



Construction Management & Builders, Inc.

Project No:  
Subcontract No:  
CSI Code:

**SUBCONTRACT**

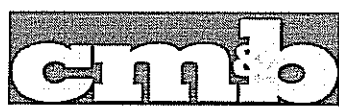
AGREEMENT made this date "Contract Date") by and between cm&b, Inc. (Construction Management and Builders, Inc.), 6 Kimball Lane, Lynnfield, MA 01940, ("Contractor") and Company Name, Address, Attn: Name, Phone, Fax ("Subcontractor").

Contractor and Subcontractor, in consideration of the covenants set forth hereinbelow, agree as follows:

1. **DEFINITIONS.** As used in this Subcontract, each of the terms set forth hereinbelow shall have the respective meaning indicated opposite such each term.

- "Owner" -
  
- "Project" - All of the work required to be performed at Project Name and Location pursuant to the contract entered into between Owner and Contractor.
  
- "Project Site" -
  
- "Subcontract Amount" -  
(Sales Tax Included/Excluded)
  
- "Commencement Date" -
- "Completion Date" -
  
- "Bonds" - N/A
  
- "Architect" -
  
- "Drawings/Specifications" - The drawings and specifications listed in Schedule "B" and any amendments to and interpretations of any of such drawings and specifications as may hereafter be issued by Contractor.
  
- "Work" - The work specified in Schedule "A" and in accordance with Schedule "B" plans and specifications, including all labor, services, supervision, scaffolding, tools, applicable permits and equipment necessary to fully perform and complete the construction required by this Subcontract and including all materials and supplies incorporated or to be incorporated in such construction.
  
- "Corporate Loss Control Guidelines" - The safety guidelines and regulations issued by Contractor with respect to performance of the Work, as such guidelines and regulations may be amended from time to time.

***Building Results...***



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2. **PERFORMANCE OF WORK:** Subcontractor shall furnish and pay for all necessary labor, materials, services, supervision, scaffolding, tools, equipment, applicable permits and licenses, and other items necessary to fully perform and complete the Work, in cooperation with others employed by, through and/or under Contractor, in a good and workmanlike manner satisfactory to Contractor, Architect, Engineer and Owner. Subcontractor shall commence the Work on the Commencement Date and thereafter Subcontractor shall diligently prosecute the Work so as to fully complete the Work no later than the Completion Date. Time is of the essence of this Subcontract, and Subcontractor acknowledges that Contractor and Owner will suffer losses on account of Subcontractor's failure to fully complete the Work in a timely fashion in accordance with this Subcontract and Schedule "C" attached to this contract. Before proceeding with the Work, Subcontractor shall verify all dimensions set forth in the Drawings and Specifications, shall report to Contractor any errors or inconsistencies in the Drawings and Specifications and shall request in writing any clarifications of the Drawings and Specifications deemed necessary by Subcontractor.

Subcontractor shall perform the Work in accordance with the Drawings and Specifications and shall take all reasonable safety precautions with respect to the Work. Further, Subcontractor, in performing the Work, shall comply with all applicable safety and health laws, ordinances, rules and regulations and with various safety regulations issued by Contractor and/or Owner, including cm&b's Corporate Loss Control Guidelines, and shall take all necessary precautions to protect the work of others and the property of Owner from damage caused by Subcontractor's operations. Subcontractor within fourteen (14) days of Award of Contract or Letter of Intent, unless specified differently under Schedule "A", shall submit shop drawings and samples as required by Contractor, Architect, Engineer and Owner so as to perform the Work expeditiously and in a manner that will not cause delay in the progress of the Project.

Subcontractor shall, in performing the Work, comply with any applicable laws, ordinances, rules and regulations relating to the presence or use of hazardous substances at the Project Site and, before using in connection with the Project any material or substance included in any applicable hazardous substance list issued by a governmental agency or department having jurisdiction over the Project, Subcontractor shall furnish Contractor with a copy of the material/safety data sheet for such material or substance and shall submit to all appropriate governmental agencies or departments any information or documentation with respect to the use of such material or substance that is required by applicable laws, ordinances, rules or regulations to be so submitted.

