MERIT CONSTRUCTION, INC.

STANDARD FORM OF AGREEMENT
BETWEEN CONTRACTOR AND SUBCONTRACTOR

FILE COPY

Merit CONSTRUCTION, INC.

INS. CERT. 01-07-08
BUS. LIC. 04-01-07
SIGN yes
UNALT. ✓
BOND OK
FED. TAX I.D. NO
*on file

ARTICLE 1

AGREEMENT

This Agreement is made this 15th day of January in the year 2007 by and between the

work started in July 2006 per progress meeting #30 page 4.

CONTRACTOR (Name and Address)
MERIT CONSTRUCTION, INC.
10435 DUTCHTOWN ROAD
KNOXVILLE, TN 37932
PHONE (865) 966-4100 FAX (865) 966-4101

SUBCONTRACTOR (Name and Address)
BLOUNT CONTRACTORS, INC.
~~3211-E REGAL DRIVE~~ 3025 NORTHPARK BLVD. UCH
MARYVILLE, TENNESSEE 37701

PHONE: 865-981-9090 FAX: 865-981-9096

SUBCONTRACTOR CONTACT: BILL HALL
SUBCONTRACTOR JOB #: 05-048-B
COST CODE: 03100

for services in connection with the Scope of Work as described in Exhibit "A"

Contract Amount: $1,503,020.00 — proposal dated 6-7-06 was for $1,476,000

final contract amount paid was $1,953,178.00

32.3 % more

Job No. 05-048

REQ'D

for the following
PROJECT
HARDIN VALLEY HIGH SCHOOL
11345 HARDIN VALLEY ROAD
KNOXVILLE, TN 37932

Whose
OWNER is: (Name and Address)
PUBLIC BUILDING AUTHORITY OF THE COUNTY OF KNOX AND THE CITY OF KNOXVILLE, TENNESSEE
912 SOUTH GAY STREET, SUITE 700
KNOXVILLE, TN 37902

The **ARCHITECT/ENGINEER** for the Project is: (Name and Address)
THE LEWIS GROUP
1111 NORTHSHORE DRIVE, SUITE N290
KNOXVILLE, TN 37919

Notice to the parties shall be given at the above addresses.

This is a modified version of **AGC DOCUMENT NO. 655I**
January 19,2000

ARTICLE 13

EXISTING SUBCONTRACT DOCUMENTS

As defined in Paragraph 2.3, the following Exhibits are a part of this Agreement.

EXHIBIT A Scope of Work

EXHIBIT B The Drawings, Specifications, General and other conditions, addenda and other information. (Attach a complete listing by title, date and number of pages.)

EXHIBIT C Insurance Provisions, Three (3) pages.

EXHIBIT __ Progress Schedule, _____ pages.

EXHIBIT __ Alternates and Unit Prices, include dates when alternates and unit prices no longer apply, _____ pages.

EXHIBIT D-E Other Provisions, Supplementary Conditions and Documents, Five (5) page.

This Agreement is entered into as of the date entered in Article 1.

WITNESS: Nancy Kelley
01-19/07

WITNESS: Regina M. Burrell

CONTRACTOR: MERIT CONSTRUCTION, INC.

BY: _____

PRINT NAME: STEVE HEATHERLY

PRINT TITLE: SENIOR VICE PRESIDENT

SUBCONTRACTOR: BLOUNT CONTRACTORS, INC.

BY: _____

PRINT NAME: William C. Hall

PRINT TITLE: President

This is a modified version of **AGC DOCUMENT NO. 655I**
January 19,2000

EXHIBIT "A"

SCOPE OF WORK

All building concrete, site concrete and structural excavation work in strict accordance with Section(s) of the Project Specifications as well as all of the contract documents. The contract documents are described in Exhibit "B". — NO EXHIBIT "B" PROVIDED.

The scope of work to be completed by this Subcontractor includes, but is not necessarily limited to:

Building

Layout from two building corners
Excavate foundations, pits and trenches wasting all spoil as directed by the Contractor's Field Superintendent
Dewatering footings and "mucking out" if necessary
Place rebar in concrete work (rebar provided and tie wire provided by this Subcontractor)
Setting all anchor bolts and embedded angles in concrete
Form all necessary blockouts for interior columns
Form all slab turn downs and edges as well as all construction joints
Grout base plates as required
Supply and fine grade stone in thicknesses specified
Supply stone backfill at all walls
Place polyethylene, expansion joint material and wire mesh
Place and finish concrete
Sawcut joints in concrete
Place curing and sealing compound
Provide and install all necessary formwork materials including lumber, nails, screws, fasteners, etc.
Provide concrete placement equipment (i.e. concrete pump, conveyor, etc.)

This bid includes the Base Bid plus revision 1, plus foundation steps and precast lintels.

All concrete testing is to be paid by owner .

All work is to be completed in a first class manner.

No extra compensation will be made for the excavation of and replacement of unsuitable soils or rock whether discovered above subgrade or below subgrade.

Subcontractor's work shall be directed and supervised by a competent person as defined by OSHA. Such competent person shall have a thorough knowledge of OSHA regulations and shall be present at the project site at all times that subcontractor's work is in progress.

Any OSHA fines levied against the general contractor as a result of the subcontractor's failure to comply with OSHA regulations will be deducted from subcontractors contract amount.