



SUBCONTRACT AGREEMENT

Project: [Project Name] & [Project Number]
Subcontract No.: [Kevcon Subcontract Number]
Cost Code: [Kevcon Cost Code]

This Subcontract (“AGREEMENT”) made this [Enter date] day of [Enter Month], [Enter Year], (“Effective Date”) by and between the Contractor & Subcontractor as identified below:

Contractor (“CONTRACTOR”): **KEVCON INC.**
Address: 246 E. Grand Avenue
Escondido, CA 92025
Contact: [Kevcon Project Manager’s Name]
Telephone: 760-432-0307
Fax: 760-432-0317
Mobile: [Kevcon Project Manager’s Cell Number]
Email: [Kevcon Project Manager’s Email]

Contractor is a legal entity organized under the laws of the State of California

Subcontractor (“SUBCONTRACTOR”): [Subcontractor Firm’s Name]
Address: [Subcontractor’s Address]
Contact: [Subcontractor’s Representative]
Telephone: [Subcontractor’s Main Office Phone Number]
Fax: [Subcontractor’s Main Office Fax]
Mobile: [Subcontractor’s Rep.’s Cell Number]
Email: [Subcontractor’s Representative’s Email]

Project (“PROJECT”): [Project Name]
Address: [Project Address]

Owner (“OWNER”): [Owner’s Name]
Address: [Owner’s Address]

Subcontractor’s Initials

Contractor’s Initials

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

WITNESSETH:

WHEREAS, CONTRACTOR has entered into a contract with [Owner's Name] dated as of the [Date of Owner's Contract] to perform the construction and related work and services on the PROJECT under Contract No. [Enter Owner's Contract Number] (hereinafter the "CONTRACT")

WHEREAS, SUBCONTRACTOR desires to perform, and CONTRACTOR has agreed to enter into this AGREEMENT with SUBCONTRACTOR for the performance of a portion of the PROJECT required to complete the CONTRACT.

Therefore for the consideration hereinafter the SUBCONTRACTOR and CONTRACTOR agree and bind themselves as follows:

Section 1. The SUBCONTRACTOR agrees to furnish all material, labor, equipment, supervision, management, services, cartage, scaffolding, hoisting, insurance, and tools to fully perform and in every respect complete the items of work as described as follows:

[General Description of Scope of Work]

for the

[Project Name]

under

Contract No. [Owner's Contract Number] (hereinafter the "CONTRACT"),

between CONTRACTOR and OWNER, in accordance with CONTRACT between the OWNER and the CONTRACTOR and in accordance with supplemental conditions, addenda, the drawings and the specifications prepared by

Architect ("ARCHITECT"): [Architect's Firm Name]
Address: [Architect's Address]

all of which Conditions, Drawings, and Specifications signed by the parties thereto or identified by the OWNER form a part of a Contract between the CONTRACTOR and OWNER (hereinafter call CONTRACT DOCUMENTS)

Subcontractor's Initials

Contractor's Initials

This AGREEMENT includes the CONTRACT DOCUMENTS by reference as though stated in full at this point and also includes the following Exhibits:

- I. Exhibits "A" through "P" to this AGREEMENT
 - Exhibit "A" – Standard Inclusions & Exclusions Applicable to All Subcontractors
 - Exhibit "B" – Description of Work
 - Exhibit "C" – Drawings, Specifications, & Addendum Listing
 - Exhibit "D" – Interim Request for Payment, Waiver and Release
 - Exhibit "E" – Conditional Waiver & Release Upon Progress Payment
 - Exhibit "F" – Unconditional Waiver and Release Upon Progress Payment
 - Exhibit "G" – Conditional Waiver and Release Upon Final Payment
 - Exhibit "H" – Unconditional Waiver & Release Upon Final Payment
 - Exhibit "I" – Schedule of Values
 - Exhibit "J" – Project Schedule Milestones
 - Exhibit "K" – Site Work Rules
 - Exhibit "L" – Insurance Requirements
 - Exhibit "M" – Certificate of Insurance Example
 - Exhibit "N" – Subcontractor Production Report
 - Exhibit "O" – Davis Bacon Prevailing Wage Acknowledgement
 - Exhibit "P" – Subcontractor Project Information Sheet

SUBCONTRACTOR expressly agrees and acknowledges that SUBCONTRACTOR has obtained a copy of, has fully reviewed and agrees to comply with requirements of the CONTRACT DOCUMENTS including in the case of a Contract with the United States, the Federal Acquisition Regulation and its supplements, and all documents, which are incorporated by reference or referred to in or by the CONTRACT DOCUMENTS. SUBCONTRACTOR agrees to perform this AGREEMENT for the lump sum of:

[Subcontract Amount – Written] dollars (\$[Subcontract Amount] – Number)].

Section 2. Time is of the essence in this AGREEMENT; the SUBCONTRACTOR agrees to begin work as soon as he is notified by the CONTRACTOR, but far enough in advance to allow the beginning of SUBCONTRACTOR'S work included herein, and will carry forward and complete SUBCONTRACTOR'S work as rapidly as the CONTRACTOR may judge that the CONTRACTOR'S progress schedule will permit and strictly in accordance with the CONTRACTOR'S current progress schedule. SUBCONTRACTOR is responsible for obtaining a current copy of and completing SUBCONTRACTOR'S work in strict compliance with CONTRACTOR'S most current progress schedule.

Should SUBCONTRACTOR fall behind in meeting CONTRACTOR'S most current progress schedule, CONTRACTOR has the right, after 48 hours notice, to supplement the SUBCONTRACTOR's labor with other labor to catch up and maintain the progress schedule. Should CONTRACTOR supplement the SUBCONTRACTORS labor the amount shall be backcharged to the SUBCONTRACTOR plus 25% administrative fee plus 10% profit.

Section 3. SUBCONTRACTOR expressly represents that before preparing its bid to submit to CONTRACTOR that SUBCONTRACTOR has made a site visit to the PROJECT site and is knowledgeable of the site conditions at the PROJECT site.

Section 4. SUBCONTRACTOR expressly represents that SUBCONTRACTOR is properly licensed to perform the work, described by this AGREEMENT, as required by the laws of the State of [Enter State in Which Project is Located] and any local jurisdiction and the terms of the CONTRACT and that SUBCONTRACTOR will maintain licensure for the entire performance period of this AGREEMENT. Failure to be properly licensed or loss of proper licensure at any time for any period between AGREEMENT execution and SUBCONTRACT completion is considered a breach of this SUBCONTRACT and automatically puts the SUBCONTRACTOR in default of this SUBCONTACT as indicated in Section 6 of this AGREEMENT.

Section 5. All of the provisions of the CONTRACT DOCUMENTS between OWNER and CONTRACTOR which relate to that portion of the whole work hereby undertaken by the SUBCONTRACTOR are incorporated herein by reference, together with the Drawings and Specifications applicable to such labor and required material in order to perform the whole work of the SUBCONTRACTOR in the place and instead of the CONTRACTOR, and to the same extent and standard as to which the CONTRACTOR is required to perform under the terms of the CONTRACT DOCUMENTS. All of the general and special provisions of the CONTRACT DOCUMENTS relating to that portion of the whole work hereby undertaken by the SUBCONTRACTOR shall be binding upon the SUBCONTRACTOR. The CONTRACTOR shall have the same rights with regard to termination of this AGREEMENT that the OWNER may exercise over the CONTRACTOR under the provisions of the CONTRACT DOCUMENTS. Such power of termination shall be in addition to any other power the CONTRACTOR may have as part of this AGREEMENT to terminate this SUBCONTRACT, and the CONTRACTOR shall have the sole right to elect as to which power he shall exercise. The termination clauses referenced in the CONTRACT DOCUMENTS and the Federal Acquisition Regulations are expressly incorporated by reference into this AGREEMENT as though set forth in full at this point.