In the event that there exists a reasonable indication in the judgment of Contractor that Subcontractor will not be able to fully complete the Work by the Completion Date specified in the contract documents, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, order Subcontractor to execute the work on an overtime basis and Subcontractor shall, at the expense of Subcontractor, promptly commence and continue to perform the work on such basis to the extent necessary to cause the Work to be fully completed in a timely fashion in accordance with this Subcontract.

3. **PAYMENT:** Subcontractor shall be paid within thirty (30) days after the last day of each calendar month a portion of the Subcontract Amount equal to 90% of the value of the Work performed and completed at the Project Site by Subcontractor during such month, provided that an application for payment for such Work, in form and substance satisfactory to Contractor, is delivered to Contractor on or before the 25th day of the calendar month during which the Work covered by such application for payment was performed and provided further that the unpaid balance of the Subcontract Amount shall at all times be sufficient, in the judgment of Contractor, to complete the Work and to pay any unpaid claims for which Subcontractor may be liable hereunder. Final payment shall be made within fifty (50) days after the Project is fully completed and accepted by Contractor and Owner provided that an application for final payment, in form and substance satisfactory to Contractor, is delivered to Contractor not later than five (5) days after the Project is fully completed, all subcontractor obligations concerning final job close-out have been met, and provided further that there do not exist any unpaid claims for which Subcontractor may be liable hereunder. Notwithstanding the foregoing, no payment shall be due for the Work of Subcontractor included in such application for payment and unless Subcontractor shall have submitted to Contractor satisfactory evidence of the payment by Subcontractor of all indebtedness incurred by Subcontractor for materials, equipment and labor included in any application for payment previously paid hereunder. Contractor may cause the proceeds of any payment payable hereunder to Subcontractor to be applied directly to the payment of any indebtedness owed by



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3. PAYMENT (continued):

Subcontractor to any party who has performed Work or supplied materials or equipment used in or in connection with the performance of this Subcontract provided such work or such materials or equipment have been included in any application for payment previously paid hereunder and Subcontractor has failed to pay such party promptly after Subcontractor has received payment hereunder on account of such Work or materials or equipment.

The submission by Subcontractor of an Application for payment hereunder shall constitute a representation by Subcontractor that no part of the Work included in such application for payment is affected by any title retention or security agreement made either by Subcontractor or by any party who has performed Work or has supplied materials or equipment used in or in connection with the performance of the Subcontract.

4. LIENS: Subcontractor shall pay when due all claims for which a lien may be filed either against the real estate of Owner or against payments due from Owner to Contractor. To the fullest extent permitted by law, Subcontractor agrees that no liens or other claims in the nature of a lien against the real estate of Owner or against payments due from Owner to Contractor shall be filed in connection with the Work either by Subcontractor or by any party who has performed Work or has supplied materials or equipment used in or in connection with the performance of the Subcontract. No payment on account of any application for payment submitted hereunder shall be due unless Subcontractor has delivered to Contractor a complete release, in form and substance satisfactory to Contractor, of all liens arising out of the Work included in such application for payment.

5. PERMITS AND REGULATIONS: Subcontractor shall give all notices required under and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of the Work and shall notify Contractor if the Drawings and Specifications are at variance therewith. Subcontractor shall pay all sales, consumer, use and other similar taxes on materials and equipment supplied under or used in connection with this subcontract, and provide evidence of such to Contractor as requested, and shall secure any pay for all permits and licenses necessary for the execution of the Work.

6. CHANGE IN WORK: Contractor may at any time order a change in the Work by issuing a written change order, and any increases or decreases in the Subcontract Amount on account of any change in the Work shall, at the option of Contractor, be either a lump-sum agreed upon between Contractor and Subcontractor or (i) for omitted work, the estimated value of the labor, materials and equipment omitted by Subcontractor and (ii) for additional or extra work, 110% of the actual cost to Subcontractor of the labor, materials and equipment necessary to perform the additional or extra work. If Contractor is not satisfied with the price quoted by Subcontractor with respect to any additional or extra work, Contractor may engage another party to perform such additional or extra work and, in such event, Subcontractor shall cooperate fully with any such other party. The Subcontract Amount shall not be increased on account of any additional or extra work or on account of any change in the Work unless such additional or extra work or such change in the Work has been authorized in writing by Contractor.

