping (see Minn. Statutes 181.723, sub. 2) construction design, manufacturing, cleanup, deliveries or maintenance.

To obtain an ICEC, individuals must complete and submit an application that establishes that they meet the conditions required to operate as an independent contractor. Applications are available at www.doli.state.mn.us/ic.

Certificate holders may work as either independent contractors or employees. Whether a certificate holder is working as an independent contractor or employee will depend on the conditions of the particular work relationship. To operate as independent contractors, individuals

must be able to meet the conditions set out in the law's nine-factor test. View the nine-factor test at www.doli.state.mn.us/ic.

Apply for a certificate

Applications for the ICEC are available on the DLI Web site at www.doli.state.mn.us/ic_apply. The application and the renewal fee for the certificate is \$150. These fees are **nonrefundable**. Independent contractors are required to renew their exemption certificate every two years.

Contractor responsibility

Contractors will be obligated to verify that the workers with whom they enter into agreements as independent contractors have a current ICEC.

DLI maintains a list of certificate holders on its Web site, and certificates for those individuals are available to download and print. Contractors are required to maintain a copy of these certificates for five years.

Individuals and contractors who fail to comply with the law are subject to a penalty of up to \$5,000 for each violation and will be reported to workers' compensation, unemployment insurance and revenue regulation for further action.

**For more information
about the ICEC, visit
www.doli.state.mn.us/ic**

This fact sheet is a general outline, subject to statutory change. To read the text of the law, visit www.doli.state.mn.us/ic. Determination of independent contractor status for those doing commercial or residential building construction or improvements in the public or private sector is governed by Minnesota Statutes §181.723.

443 Lafayette Road N. • St. Paul, MN 55155 • E-mail: dli.ic@state.mn.us • Phone: (651) 284-5074 • TTY: (651) 297-4198



GREINER CONSTRUCTION, INC. VENDOR APPLICATION FORM
Please fill out as much of the following information as possible and return

1. Company Name: _____
2. Mailing Address: _____
City/State/Zip: _____
3. Primary Contact Person: _____ Phone#: _____
4. Billing Contact Person: _____ Phone #: _____
5. Fax #: _____ Email Address: _____

___ Subcontractor ___ Material Supplier ___ Other

Union Contractor: Yes/No Signatory: _____ Phone #: _____

References:

Banker _____ Telephone _____
Address _____ Fax _____

Bonding Company _____
Address of Bonding Company _____

Bonding Contact _____
Bonding contact Phone Number _____

Bonding Capacity _____
Please provide letter from bonding company with limits

Supplier _____ Telephone _____
Address _____ Fax _____

Supplier _____ Telephone _____
Address _____ Fax _____

Is your business certified by a federal, state or municipal governmental agency, or by any other certifying agency or organization as any of the following?

- ___ MBE - Minority Business Enterprise ___ SBE - Small Business Enterprise
___ VBE - Veterans Business Enterprise ___ DBE - Disadvantaged Business Enterprise
___ WBE - Women Owner Business Enterprise

Please describe below as accurately as possible, the service(s) or product(s) your company provides.



Work Ethics Policy

Greiner Construction will comply with all applicable laws and regulations and expects its directors, officers, volunteers and employees to conduct business in accordance with the letter and spirit of relevant laws and refrain from dishonest or unethical conduct.

Employees shall, during both working and nonworking hours, act in a manner which will inspire public trust in their integrity, impartiality and devotion to the best interests of the company, its customers and citizens.

To ensure ethical and impartial business practices it is prohibited for Greiner Construction employees to engage in any activities, transactions, or relationships that are incompatible with the impartial, objective, and effective performance of their duties.

Any time labor, materials or services are provided to a Greiner employee for personal use **full disclose to Greiner Management is required, by the employee and by the service provider.** Failure to make required disclosure or resolve conflicts of interest satisfactorily can result in discipline up to and including termination of employment and termination of future business transactions with Greiner Construction.

I have received and read a copy of this Code of Ethics Policy Statement, understand all of its terms and agree to be bound by the provisions contained therein.

(Printed Name)

(Signature)

(Company Name)

(Date)



Greiner Construction has made a concerted effort to create a safe and productive work environment and **we have had fantastic results.**

To that end, we are now expanding our efforts and will be directly including our subcontractors and service providers in creating an even safer and more productive job site. We are requesting a letter from your insurance agent, insurance carrier, or state fund (on their letterhead) verifying the Experience Modification Rate (EMR) for your companies current and last three years to include effective dates and OSHA Rating.

We attribute a large part of our success to having our employees fill out a Daily Planning Work Sheet on EVERY job and holding weekly "Tool Box Talks" on site. The benefits we have seen are:

1. A safety and risk awareness culture.
2. More productive jobs.
3. Higher quality work.
4. Less punch list items.
5. More profitable projects.
6. Lower Insurance Premiums.

Moving forward; we require every subcontractor to at a minimum adhere to the same safety standards that Greiner employees are held to. All subcontractors are required to perform daily task planning.

You can review our safety manual and sample Daily Planner worksheets on our website at

http://www.greinerconstruction.biz/the_greiner_advantage/forms_and_policies/

This expectation must be communicated to every person that you send to a Greiner job site!

Compliance is mandatory. Anyone who chooses not to comply with all safety and Daily Planning requirements will be asked to leave the job site!

We look forward to a safe and prosperous working relationship.