Section 6. TERMINATION FOR DEFAULT: SUBCONTRACTOR shall be liable for all damages suffered or costs incurred by CONTRACTOR resulting from a termination for default. SUBCONTRACTOR shall have no right to receive any payment after default until the CONTRACT has been completed and CONTRACTOR'S damages, if any, have been ascertained. If the SUBCONTRACTOR files for bankruptcy under the Bankruptcy code in any federal court, is adjudged a bankrupt, or if SUBCONTRACTOR should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, this AGREEMENT shall be considered terminated for default and the CONTRACTOR shall have the absolute right to take over and complete the SUBCONTRACTOR'S work by any means at the CONTRACTOR's option.

If the SUBCONTRACTOR should fail to carry forward and complete his work as provided in this AGREEMENT as rapidly as the CONTRACTOR may judge that the progress will permit, or fails to complete SUBCONTRACTOR'S work in accordance with the schedule, if the SUBCONTRACTOR should become insolvent or should fail to make prompt payment to its subcontractors, suppliers, laborers or vendors for material or labor used on the job, if the SUBCONTRACTOR should fail to comply with instructions of the OWNER or with applicable Federal and State, County or City laws, or if liens or claims are filed on the PROJECT or against CONTRACTOR'S performance and/or payment bond, or in any other matter breach the terms of the AGREEMENT, then the CONTRACTOR may without prejudice to any other right or remedy, terminate for default the SUBCONTRACTOR three calendar (3) days after SUBCONTRACTOR receives written notice ("NOTICE") by facsimile, certified US mail, and/or personal delivery. That is, by written notice, SUBCONTRACTOR shall be given three(3) calendar days to cure the reason(s) for the default. If the reason(s) provided for the proposed default stated in the NOTICE is/are not cured within three (3) calendar days after receipt of NOTICE the SUBCONTRACT shall be considered terminated for default without further notice by CONTRACTOR. After default CONTRACTOR may thereupon take control of the work covered by this AGREEMENT and may take possession of all SUBCONTRACTOR'S labor, equipment and materials thereon and complete the work with his own forces or as the CONTRACTOR may exercise in its sole discretion. No tools, construction equipment, materials, and facilities at jobsite will be permitted to leave the jobsite without express written permission of the CONTRACTOR.

The SUBCONTRACTOR shall not be entitled to receive any further payments until the work is completed and the CONTRACTOR'S damages, if any, have been ascertained. It is expressly understood and agreed that should this AGREEMENT be terminated for default that CONTRACTOR has the absolute

right to retain possession of and incorporate into the project all of SUBCONTRACTOR'S equipment and materials pending final completion of the project and a final accounting and adjudication of the rights of SUBCONTRACTOR and CONTRACTOR. If the unpaid balance under the AGREEMENT shall exceed the cost to the CONTRACTOR of finishing the work, including compensation for additional managerial, home and field office overhead and administrative services and all other expenses made necessary by the termination of this AGREEMENT, the excess shall be paid to the SUBCONTRACTOR. If such expense is greater than such unpaid balance, the SUBCONTRACTOR shall pay the difference to the CONTRACTOR.

This excess amount shall be immediately due and owing from the SUBCONTRACTOR to the CONTRACTOR. In addition, CONTRACTOR shall add 25% to the value of the terminated work that CONTRACTOR completes as the administration expense of performing the terminated work and an additional 10% profit as CONTRACTOR'S profit in finishing the SUBCONTRACTOR'S work. If it is determined that SUBCONTRACTOR is unable to pay for the difference plus overhead and profit, CONTRACTOR may, in its sole discretion, sell SUBCONTRACTOR'S material and equipment as an offset to the amount owed CONTRACTOR and/or Subcontractors and Suppliers of SUBCONTRACTOR. Subsequent to the termination of this AGREEMENT, CONTRACTOR may, in its sole discretion, pay SUBCONTRACTOR'S subcontractors and suppliers.

Section 7. On or about the 20th of each month the CONTRACTOR shall submit to the SUBCONTRACTOR a pay request for the SUBCONTRACTOR'S signature and notary. The pay request will be generated from the master schedule update based on the Schedule of Values contained in Exhibit "I". Pay request is subject to revision based on the Owner's final review and approval of the pay request. The CONTRACTOR agrees to pay the SUBCONTRACTOR upon the submission of periodic estimates, within fifteen (15) days of the date the CONTRACTOR is paid by the OWNER, or such period required by the CONTRACT DOCUMENTS, for work performed by the SUBCONTRACTOR on behalf of the CONTRACTOR. No payment will be made until all certified payrolls, as-builts, conditional lien releases are received from SUBCONTRACTOR (and their subcontractors (all tiers), suppliers (all tiers), and unions for the current pay period, and unconditional lien releases from SUBCONTRACTOR (and their subcontractors (all tiers) and suppliers (all tiers)) for previous pay period are received. **[Enter Retention %] retention** will be held on each pay request.

CONTRACTOR may, at CONTRACTOR'S sole option, require SUBCONTRACTOR to submit lien releases with each periodic invoice. The SUBCONTRACTOR agrees upon making application for final payment and retained percentage under this AGREEMENT to furnish lien releases that all bills

for materials, rental equipment, labor, and other items, and the CONTRACTOR may require such affidavit to be supported by receipted bills, and the CONTRACTOR may withhold any such final payment until such affidavits and receipted bills, if required by the CONTRACTOR, are furnished him by the SUBCONTRACTOR. Releases from creditors of the SUBCONTRACTOR in form satisfactory to the CONTRACTOR will be accepted in lieu of receipted bills. If SUBCONTRACTOR is a signatory to any union agreement SUBCONTRACTOR will be required to submit with each application for payment Release(s) from SUBCONTRACTOR's union that all payments required by SUBCONTRACTOR's agreement with the union have been timely and properly made.

Section 8. SUBCONTRACTOR agrees to make all requests for equitable adjustment or for extra costs, for changes or modifications to this AGREEMENT, for extensions of time and for damages for delays to the CONTRACTOR in the manner provided in the CONTRACT DOCUMENTS for like claims by the CONTRACTOR upon the OWNER. However, the SUBCONTRACTOR must provide written notice to CONTRACTOR of the circumstances for extra cost, extension of time, change or modification, and/or damages for delay to the AGREEMENT within 48 hours from the time said extra cost, delay or damage is incurred. SUBCONTRACTOR expressly agrees that failure to provide *written* notice constitutes an actual and express waiver of all additional costs incurred by the SUBCONTRACTOR resulting from the circumstances giving rise to the claim(s). CONTRACTOR agrees to cooperate with SUBCONTRACTOR in its claims against the OWNER and to forward any such claims to the OWNER that CONTRACTOR determines are in submitted in good faith, reasonably exercised. SUBCONTRACTOR agrees to pay any costs, including attorney's fees and costs, incurred by CONTRACTOR in reviewing and processing SUBCONTRACTOR's claims.

Changes or modifications to this AGREEMENT, INCLUDING THOSE CHANGES OR MODIFICATIONS WHICH INCREASE OR DECREASE THE COST OF OR TIME TO COMPLETE THIS AGREEMENT, will be binding on the CONTRACTOR only if such changes are in writing and signed by Kevin Kutina or Charles Briney. NO OTHER PERSON, OTHER THAN KEVIN KUTINA OR CHARLES BRINEY, SHALL HAVE THE RIGHT TO AGREE TO OR MAKE CHANGES OR MODIFICATIONS TO THIS AGREEMENT. EMAILS, LETTERS OR OTHER DOCUMENTS SIGNED BY KEVCON PROJECT MANAGERS OR KEVCON EMPLOYEES ARE NOT MODIFICATIONS OR CHANGES.