7. SUBCONTRACTOR'S RESPONSIBILITIES: Subcontractor shall be bound to Contractor not only by the Terms of this Subcontract but also by the terms of the contract entered into between Owner and Contractor with respect to the Project, and Subcontractor assumes toward Contractor all of the obligations and responsibilities which Contractor by such contract has assumed toward Owner insofar as such obligations and responsibilities are applicable to this Subcontract. Subcontractor acknowledges that Subcontractor has visited the Project Site and is familiar with the conditions under which the Work is to be performed, including the obligations, responsibilities and schedule (Schedule "C") which Contractor has assumed toward Owner pursuant to the contract entered into between Owner and Contractor.

It is further understood that incidental or minor modifications in the work may be required due to actual job conditions, field coordination with various parties, or substitution of equal products due to availability, etc. In that event, no requests for extras will be granted for such modifications which are hereby inferred under the normal scope of work, unless a major change occurs and is recognized as such by the Owner and Construction Manager.

The subcontractor shall carefully review all areas where coordination with other parties is required and will be responsible to coordinate this work. Failure to do so in a timely manner will not relieve this Subcontractor of his responsibility to complete this project in accordance with the contract documents.



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8. **CORRECTION OF WORK:** Subcontractor warrants that all materials and equipment incorporated in the Work shall be new and that all Work shall be of good quality, free from faults and defects and in conformance with the requirements of this Subcontract. Contractor shall have the right to inspect the Work and to reject portions of the Work not in accordance with the requirements of this Subcontract, and Subcontractor shall promptly replace rejected portions of the Work in a manner satisfactory to Contractor. Further, upon the receipt of written notice from Contractor, Subcontractor shall promptly repair and make good in a manner satisfactory to Contractor any defect that may appear in the Work within one year after substantial completion of the Project or within such longer period as is expressly required in the Drawings or Specifications with respect to any specific aspect of work.
9. **INDEMNIFICATION:** Subcontractor shall, to the fullest extent permitted by law and to the extent that any such claims, losses, liabilities or expenses are caused in whole or in part by any act or omission of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, regardless of whether or not any such claims, losses, liabilities or expenses are caused in part by a party indemnified hereunder, indemnify and hold harmless Contractor, Architect, Engineer and Owner and the agents and employees of Contractor, Architect, Engineer and Owner from and against any and all claims, losses, liabilities and expenses, including attorney's fees, arising out of or in any manner caused by, connected with or resulting from Subcontractor's performance of this Subcontract or the presence of Subcontractor or Subcontractor's employees and/or agents at the Project Site.

10. **INSURANCE REQUIREMENTS:**

Subcontractor shall furnish satisfactory evidence to the Contractor prior to the commencement of work that the Subcontractor has complied with all of the below requirements and that the below mentioned requirements, including the specific amounts set forth by this subcontract are in force.

**General Requirements:** Subcontractor shall obtain, effect, maintain and pay for such usual and customary types of insurance as Contractor and/or Owner may require including, but not limited to:

- a. **Worker's Compensation and Employers Liability** as required by the laws of the state in which the work is to be performed.
- b. **Automobile Liability**, including hired and non-hired vehicles, with bodily and personal injury limits set forth by this subcontract and property damage limits set forth by this subcontract.
- c. **Comprehensive General Liability** with limits set forth on the following page of this contract. The policy is to include the following coverages and stated limits listed.

In addition, the following contractors will be required to have Explosion, Collapse and Underground (XCU) coverage as well as having excess umbrella liability of \$4,000,000.00:

- Excavators / Sitework Contractors
- Rock Blasting Contractors
- Utility Contractors
- Foundation Contractors
- Demolition Contractors
- Special Foundations/Structures (piles caissons, etc.) Contractors
- Steel Erectors

**Special Requirements:**

- a. **Pollution Liability:** If applicable, those subcontractors performing services regarding hazardous materials, abatement or environmental containment must obtain and maintain pollution liability coverage with a minimum limit of \$5,000,000.00 subject to job requirements.