The CONTRACTOR may, by written change order, make any change including additions or deletions in quantities or changes to the specifications or drawings. If any change otherwise reasonably affects the amount due the

SUBCONTRACTOR, or the time of performance hereunder, an equitable adjustment shall be made. Upon reasonable notice to the SUBCONTRACTOR, the CONTRACTOR may, by written change order, cancel any work not then performed without any liability to the CONTRACTOR, except that there shall be an equitable adjustment between the parties as to any work or materials then in progress. No such cancellation shall relieve either party of their continuing obligations to any work, performed hereunder.

If SUBCONTRACTOR proceeds to perform any change or modification without a bilaterally signed written modification, SIGNED BY EITHER KEVIN KUTINA OR CHARLES BRINEY, to the AGREEMENT, SUBCONTRACTOR proceeds at its own risk and cost and cannot thereafter make a claim to the CONTRACTOR for additional costs incurred.

Section 9. SUBCONTRACTOR assumes exclusive liability for all contributions, taxes, or payments required to be made because of employees of the SUBCONTRACTOR by the Federal and State Unemployment Compensation Acts, Social Security Acts or any amendments thereto, and by all other or future acts, State or Federal, requiring the payment of similar contributions or taxes, and for all sales and use tax. SUBCONTRACTOR must investigate the requirement for payment of payroll, state, and use taxes.

Section 10. SUBCONTRACTOR agrees to protect the CONTRACTOR by carrying public liability, property damage, and Worker's Compensation Insurance as follows and in Exhibit "M", or as required by the CONTRACT DOCUMENTS if the limits required by the Contract are greater. If a conflict in the language, requirements and/or limits occurs between Section 10, Exhibit "M", or the Contract, the most stringent language, requirement, or highest limit shall prevail. CONTRACTOR and OWNER shall be named as additional insured on all policies provided by SUBCONTRACTOR.

The SUBCONTRACTOR agrees to forever save and keep harmless and fully indemnify the CONTRACTOR and OWNER and their officers, employees and agents of and from all liabilities, damages, claims, Judgments, costs and expenses because of the loss or damages to property, or injuries to or deaths of persons in any way arising out of or in connection with this AGREEMENT or by any conditions created thereby or the work to be performed there under. Without limiting the generality of the foregoing, the SUBCONTRACTOR shall assume the responsibility for the investigation and defense of all claims and suits and pay all costs and expenses incurred in connection therewith.

SUBCONTRACTOR agrees that this provision shall include injuries to, or death, of SUBCONTRACTORS' employees caused or in any manner arising from the operation hereunder, including the use by SUBCONTRACTOR of equipment or materials furnished by SUBCONTRACTOR, CONTRACTOR, or OWNER.

Section 11. If SUBCONTRACTOR is a manufacturer or supplier of equipment, in addition to the insurance requirements of Section 10, SUBCONTRACTOR shall carry errors and omissions or other products liability insurance that is sufficient to cause CONTRACTOR to be fully indemnified against any negligence or other tort claim of the OWNER or other third party against CONTRACTOR resulting from the failure of SUBCONTRACTOR's product or negligence in workmanship.

Section 12. (Select either "Required Under this Agreement" or "Not Required Under this Agreement")

The SUBCONTRACTOR agrees to furnish (if required) adequate bonds on CONTRACTOR'S standard form, for the performance of this work. Such bond to be issued by a bonding company satisfactory to the CONTRACTOR. If at any time during the progress of the work the company or the bond should be deemed inadequate by the CONTRACTOR, the SUBCONTRACTOR agrees to furnish an adequate bond that is satisfactory to the CONTRACTOR within five (5) days after written notice given to the SUBCONTRACTOR by the CONTRACTOR. SUBCONTRACTOR'S bonding company must be a U.S. Treasury listed and approved surety. Failure to provide adequate bond upon request shall be ground for termination in accordance with Section 3 and 4 of this AGREEMENT.

Section 13. The SUBCONTRACTOR agrees to perform the SUBCONTRACT in accordance with the Army Corps of Engineers Safety Manual or OSHA regulations in effect or most current on the date of award of the CONTRACT. The SUBCONTRACTOR must keep his work station clean and orderly at all times, dispose of all rubbish and debris from his portion of work on a daily basis. If SUBCONTRACTOR fails to perform cleanup or dispose of debris within 24 hour written notice from CONTRACTOR, CONTRACTOR may perform cleanup for SUBCONTRACTOR. Any cleanup by CONTRACTOR will be charged to SUBCONTRACTOR who did not comply with cleanup requirements. A 25% administration overhead and 10% profit markup will be added to any costs incurred by CONTRACTOR if CONTRACTOR cleans SUBCONTRACTOR's work station.

Section 14. In case of conflict between the provisions of the CONTRACT DOCUMENTS between the OWNER and the CONTRACTOR and provisions of

the Contract between the OWNER or the CONTRACTOR and provisions of this AGREEMENT, the provisions of this AGREEMENT shall prevail in any matter between the CONTRACTOR and SUBCONTRACTOR.

Section 15. The SUBCONTRACTOR shall not employ any workman whose employment on the PROJECT or CONTRACT is objected to by the CONTRACTOR or OWNER. CONTRACTOR has the absolute sole discretion and right to direct SUBCONTRACTOR to immediately terminate and remove from the PROJECT and CONTRACT any employee of SUBCONTRACTOR.

Section 16. CONTRACTOR is an Equal Employment Opportunity Employer and it is this company's policy to hire, upgrade, promote, lay-off or discharge all employees on a basis of qualification and without regard to race, creed, sex, color, or national origin. The SUBCONTRACTOR agrees to comply with Executive Order 11246, as amended, 38 U.S.C. 4212 (the Vietnam Era Veterans Readjustment Assistance Act), and Section 503 of the Rehabilitation Act of 1973, as amended, and their implementing regulation. Noncompliance with this AGREEMENT shall be sufficient cause to terminate the employment of the SUBCONTRACTOR as provided in Section 4 of this document. SUBCONTRACTOR is encouraged to subcontract with and/or obtain supplies from certified MBE/WBE/DVBE's and is required to comply with MBE/WBE/DVBE's hiring percentages, if required by the CONTRACT DOCUMENTS.

Section 17. Should CONTRACTOR be required to retain an attorney to enforce the terms of AGREEMENT and/or to defend itself against SUBCONTRACTOR and third parties as a result of actions or inactions of SUBCONTRACTOR, SUBCONTRACTOR is required to reimburse CONTRACTOR for all reasonable attorneys' fees and costs, including fees and costs of experts retained by CONTRACTOR. SUBCONTRACTOR expressly agrees that all legal actions filed against CONTRACTOR by SUBCONTRACTOR are to be filed and litigated only in San Diego County Superior Court unless CONTRACTOR expressly agrees in writing to other venue or jurisdiction. All Miller Act claims, disputes and matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be filed in the United States District Court for the Southern District of California, San Diego, CA regardless of the geographical location of the PROJECT. SUBCONTRACTOR expressly agrees to include this Section 17 in all of SUBCONTRACTOR's purchase orders, subcontracts or agreements to purchase supplies, materials and/or products.

Section 18. SUBCONTRACTOR shall not assign or sublet this AGREEMENT or any part of the AGREEMENT, or any monies due SUBCONTRACTOR as a result of this AGREEMENT, without prior written

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

consent of the CONTRACTOR. Any such assignment made by the SUBCONTRACTOR without CONTRACTOR'S written consent is void.

Section 19. This AGREEMENT constitutes the entire agreement between CONTRACTOR and SUBCONTRACTOR. This AGREEMENT fully and completely supersedes and replaces any and all prior understandings, representations, warranties, purchase orders, quotes, demands, requests and oral agreements between CONTRACTOR and SUBCONTRACTOR. This AGREEMENT may only be modified by a written document signed by both CONTRACTOR and SUBCONTRACTOR.

Section 20. The laws of the State of California shall govern this AGREEMENT.