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10. INSURANCE REQUIREMENTS (continued):

Limits/Coverage:

a. **General Liability: Bodily Injury & Property Damage - \$1,000,000 Combined Single Limit**

Inclusive of:

- Comprehensive form
- Premises/Operations
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

b. **Auto Liability: Bodily Injury & Property Damage-\$1,000,000-Combined Single Limit**

c. **Excess Umbrella Liability: \$1,000,000**

d. **Employers Liability: \$500,000**

e. **Worker's Compensation:** Statutory limit as required in the state in which work is to be performed.

Insurance policies are to be written by recognized companies authorized to do business under the laws of the state in which the work is to be performed. Insurance shall be carried in a company or companies satisfactory to cm&b, Inc. The Company shall have a Best's rating of A- (excellent) VII or better.

All certificates are to contain substantially the following statements:

- cm&b listed as additional insured
- Project name and location
- The insurance covered by this certificate shall not be cancelled nor materially altered after (30) thirty days written notice has been provided and received by cm&b, Inc.

Contractor and Subcontractor waive all rights against each other against the Owner and all other Subcontractors for damages caused by fire or other perils to the extent covered by property insurance provided, except such rights as they may have to the proceeds of such insurance. Subcontractor shall require similar waivers from his suppliers and sub-subcontractors.

In the event any insurance company insuring subcontractor should fail or refuse to defend any claim or suit arising out of the coverages set forth by the insurance requirements of this agreement, brought against Owner and/or Contractor, its officers, agents and servants for any expense which they may incur or become obligated for including, without limitation, attorneys' fees and court costs, in the investigation or defense of such claim or suit, Contractor will have the right to procure and maintain the above insurance in the name of and at the expense of subcontractor should subcontractor fail to procure and maintain the required insurance. Subcontractor shall provide all information as may be necessary or desirable in order to procure and maintain such insurance.

The General Liability, Automobile Liability, Worker's Compensation and Employers Liability and Umbrella Liability policies are required to contain a waiver of all subrogation rights of both the subcontractor and their insurance company against cm&b, Inc. The insurance shall indicate that such waiver is in effect.

11. **PERFORMANCE AND PAYMENT BONDS:** If required by the Contractor, the Subcontractor shall furnish a Payment Bond and Performance Bond to the Contractor in the amount of one hundred percent (100%) of the Subcontract Amount. The premium for said Bonds shall be paid for by the Subcontractor. These Bonds are to be issued by a reputable surety company, duly licensed to do business in the jurisdiction in which the Subcontractor's work is to be performed and such bonds shall be in form and content acceptable to Contractor. These Bonds shall be furnished by a company on the U.S. Treasury List, prior to the commencement of any work by the Subcontractor, unless agreed otherwise in writing by Contractor.



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12. COOPERATION AND LABOR POLICY: Subcontractor agrees to perform all of the Work on the Project with labor, materials, equipment, machinery transportation and other facilities that will work in harmony with all other trades and workers performing services on the Project and the employees of the Owner, regardless of labor affiliation. Work stoppages due to the establishment of pickets, slow downs or any other labor job actions shall not be considered a cause for any extension of time or change order and shall not in any manner excuse the Subcontractor's obligation to proceed with the Work as described in the Contract with due diligence. Subcontractor shall properly connect and coordinate the Work with the work of other parties employed by, through or under Contractor and Owner. Subcontractor shall not, in performing this Subcontract, discriminate against any party because of race, creed, color, religion, sex or national origin.
13. WASTE REMOVAL: Subcontractor shall at all times keep the Project Site free from, and shall promptly cause to be removed from the Project Site, any accumulation of waste material or debris arising out of the operations of Subcontractor. Failure to do so will result in direct back charge of cost from Contractor for removing Subcontractor's debris.
14. FORCE MAJEURE: If Subcontractor is delayed in the performance of the Work by any act, neglect or default of Contractor or Owner, or of any other party employed by, through or under Contractor or Owner, or by any damage caused by fire, lightning, earthquake, cyclone or other such cause completely beyond the control of Subcontractor, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any such causes. Subcontractor shall not be entitled to an extension of time for any such delay unless Subcontractor gives Contractor written notice of such delay within five (5) days after the commencement of such delay.
15. CONTRACTOR'S REMEDIES: If Subcontractor fails to perform the Work diligently and properly or fails to perform any provision set forth in this Subcontract, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, make good such deficiency of Subcontractor and deduct the cost thereof from any payments then or thereafter due Subcontractor hereunder. Further, if Subcontractor fails to perform any material provision set forth in the Subcontract, Contractor may, upon three (3) days written notice to Subcontractor and without prejudice to any other remedy Contractor may have, stop the Work of Subcontractor, take possession of all materials, equipment, tools and machinery at the Project Site owned by Subcontractor and finish the Work by whatever method Contractor may deem expedient. In the event of such stoppage of the Work, if the unpaid balance of the Subcontract Amount shall exceed the expense of completing the Work, such excess shall be paid to Subcontractor when the Work has been fully completed and accepted by Contractor, Architect, Engineer and Owner, and, if such expense shall exceed such unpaid balance, Subcontractor shall pay such difference to Contractor as and when such excess expense is incurred.  
  
In addition to the right of Contractor to stop the Work of Subcontractor for cause as set forth herein, Contractor may, upon three (3) days written notice to Subcontractor terminate this Subcontract without cause. In the event that Contractor terminates this Subcontract as set forth herein without cause, Contractor shall promptly pay to Subcontractor a reasonable portion of the Subcontract Amount, less the aggregate of all payments made hereunder by Contractor, on account of the Work performed prior to the date of such termination and Subcontractor shall, concurrently with the payment by Contractor to Subcontractor of the amount set forth hereinabove, sell, assign, transfer and otherwise set over unto Contractor any and all materials, equipment, supplies, drawings, contractual rights and other property acquired and/or produced by Subcontractor in connection with the Work.
16. SUBLETTING AND ASSIGNMENT: Subcontractor shall neither assign this Subcontract nor subcontract all or any portion of the Work without the written consent of Contractor. Further, Subcontractor shall not assign any amounts due or to become due hereunder without the written consent of Contractor.
17. APPLICABLE LAW: The terms and conditions of this Subcontract shall be construed in accordance with the laws of the state in which the Project is located.
18. SUBCONTRACT DOCUMENTS: The Subcontract Documents which form the entire contract by and between Contractor and Subcontractor consist of the Subcontract and Schedule "A", which such Schedule is annexed hereto and made a part hereof. All rights and obligations under the Subcontract Documents shall inure to and be binding upon Contractor and Subcontractor and the respective successors and assigns of Contractor and Subcontractor.



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19. **SALES AND USE TAX REQUIREMENTS:** The Subcontractor shall pay sales, consumer, use and similar taxes for the Work provided by the Subcontractor which are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. Subcontractor must comply with all state tax laws in effect for the project location. Certain states have specific bonding and/or withholding requirements for non-resident subcontractors which must also be adhered to whenever applicable. If applicable to this contract, non-resident subcontractor information and forms are included in Schedule D.
20. **SAFETY STANDARDS:** Subcontractor agrees to be solely responsible for taking all safety measures relating to his Work for the prevention of accident, and agrees to comply and abide by any safety programs that may be set up by Contractor and/or the Owner if any, with the Work Hours and Safety Standards Act, 40 U.S.C., 327, and regulations adopted thereunder, and with the provisions of the "Construction Safety Act" and the "Occupational Safety and Health Act of 1970", as well as all laws, ordinances and regulations of any private, public or quasi-public authority (e.g. Massachusetts "Right to Know Law", M.G.L.A. Chapter 11F, any "Dig Safe" or similar laws) having jurisdiction, pertaining to the Work and Subcontractors' performance thereof. If Subcontractor fails or neglects to comply with the safety program, if any, or applicable laws, ordinances or regulations, Contractor may take whatever measures are necessary to bring Subcontractor's performance into compliance and Contractor may deduct the cost of such measures from any payments due or to become due to Subcontractor. It is further agreed that if any agent or agency assesses a fine or penalty either against Contractor, or Owner or Subcontractor because of any breach or violation by Subcontractor of the terms or provisions of said programs, or laws, ordinances or regulations, then Subcontractor agrees to respond, defend, and be responsible for all citations, assessments, fines or penalties for his failure to do so comply and to pay the fine or penalty which is so assessed, except that if the fine assessed by the agent or agency includes a breach or violation by Contractor, or any other subcontractor, Subcontractor agrees to pay that portion of the fine which is allocable to the breach or violation by Subcontractor.