IN WITNESS WHEREOF the PARTIES hereto have executed this AGREEMENT in two (2) copies consisting of [Enter Number of Pages in Subcontract - Written] ([Enter Number of Pages in Subcontract – Number]) pages each on the _____ day of _____, 2010.

KEVCON, INC.

BY: _____
Kev Kutina
CONTRACTOR

[Enter Subcontractor's Firm Name]

BY: _____

Print Name: _____

Title: _____

It's Duly Authorized Agent
SUBCONTRACTOR

(IF NOT SIGNED AND RETURNED WITHIN TEN (10) DAYS, THIS DOCUMENT IS SUBJECT TO CANCELLATION)

Subcontractor's Initials

Contractor's Initials

EXHIBIT - A

STANDARD INCLUSIONS & EXCLUSIONS APPLICABLE TO ALL SUBCONTRACTORS

STANDARD INCLUSIONS:

The following shall be included in the work of each subcontractor's scope, unless specifically noted or included in a particular scope:

- 1) **Existing Conditions:** SUBCONTRACTOR shall inspect the work provided by others onto which the work is to be placed or to which the work is to be applied or attached and shall notify CONTRACTOR in writing of any observable defect or other detrimental condition in any such work prior to the performance of the affected work. If SUBCONTRACTOR fails to so notify CONTRACTOR, SUBCONTRACTOR shall be deemed to have accepted the condition of such work as suitable for its work. SUBCONTRACTOR shall be liable for any added costs or damage resulting from its performance of any work involving any unsuitable work provided by others of which SUBCONTRACTOR has not notified CONTRACTOR as required, including any re-performance and related costs of correction and any additional costs incurred by the CONTRACTOR, OWNER or their Contractors.
- 2) **Substitutions:** Unapproved deviations or substitutions from the Contract Documents will not be accepted. Non-compliant work will be removed and replaced at the subcontractor's expense.
- 3) **Qualified Workmen:** Qualified and certified workmen shall perform all construction according to the most recently prescribed practice. Any Sub-tier contractor engaged in the performance of the work is subject to the CONTRACTOR'S approval.
- 4) **Schedule Adherence:** SUBCONTRACTOR has reviewed the project schedule milestones (Exhibit J), and has included all manpower, shift work, and overtime necessary to complete the work outlined in the CONSTRUCTION DOCUMENTS within the durations set forth. SUBCONTRACTOR shall deliver materials in accordance with CONTRACTOR'S most current project schedule. SUBCONTRACTOR shall coordinate daily activities with CONTRACTOR and furnish a three week look ahead schedule to the CONTRACTOR on a weekly basis. All costs to meet the CONTRACTOR'S schedule including, but not limited to, overtime, shift work, supervision, and expediting deliveries shall be borne by the SUBCONTRACTOR. SUBCONTRACTOR shall complete all work to avoid delaying other work and completion dates of PROJECT. SUBCONTRACTOR has considered, is aware, and has included costs for the necessity to maintain adequate supervision, manpower, and equipment to sustain multiple work activities to mitigate potential impacts to the project schedule.
- 5) **Mobilizations:** SUBCONTRACTOR has considered, is aware, and has included the cost for multiple mobilizations in conjunction with sequencing of this work and work of other trades.
- 6) **Pre-Construction Meeting:** SUBCONTRACTOR'S Project Manager and Superintendent/Foreman shall attend a Pre-Construction Meeting with the

- CONTRACTOR a minimum of three (3) business day prior to mobilization onto the PROJECT.
- 7) **Protection of Work:** SUBCONTRACTOR shall protect all existing work and/or property from damages during their installations. Any damage resulting from SUBCONTRACTOR'S performance shall be SUBCONTRACTOR'S sole responsibility to repair, clean, and correct to original condition.
 - 8) **Coordination:** SUBCONTRACTOR shall coordinate their installations with other trades on-site for a complete fully operational system. Coordination process to be as defined by subcontractor and approved by CONTRACTOR and implemented for each building and/or phase of construction.
 - 9) **Warranties:** SUBCONTRACTOR shall provide warranties in accordance with the CONTRACT DOCUMENTS, and as provided by materials manufacturer or whichever time period is greater.
 - 10) **Inspections:** SUBCONTRACTOR shall coordinate, be in attendance, and cooperate with the testing agencies of the CONTRACTOR, OWNER, or other governing agencies and authorities including timely notices for inspection of the work and the use of access scaffold or equipment is included. All tests will be per the CONTRACT DOCUMENTS and witnessed by the appropriate parties.
 - 11) **MSDS:** Provide MSDS for all materials used on-site as required.
 - 12) **Regulatory Requirements:** Municipal requirements for permits, licenses, special testing, seismic bracing, emergency lighting, exit signage, and other code requirements are to be met by subcontractor for their scope of work. This includes coordination of inspections as they relate to your work.
 - 13) **Coordination Drawings:** If applicable to SUBCONTRACTOR'S work, SUBCONTRACTOR shall prepare coordination drawings showing exact alignment, physical location and other required details for those portions of its work that must be coordinated with the work of CONTRACTOR, OWNER, or their other contractors, and shall participate in any related coordination efforts by CONTRACTOR.
 - 14) **Layout:** SUBCONTRACTOR shall be responsible for all layout of its work. CONTRACTOR shall furnish one benchmark and a grid line in each direction on every floor.
 - 15) **Submittals:** In addition to number of copies of submittals specified in the CONTRACT DOCUMENTS, SUBCONTRACTOR shall furnish an electronic copy of each submittal along with the specified hard copies. Submittals shall be furnished by the date shown on the submittal schedule. CONTRACTOR has the right to assess a \$100 day penalty for each day the submittal is late.
 - 16) **Safety:** Areas of work under this AGREEMENT are being performed in an area where other trades may be subject to hazardous situations. SUBCONTRACTOR is responsible for and will take all necessary precautions to protect other trades and the general public from falling debris, construction equipment, open trenches, or any act performed by the SUBCONTRACTOR that may be of endangerment. SUBCONTRACTOR shall be responsible for all barricades and banners, warning signs and flagmen for traffic control if required to ensure SUBCONTRACTOR'S work is adequately protected for the general public and surrounding property. All personnel working on site are required to have a 10 hr OSHA card. All SUBCONTRACTOR personnel must wear safety glasses, hard hats, and safety vests at all time while working on the project site. Hearing

protection will be carried by all employees at all time and will be used where noise levels exceed OSHA maximum safe level. SUBCONTRACTOR is responsible for providing all Personal Protection Equipment (PPE) to their employees.

- 17) Deliveries:** SUBCONTRACTOR shall be responsible for offloading, storing, and protecting any equipment, materials, supplies, and other items for the work at the project site and shall make the appropriate provisions to receive, unload and safety store all such items. All deliveries and their contents must be approved by CONTRACTOR prior to shipment. SUBCONTRACTOR shall provide the CONTRACTOR twenty-four (24) hours notice prior to any deliveries. Shipments arriving without prior approval will be refused accessed to the site. All deliveries must appear on the SUBCONTRACTOR'S three (3) week look ahead schedule.
- 18) Storage:** The locations for employee and equipment parking, material and supply storage and temporary trailers shall be designated and approved by CONTRACTOR if on the project site or on another site arranged by the CONTRACTOR. CONTRACTOR reserves the right to change any designated or approved location and SUBCONTRACTOR shall promptly advise it employees of the change and relocate any materials, supplies, and temporary trailers to the newly designated location at no cost to CONTRACTOR.
- 19) Meetings:** SUBCONTRACTOR'S Foreman/Superintendent shall attend CONTRACTOR'S weekly subcontractor's meeting one week prior to starting work on site and then weekly while working on site. SUBCONTRACTOR shall be represented by personnel who are authorized to make binding decisions on SUBCONTRACTOR'S behalf in connection with the performance of the work and its other obligations under this AGREEMENT., including committing to safe work practices, staffing levels, equipment, material and supply deliveries, and coordination of the work. SUBCONTRACTOR may be required by CONTRACTOR to attend and SUBCONTRACTOR agrees to actively participate in, any such meetings prior to commencement date of the work, including meetings and safety orientations for the maintenance of an injury environment.
- 20) Daily Reports:** SUBCONTRACTOR shall submit a daily report, on a CONTRACTOR provided daily report form, to the CONTRACTOR, which shall, at a minimum, include: a description of the SUBCONTRACTOR'S work activities for the day; a work force count by trade for the SUBCONTRACTOR and it's Sub-contractors; a listing of any major deliveries; and, a description of any Delay Event or other matter that has or may adversely impact SUBCONTRACTOR'S ability to perform the work in accordance with the AGREEMENT and its actual or anticipated impact on the work. SUBCONTRACTOR'S daily report is due by the end of each workday. In addition to any other applicable requirements in the AGREEMENT, SUBCONTRACTOR'S right to submit a claim for any Delay Event or other matter that adversely impacts the work is conditioned on SUBCONTRACTOR'S submission of its daily report describing the matter and SUBONTRACTOR waives any claim in connection with a matter that is not adequately described in SUBCONTRACTOR'S daily reports. SUBCONTRACTOR'S daily reports shall not serve as a substitute for, or relieve SUBCONTRACTOR of its obligation to provide formal written notice to CONTRACTOR as required elsewhere in the CONTRACT DOCUMENTS of any delay event or other matters that have or may adversely impact