If Subcontractor fails to pay such fine which Subcontractor should have paid and Contractor pays same, the Contractor shall have the right to deduct amount(s) so paid from the Subcontract Price. Violation of the provisions set forth herein shall be grounds for the termination of this Subcontract.

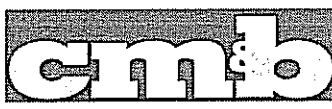
Subcontractor alone shall be responsible for the acts of his employees and for the safety, efficiency and adequacy of his plant, appliances, methods and work, and for any damage or injury which may result from their failure or their improper construction, maintenance or operation, causing damages or injuries either directly or indirectly to any property or person at the jobsite or at other locations.

Where cutting, drilling or removals are required in existing walls, floors or roof construction, the Work shall be done in a manner that will safeguard and not endanger workmen or the structural integrity of the building, and shall in all cases be approved by Contractor and/or the Architect prior to the Work being performed.

During the conduct of the Work, Subcontractor must notify Contractor in writing within twenty-four (24) hours of the occurrence of an accident causing injury to the employee(s) of Subcontractor or his agents.

Subcontractor shall designate one representative to act as his Safety Engineer on the site. This person shall be Subcontractor's foreman/superintendent, unless otherwise designated to Contractor. He shall be responsible to insure that the Work is being performed in a safe manner in accordance with applicable laws and regulations. Upon request of Contractor, Subcontractor shall appoint an agent to serve as a member of a Project Safety Committee, if any.

No explosives, volatile liquids or flammable materials shall be used at the site without the express written consent of the Contractor. Storage of such materials shall be outside building structure(s) in location(s) designated by Contractor.



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21. ENVIRONMENTAL MATTERS: Subcontractor shall be solely responsible for all governmental regulations pertaining to environmental matters no matter whether such laws were or were not in existence at the time of the execution of this Subcontract. He shall perform all Work consistent with safe and reasonable construction practices. Subcontractor shall employ equipment, machinery and techniques of a kind which will minimize any detrimental impact on the environment. Without limiting the generality of the foregoing, Subcontractor agrees: (i) when the use of hazardous materials is necessary, such uses shall be under the supervision of properly qualified personnel, licensed if required by law, and the storage and use of such hazardous materials shall be at locations that will not create a hazard to the environment or personnel engaged at the jobsite; (ii) unnecessary air pollution from dust, demolition, machinery exhaust and the use of sprayed-on materials shall not be allowed; (iii) that he will not carry out open burning on the construction site and; (iv) that he will remove and dispose of hazardous waste, such as friable asbestos, off site after giving notice to and observing all procedures mandated by the U.S. Environmental Protection Agency and other federal, state and local environmental authorities having jurisdiction over such matters including, without limitation, the securing of all necessary approvals and permits prescribed by such agencies or authorities. Subcontractor shall indemnify and hold harmless Contractor and the Owner from any cost, loss, damage or liability, including legal costs, resulting from Subcontractor's failure to comply with the foregoing.



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IN WITNESS WHEREOF, Contractor and Subcontractor have executed this Subcontract under seal as of the day and year above written.

CONTRACTOR:

cm&b, Inc.

BY: \_\_\_\_\_

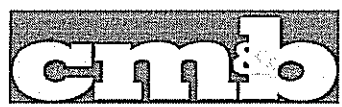
Its  
Hereunto duly authorized

Subcontractor Name

BY: \_\_\_\_\_

Its  
Hereunto duly authorized

**NOTE:** Execution of Contract by Subcontractor will be complete **ONLY** with Signature of attached "Acknowledgement of Receipt Form" (see last page).