SUBCONTRACTOR'S ability to perform the work in accordance with the AGREEMENT, and the SUBCONTRACTOR waives any claim that does not comply with such requirements and agrees that Contractor's actual or constructive notice of the claim will have no effect on the claim or SUBCONTRACTOR'S waiver of the claim. If SUBCONTRACTOR fails to submit daily reports on a daily basis, CONTRACTOR shall have the right to assess a \$50/day/report penalty for every day a report is late.

- 21) Certified Payroll:** If required on the project, SUBCONTRACTOR agrees to submit Certified Payroll Report to CONTRACTOR by no later than the Friday following the close of the payroll period plus sign and follow the requirements of Exhibit "O". If SUBCONTRACTOR fails to submit report by the Friday following the close of the payroll period, CONTRACTOR shall have the right to assess a \$50/day/report penalty for every day a report is late.
- 22) Joint Checks:** Prior to submitting its first estimate for payment. SUBCONTRACTOR shall CONTRACTOR with a statement identifying the name, address, and telephone number of each known Sub-subcontractor. SUBCONTRACTOR shall update its statement with each monthly estimate for payment as required to identify any new Sub-subcontractors and any name, address, or telephone number changes for existing Sub-subcontractors. CONTRACTOR may, in its sole discretion make payment for any portion of SUBCONTRACTOR'S work by joint check to SUBCONTRACTOR and the applicable Sub-subcontractor or benefit fund to which SUBCONTRACTOR has an obligation. Any payments made by CONTRACTOR by this Section 19 shall be deemed to have been made directly to SUBCONTRACTOR.
- 23) Work Progress Documents and As-Builts:** SUBCONTRACTOR shall maintain construction drawings and other data and documents at the project site and update them each workday as required to accurately reflect the progress of the work. SUBCONTRACTOR shall make drawings, data, and documents available for the Contractor's review at the project site upon request, and at least on a monthly basis in connection with the SUBCONTRACTOR'S estimates of payment. SUBCONTRACTOR shall furnish final as-built drawings to CONTRACTOR as part of its completion of the work. SUBONTRACTOR'S compliance with this Section 20 is a condition precedent to the CONTRACTOR'S obligation to make interim progress payments and final payment to SUBCONTRACTOR.
- 24) Contractor's Review of Submittals:** CONTRACTOR'S, OWNER'S or Architect's review or approval of any SUBCONTRACTOR submittals shall not relieve SUBCONTRACTOR of any of its obligations under this AGREEMENT.
- 25) Hoisting:** SUBCONTRACTOR is responsible for all costs associated with hoisting, rigging, erection, distribution, lifts scaffolding, permits, licenses, and fees required to perform their work. SUBCONTRACTOR is responsible to coordinate all equipment locations and scheduling with the CONTRACTOR, and maintain compliance with all governing local & national codes and standards.
- 26) Penetrations:** All floor and wall penetrations, excluding slab openings indicated on the structural design drawings, or as required by this SUBCONTRACTOR work shall be furnished and installed by the SUBCONTRACTOR including firestopping, smoke seal and/or waterproofing materials as required. Core drilling

- shall be in accordance with structural drawing details and only after receiving approval from the Structural Engineer and the CONTRACTOR.
- 27) Firestopping:** Subcontractor is responsible for all firesafing, firestopping, and smoke seal as required in accordance with the all applicable codes and the CONTRACT DOCUMENTS where work installed by this SUBCONTRACTOR penetrates fire rated construction.
 - 28) Cutting and Patching:** SUBCONTRACTOR is responsible for all cutting, patching and associated costs for repair of work installed incorrectly by SUBCONTRACTOR.
 - 29) Field Measurements:** SUBCONTRACTOR is responsible for taking Site field measurements and reviewing field conditions as required to properly complete the work. Field measurements also apply to interfaces between new and existing conditions.
 - 30) Task Lighting:** SUBCONTRACTOR is responsible for providing all task lighting necessary to complete their scope of work.
 - 31) Temporary Water & Power:** CONTRACTOR shall provide temporary power and water within 150' of the building site. SUBCONTRACTOR shall provide all power cords and hoses necessary to complete its scope of work.
 - 32) CCR Registration and DUNS Number:** On Federal Projects, SUBCONTRACTOR shall be registered in the Central Contractor Registration (www.bpn.gov/CCR) and provide the CONTRACTOR their DUNS number prior to commencing work on the project.
 - 33) Subcontractors and Long Lead Time Items:** Within Seven (7) working day of the receipt of said AGREEMENT, SUBCONTRACTOR shall furnish a list of all subcontractors and suppliers they will be contracting with on the PROJECT. In addition, SUBCONTRACTOR shall provide CONTRACTOR with a list of all long lead time (over two (2) week delivery time) materials and equipment. No progress payments will be made until CONTRACTOR has received both lists.
 - 34) E-Verify:** SUBCONTRACTOR shall use E-Verify for employee verification if subcontract amount exceeds \$3,000.

* * END OF EXHIBIT – A * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT - B
DESCRIPTION OF WORK

SUPPLY & INSTALLATION BY: Subcontractor's Name

SCOPE:

Scope of Work includes but is not limited to material, labor, equipment, supervision, management, services, cartage, scaffolding, hoisting, insurance, and tools to fully perform and in every respect complete.

- 1) Division 01 General Requirements

SPECIFIC INCLUSIONS:

The Scope of Work shall include, but is not limited to, the following specific items in this subcontract scope regardless of where they appear in the bid documents, plans or specifications:

- 1)

SPECIFIC EXCLUSIONS:

Exclude the following specific items from this subcontract scope regardless of where they appear in the bid documents, plans or specifications:

- 1)

OTHER CONSIDERATIONS:

Adherence to approved plans and specifications per Exhibit – C.

Project Safety shall be in compliance with all federal, state and local regulations and the requirements of the contract documents. In the case of conflicts between federal, state, or local regulations and the contract documents The most stringent of the regulations and/or requirement shall prevail.

* * END OF EXHIBIT B * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – C

DRAWING, SPECIFICATIONS & ADDENDUM LISTING

The Contract Documents include the following documents:

SPECIFICATIONS & ADDENDUMS:

Pg # / Section	Title	Pg Count	Date
[Enter Spec. Sec]	[Enter Title of the Specification Section]	[Enter # of Pages]	[Enter date of Spec. Sec.]
[Enter Spec. Sec]	[Enter Title of the Specification Section]	[Enter # of Pages]	[Enter date of Spec. Sec.]
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Subcontractor's Initials

Contractor's Initials

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Subcontractor's Initials

Contractor's Initials

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

[Sec]		of Pages]	of Spec. Sec.
[Enter Spec. Sec]	[Enter Title of the Specification Section]	[Enter # of Pages]	[Enter date of Spec. Sec.

Subcontractor's Initials

Contractor's Initials

DRAWINGS:

Sheet #	Title	Drawing #	Date	Rev #
[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]
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Subcontractor's Initials

Contractor's Initials

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Subcontractor's Initials

Contractor's Initials

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[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]

Subcontractor's Initials

Contractor's Initials

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

No.]		Number]		Rev. No.]
[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]
[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]
[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]
[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]
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[Enter Dwg No.]	[Enter Drawing Sheet Title]	[Enter Dwg. Number]	[Enter Dwg Date]	[Enter Dwg Rev. No.]

* * END OF EXHIBIT - C * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – D

KEVCON, INC. INTERIM REQUEST FOR PAYMENT, WAIVER and RELEASE

To: KEVCON, INC.

From: [Enter Subcontractor's Name] Vendor # _____

ADDRESS: [Enter Subcontractor's Address]
Project # [Enter Proj. #]

PROJECT NAME: [Enter Project Name]
Request # _____

Project Site Address: [Enter Project Site Address]

Subcontract or Purchase Order #: [Enter Subcontract or P.O. Number]

Period From: _____ To: _____

STATEMENT OF SUBCONTRACTOR AMOUNT/PURCHASE ORDER AMOUNT:

- | | | |
|---|----|--------------------------------|
| 1. ORIGINAL CONTRACT SUM | \$ | <u>[Enter Contract Amount]</u> |
| 2. Net change by Change Order | \$ | |
| 3. CONTRACT SUM TO DATE (line 1 +/- line 2) | \$ | |
| 4. TOTAL COMPLETED & STORED TO DATE | \$ | |
| 5. RETAINAGE (<u>[Enter Retention %]</u> %) <u>[Type Out Retention Percentage]</u> percent | \$ | |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | \$ | |
| 7. LESS PREVIOUS CERTIFICATES for PAYMENT (Line 6 from prior request for payment) | \$ | |
| 8. CURRENT BALANCE DUE | \$ | |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | \$ | |
| 10. GROSS THIS PERIOD | \$ | |
| 11. RETAINAGE THIS PERIOD | \$ | |

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

KEVCON, INC. MANAGEMENT APPROVAL

DATE _____

CERTIFICATION OF SUBCONTRACTOR/SELLER: I the undersigned, on behalf of the Subcontractor/Seller, hereby certify that:

- 1) the "Total Completed & Stored to Date" as shown above represents the actual amount due to Subcontractor/Seller under the terms of the Subcontract/Purchase order for all Work performed or Good and Services supplied and performed, as applicable (including all authorized charges thereto), up through and including the period covered by this Estimate for Payment;
- 2) Subcontractor/Seller has paid all amounts due to its Sub-Subcontractors/Subsuppliers (as applicable and as defined in the Subcontract/Purchase Order respectively) for the period covered by previous payment received from Kevcon, Inc.; and
- 3) Subcontractor/Seller has complied with all Federal, State and Local tax laws, including income, sales and use tax laws, Social Security laws, Unemployment Compensation Laws, and Workers' Compensation laws insofar as applicable to Subcontractor's/Seller's performance under the Subcontract/Purchase Order;
- 4) Subcontractor/Seller warrants and represents that it has not sold, assigned, or otherwise transferred or conveyed to any third party any claims, causes of action, suits, damages, judgments and demands arising out of or in connection with the Subcontract/Purchase order or the performance of the Work or the supply of Goods and the performance of Services (as applicable and as defined in the Subcontract/Purchase Order).

ACKNOWLEDGED BY AND AGREED TO by the Undersigned's authorized representative as of the _____ day of _____ 2010

SUBCONTRACTOR / SELLER

Name and Title, Signed

Date

Name and Title, Printed

* * END OF EXHIBIT - D * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – E

CONDITIONAL WAIVER and RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from: KEVCON, INC. in the sum of \$_____ payable to Subcontractor's Name and, when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of located at Project Address to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished to KEVCON, INC. through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____

By: _____
Name, Title

* * END OF EXHIBIT - E * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – F

UNCONDITIONAL WAIVER and RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment, or material furnished to **KEVCON, INC.** on the job of **Project Name** located at **Project Address** and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to **KEVCON, INC.** through _____ only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date.

Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Dated: _____

By: _____
Name, Title

"NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM."

* * END OF EXHIBIT - F * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – G

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

California Civil Code Section 3262(d)(3)

Job/Account # _____

Upon receipt by the undersigned of a check from KEVCON, INC. in the sum of \$ _____ payable to Subcontractor's Name

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanics' lien, stop notice, or bond right the undersigned has on the job of: Project Name

located at: Project

Address _____ .

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the amount of \$ _____.

Before any recipient of this document relies on it, the party should verify evidence of payment to the undersigned.

Date: _____

(COMPANY NAME)

(SIGNATURE)

(PRINT NAME)

NOTE: CIVIL CODE 3262(d)(3) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce the payment of, a final payment and the claimant is not, in fact, paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release, the waiver and release shall follow substantially the form set forth above.

Subcontractor's Initials

Contractor's Initials

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

* * END OF EXHIBIT - G * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – H

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

California Civil Code Section 3262(d)(4)

Job/Account # _____

The undersigned has been paid in full for all labor, services, equipment or material furnished to: _____

on the job of: _____ Project Name

located at: _____ Project Address

and does hereby waive and release any right to a mechanics lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____.

Date: _____

(COMPANY NAME)

(SIGNATURE)

(PRINT NAME)

NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONALRELEASE FORM.

NOTE: CIVIL CODE 3262(d)(4) PROVIDES: Where the claimant is required to execute a waiver and release in exchange for, or in order to induce payment of, a final payment and the claimant asserts in the waiver that it has, in fact, been paid the final payment, the waiver and \$0.00 release shall follow substantially the form set forth above.

* * END OF EXHIBIT - H * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT - I

SCHEDULE OF VALUES FOR: **Subcontractor's Name**

All invoices and progress payments will be based solely on the tasks and values identified below which will be linked to the overall Project Schedule. Only those tasks that are completed, verified, and approved by the Project Owner will be included in any application for payment that KEVCON, INC. makes to the Owner.

Item No.	Description of Work Task/Activity	Lead Time in Weeks (if applicable)	Expected days to Complete task	Scheduled Value
1	Description of Work	n/a	? days	\$0
2	Description of Work	n/a	? days	\$0
3	Description of Work	n/a	? days	\$0
4	Description of Work	n/a	? days	\$0
5	Description of Work	n/a	? days	\$0
6	Description of Work	n/a	? days	\$0
7	Description of Work	n/a	? days	\$0
8	Description of Work	n/a	? days	\$0
9	Description of Work	n/a	? days	\$0

A Closeout and Punchlist line item equal 10% of your contract value shall be included in the schedule of values.

* * END OF EXHIBIT - I * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – J

PROJECT SCHEDULE MILESTONES

A baseline Project Schedule will be built in Primavera P6.0, and submitted to the Owner before the start of work. The schedule will include activities for the “Description of Work Task/Activity” in Exhibit “I”. A copy of that schedule will be inserted here and become a part of the contract document. The Project Schedule is subject to revision throughout the course of project. SUBCONTRACTOR shall adjust their work schedule to reflect these schedule revisions at no cost to the CONTRACTOR.

[Enter Subcontractor’s Schedule Milestone Dates]

* * END OF EXHIBIT - J * *

Subcontractor’s Initials

Contractor’s Initials

EXHIBIT - K

SITE WORK RULES

Purpose:

These policies pertain to the [Enter Project Name] and are intended to ensure a clean and safe workspace for all employees. All Subcontractors working on the site will abide by them. The Project Superintendent, [Enter Project Superintendent's Name], will enforce these policies.

- 1) Parking is the responsibility of the Subcontractors. Parking Permits may be obtained from the VA Medical Center by submitting a parking permit request form. An electronic version of the request form will be provided to the Subcontractor by KEVCON, INC.. There are a limited number of contractor parking spaces and they are on a first come first serve basis.
- 2) No Subcontractor parking in the patient and visitor parking lots. This is strictly enforced by the VA.
- 3) Employee ID Badges are required. A badge request form will be provided by KEVCON, INC..
- 4) Personal Protective Equipment shall be worn at all times. At a minimum, PPE shall consist of hard hat, reflective safety vest, closed toe shoes, safety glasses, and earplugs in high noise areas. Personnel not wearing the required PPE will be fined \$25 per occurrence and those fines assessed to the firm responsible.
- 5) Subcontractors will pick up and remove their trash at the end of each work day and place it in the dumpster provided by KEVCON, INC.. Any trash not cleaned up will be cleaned up by KEVCON, INC. and a charge of \$100 per occurrence will be assessed to the firm responsible.
- 6) Eating and drinking is prohibited in the work area. The designated area for eating and drinking is the material storage and lay down area at the north end of the parking lot.
- 7) Work begins each morning at 7:00 AM. Break is at 9:00. Lunch is from 11:00 to 11:30. Work ends at 3:30. All subcontractors will take their breaks at these times.
- 8) Due to the high volume of patient traffic around the facility, large deliveries must be scheduled ahead of time and take place either after 4:30 PM or on Saturdays. Coordination will be made with the Site Superintendent prior to scheduling.
- 9) Portable radios are prohibited.
- 10) Employee personal cell usage is prohibited while working on site. Phones may be used during breaks and lunch.
- 11) Smoking is restricted to designated areas aboard the VA Medical Center. No smoking will be allowed in the work areas.

* * END OF EXHIBIT K * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT - L

INSURANCE REQUIREMENTS

Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with carriers licensed to do business in the State of California, with a minimum Best's rating of A- VII in amounts specified below, including the following coverages:

I. Casualty Insurance

- A. **Workers' Compensation and Employer's Liability** insurance. Employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

The following endorsements shall be attached

The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Contractor in the schedule as the alternate employer. **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

The U.S. Longshoremen and Harborworkers Compensation Act endorsement shall be attached to the policy. **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

The Outer Continental Shelf Lands Act endorsement (WC 00 01 09 A) shall be attached to the policy. **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

The Maritime Coverage (Jones Act) endorsement (WC 00 02 01) shall be attached to the policy. **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

The policy shall include an "in rem" endorsement.

- B. **Commercial General Liability** insurance (ISO Form CG 00 01) and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 Aggregate and \$2,000,000 Products/Completed operations Aggregate for at least 10 years following substantial completion of the work. The General Aggregate limit shall apply separately to this project.

Subcontractor's Initials

Contractor's Initials

CGL insurance shall be written on an ISO occurrence form CG 00 01 07 98 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground or property damage.

Subcontractor shall name Contractor & Owner as additional insured under the General Liability Policy using ISO Form CG 20 10 11 85 or its equivalent as approved in writing by Contractor.

The following coverages shall also be required, if Subcontractor or their Subcontractors are using a crane or boom truck in the performance of the scope of the work of this subcontract. **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

Riggers Liability with a limit of at least \$1,000,000.
Boom Coverage with a limit of at least \$1,000,000.

- C. **Automobile Liability** insurance with a Combined Single Limit of not less than \$1,000,000 each accident, including coverage for any auto including all owned, hired and non-owned automobiles. Business auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

The following coverages shall also be required **(Select either "Required Under this Agreement" or "Not Required Under this Agreement")**

Coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached. (Hazardous Material Transportation)

D. Additional Required Insurance Coverages

Railroad Protective Liability Insurance (Select either "Required Under this Agreement" or "Not Required Under this Agreement")

Subcontractor's Initials

Contractor's Initials

Subcontractor shall maintain Railroad Protective Liability insurance on behalf of [Enter Name of Railroad] Railroad, as named insured, with a limit of [Enter Insurance Limit].

Marine Insurance (Select either "Required Under this Agreement" or "Not Required Under this Agreement")

Subcontractor shall maintain Marine Protection and Indemnity Insurance per the SP23 Form (revised 1/56), or its equivalent, insuring against liability to crew and third parties, oil pollution and voluntary and involuntary removal of wreck/debris. This insurance shall have a deductible not to exceed \$10,000 and policy limits in any combination of primary and excess of not less than \$5,000,000. This insurance may exclude coverage for crew claims if such claims are fully covered under the Workers Compensation policy as described below.

Workers Compensation shall include coverage required under the Longshore and Harbor Workers Compensation Act, Employers Liability will include an endorsement providing coverage for claims brought pursuant to the Jones Act and general maritime law (to the extent such claims are not covered by the Protection and Indemnity insurance above.) Jones Act and general maritime coverage limits shall be at least \$5,000,000 in any combination of primary and excess. The policies shall contain an Alternate Employee endorsement in favor of the Contractor and an "in rem" endorsement.

Hull and Machinery insurance per the American Institute Hull Clauses (6/2/77) including the full four-fourth's collision and running down clause shall be carried to the full value of the vessel(s) with a deductible not to exceed \$10,000.

The Subcontractors Commercial General Liability policy shall include an "in rem" endorsement and the watercraft exclusion shall be deleted.

Contractors Pollution legal Liability Insurance (Select either "Required Under this Agreement" or "Not Required Under this Agreement")

Subcontractor shall maintain in force, for the full period of this contract, insurance covering losses caused by pollution conditions that arise from the operations of the Subcontractor describe under the scope of services of this contract.

Insurance shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and

expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per loss, with an annual aggregate limit of at least \$2,000,000.

If coverage is written on a claims-made basis, the Subcontractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 10 years beginning from the time that work under the contract is completed.

If the scope of services as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, the Subcontractor must furnish to the Contractor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the Contractor under this Paragraph 5.5 must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Architects & Engineers Professional Liability (Select either "Required Under this Agreement" or "Not Required Under this Agreement")

Subcontractor [architect or engineer] shall maintain professional liability insurance of not less than \$1,000,000 each claim/aggregate, including limited contractual liability coverage. Insurance will be maintained in force, assuming it is available at a rate similar to what the Subcontractor is now paying, for a period of 10 years after substantial completion of this project

The retroactive date on the policy will pre-date the beginning of any services provided under the contract, and the retroactive date will not be advanced during the period of time that the Subcontractor (architect or engineer) is required to carry coverage.

- E. **Primary insurance.** Insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance programs afforded to Contractor
- F. **Waiver of Subrogation.** Each insurance policy shall contain a Waiver of Subrogation waiving all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability, commercial Auto or Commercial Umbrella liability insurance

G. Certificates of Insurance

Subcontractor shall provide certificates of insurance to the Contractor executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencement of the work. The certificates of insurance shall provide that there will be no cancellation or material change of coverage without 30 days prior written notice to the Contractor. The certificate shall reflect all limiting or exclusionary endorsements amending the required ISO Form CG 00 01. The use of such limiting or exclusionary endorsements will be subject to the approval of Contractor.

Certificate shall bear the following wording: "Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will provide 30 days written notice to the certificate holder." Subcontractor to provide updated certificates of insurance if policy expires during the duration of the project.

Failure of Contractor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

Contractor shall have the right, but not the obligation, of prohibiting Subcontractor or any Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Contractor.

Failure to maintain the required insurance may result in termination of this contract at Contractor's option.

With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to Contractor whenever requested.

Receipt by Contractor of any certificate of insurance or additional insured endorsement which does not comply with any provisions of this Section shall not act as a waiver to enforce any of these provisions at a later date in the performance of this Agreement.

Subcontractor shall provide certified copies of all insurance policies required above within 10 days of Contractor's written request for said policies.

By requiring insurance herein, Contractor does not represent that coverage and limits will necessarily be adequate to protect

Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities granted to Contractor in this contract.

II. Property Insurance

All work covered by this Agreement done at this site, or in preparing or delivering materials or equipment to the site, shall be at the sole risk of Subcontractor until the completed work is accepted by Contractor.

- A. **Waiver of Subrogation.** Contractor and Subcontractor waive all rights against each other and against all other subcontractors and Owner for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to the proceeds of such insurance. If any applicable policies of insurance referred to in this Section require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed or obtain such consent.


- B. **Builder's Risk.** "All risk" Builder's Risk insurance (excluding the hazards of earthquake and flood) is normally purchased by Owner and such insurance provides property insurance coverage for both Contractor and Subcontractor including loss or damage to Subcontractor's work. It is the responsibility of Subcontractor to ensure his work is protected by such Builder's Risk insurance prior to the execution of this subcontract. If Builder's Risk coverage is not provided, Subcontractor shall obtain such coverage expense at his own expense. Subcontractor is also responsible for any deductible amounts incorporated into any property insurance policies.

* * END OF EXHIBIT L * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – M

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) MM/DD/YYYY
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).		
PRODUCER XYZ Insurance Agency 100 Main Street San Diego, CA 92100	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	INSURER(S) AFFORDING COVERAGE INSURER A: Carrier rated A- VIII or better NAIC # XXXXX INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED ABC Company, Inc. 150 Main Street San Diego CA 92101		

COVERAGES **CERTIFICATE NUMBER:** 124318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (EA occurrence) \$ _____		
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ _____		
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000		
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000		
							PRODUCTS - COM/OP AGG \$ 2,000,000		
A	AUTOMOBILE LIABILITY			Policy Number	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000		
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ _____		
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ _____		
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$ _____		
	<input checked="" type="checkbox"/> HIRED AUTOS						\$ _____		
	<input checked="" type="checkbox"/> NON OWNED AUTOS						\$ _____		
	UMBRELLA LIAB			Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ _____		
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR							AGGREGATE \$ _____
	<input type="checkbox"/> DEDUCTIBLE	<input type="checkbox"/> CLAIMS-MADE							\$ _____
	RETENTION \$ _____						\$ _____		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> X				E.L. EACH ACCIDENT \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000		
							Limit \$ _____		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)


Re: Contract # _____ Kevcon, Inc. and [ENTER PROJECT OWNER HERE] are listed as an Additional Insured as respects General Liability per endorsement CG2010 11/85 (attached). General Liability coverage is Primary and Non-Contributory. Waiver of Subrogation applies as respects General Liability, Automobile Liability and Workers Compensation per endorsements attached.

CERTIFICATE HOLDER Kevcon, Inc. 246 East Grand Avenue Escondido, CA 92025	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Authorized Signature</div>
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* * END OF EXHIBIT M * *

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

EXHIBIT "N"

SUBCONTRACTOR PRODUCTION REPORT								
		(ATTACH ADDITIONAL SHEETS IF NECESSARY)						
CONTRACT NO: VA101(183B4)-C-0047		TITLE AND LOCATION: SOUTH FLORIDA NATIONAL CEMETERY	DATE:					
SUBCONTRACTOR:		FOREMAN:	REPORT #					
AM WEATHER:	PM WEATHER:	MAX TEMP.:	MIN TEMP.:					
WORK PERFORMED TODAY								
LOCATION AND DESCRIPTION OF WORK PERFORMED	EMPLOYEE	CLASSIFICATION	HOURS					
JOB SAFETY	WAS A JOB SAFETY MEETING HELD THIS DATE? <small>(IF YES ATTACH COPY OF THE MEETING MINUTES)</small>	<input type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL WORK HOURS ON JOB SITE THIS DATE	0.0				
	WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? <small>(IF YES ATTACH COPY OF COMPLETED OSHA REPORT)</small>	<input type="checkbox"/> YES <input type="checkbox"/> NO	CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT	0.0				
	WAS TRENCHING/SCAFFOLD/HV ELECTRICAL/HIGH WORK DONE? <small>(IF YES ATTACH STATEMENT OF CHECKLIST SHOWING INSPECTION PERFORMED)</small>	<input type="checkbox"/> YES <input type="checkbox"/> NO	TOTAL WORK HOURS FROM START OF CONSTRUCTION	0.0				
	WAS HAZ MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? <small>(IF YES ATTACH DESCRIPTION OF INCIDENT OF PROPOSED ACTION)</small>	<input type="checkbox"/> YES <input type="checkbox"/> NO						
LIST SAFETY ACTIONS TAKEN TODAY / SAFETY INSPECTIONS CONDUCTED		<table border="1" style="border-collapse: collapse;"> <tr><td>YES</td><td> </td></tr> <tr><td>NO</td><td> </td></tr> </table>	YES		NO		SAFETY REQUIREMENTS HAVE BEEN MET	
YES								
NO								
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB								
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INCLUDE NUMBER OF HOURS USED TODAY			THE UNDERSIGNED HEREBY CERTIFIES THAT A VISUAL SAFETY INSPECTION HAS BEEN PERFORMED ON ALL ON SITE EQUIPMENT OPERATED THIS DATE					
REMARKS				_____ FOREMAN				
				_____ SUBCONTRACTOR/FOREMAN				
				_____ DATE				

** END OF EXHIBIT N **

Subcontractor's Initials

Contractor's Initials

EXHIBIT - O

DAVIS-BACON PREVAILING WAGE ACT ACKNOWLEDGEMENT

I, _____ **Subcontractor's Name** _____, acknowledge that this project is subject to the Federal Davis Bacon Prevailing Wage Act and accordingly that all our covered employees, and those of our subcontractors and their subcontractors, will be paid the prevailing wage rate as set forth in the solicitation agreement. In addition I acknowledge that:

- Certified payroll will include the name of each worker, an individual identifying number (not social security number), worker's correct job classification, hourly rates of wages paid and fringe benefits.
- A master list will be provided to Contractor listing all workers names, addresses and complete social security numbers.
- Payroll will be submitted weekly, no later than the Friday following the end of the pay period.
- Failure to provide weekly payroll and proper releases could cause a delay in reimbursement.

BY: _____
It's Duly Authorized Agent

SUBCONTRACTOR: _____ **Subcontractor's Name**

DATE: _____

* * END OF EXHIBIT O * *

Subcontractor's Initials

Contractor's Initials

EXHIBIT – P

SUBCONTRACTOR CONTACT INFORMATION

PROJECT NAME: _____

SUBCONTRACTOR: _____

DUN & BRADSTREET NUMBER: _____

CCR #: _____

MAIN OFFICE PHONE: _____

FAX NUMBER: _____

MAILING ADDRESS: _____

BILLING ADDRESS: _____

PROJECT MANAGER

NAME: _____

CELL PHONE: _____

EMAIL: _____

AFTER HOUR EMERGENCY

CONTACT NUMBER _____

PROJECT SUPERINTENDENT

NAME: _____

CELL PHONE _____

EMAIL _____

AFTER HOUR EMERGENCY

CONTACT NUMBER _____

ACCOUNTING

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

BILLING ADDRESS: _____

INSURANCE

CONTACT NAME: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL: _____

Subcontractor's Initials

Contractor's Initials

Subcontract No.: [Subcontract No.] dated [Effective Date], by and between KEVCON, INC. and [Subcontractor] for the [Project Name]

CERTIFIED PAYROLL

CONTACT NAME:

PHONE NUMBER:

FAX NUMBER:

EMAIL

* * END OF EXHIBIT P * *

Subcontractor's Initials

Contractor's Initials