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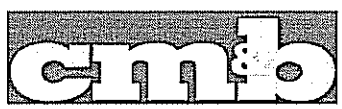
## **SCHEDULE "A" - SCOPE OF WORK**

The work under this agreement includes but is not necessarily limited to the following Scope of Work (Note: All work obviously a part of this system, but not specifically mentioned, shall also be included):

Provide all Labor, Materials, Supervision, Tools, Equipment, Staging and Rigging to complete the \_\_\_ Scope of Work in strict accordance with referenced drawings and specifications prepared by Architect, listed within this Subcontract.

Scope of Work Listed

General Scope Items Listed



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**SCHEDULE "B" – DRAWINGS AND SPECIFICATIONS RIDER**

See Attached Drawing Rider Dated DATE

**SCHEDULE "C" - JOB SCHEDULE**

See Attached Project Schedule Dated DATE



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**ACKNOWLEDGMENT OF RECEIPT**

The items listed below are an integral part of this Subcontract. Subcontractor acknowledges by signing below that he has received complete copies of each, has read them, and is now familiar with the provisions and procedures therein contained. All of the contents of this package have important legal consequences; therefore, a careful review and consultation with an attorney is encouraged.

- 1. Subcontract – 9 Pages
- 2. Schedule A – Scope of Work - # of Pages
- 3. Schedule B – Drawing and Specification Rider - N/A or Attached
- 4. Schedule C – Job Schedule – N/A or Attached

5. Schedule D - Forms

- \_\_\_\_\_ cm&b Form 1 – Conditional Lien Waiver
- \_\_\_\_\_ cm&b Form 2 – Application for Payment Control Sheet and Sample Standard Requisition (G702 & G703)
- \_\_\_\_\_ cm&b Form 3 – Sample Insurance Certificate and General Insurance Requirements
- \_\_\_\_\_ cm&b Form 4 – Subcontractor Supplier List
- \_\_\_\_\_ cm&b Form 5A – Out of State Contractor Notification
- \_\_\_\_\_ cm&b Form 5B – Guarantee Bond
- \_\_\_\_\_ cm&b Form 5C – Out-of-State Contractor Registration
- \_\_\_\_\_ cm&b Form 6 – Final Accounting Reconciliation

Subcontractor acknowledges receipt of the above by signing below.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature



Construction Management & Builders, Inc.

**cm&b Form 1**

**SUBCONTRACTOR/SUPPLIER  
CONDITIONAL LIEN WAIVER**

Receipt and Waiver of Mechanic's Lien Rights

The undersigned hereby acknowledges upon receipt of the sum of:

\$ \_\_\_\_\_

Check Only One:

As payment for labor, skill, material and equipment furnished through the following date: \_\_\_\_\_, 20\_\_\_\_ (except the sum of \$ \_\_\_\_\_ retainage or holdback)

As full and final payment for all labor, skill, material and equipment furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback)

As full and final payment for all labor, skill, material and equipment furnished or to be furnished including retainage

Date: \_\_\_\_\_

Project No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Subcontract No.: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_

Project Address: \_\_\_\_\_

and for value received hereby waives all rights acquired by the under signed to assert, file or record mechanic's liens, stop notices or bond rights and hereby releases any such mechanic's lien, stop notice or bond rights against said real property, the owner therefore, or any surety for labor, skill, material and equipment furnished to said real property (except for retainage, if any, shown in Number 1 or 2). The undersigned hereby agrees to indemnify, defend and hold harmless Contractor and owner for, from and against all costs, claims, loss or damage which Contractor or Owner may sustain as a result of any mechanic's liens, stop notice, bond rights, claims or obligations arising out of the undersigned's furnished said labor, skill, material and equipment. Furthermore, the undersigned being duly sworn deposes and say:

I am an officer or partner of the subcontractor/supplier named below, am authorized to make this affidavit and bind the subcontractor, am familiar with the facts and make this affidavit for and on behalf of the claimant knowing that it is being relied on by the Contractor in order to induce the Contractor to make the payment requested and Subcontractor's attached application for payment.

All subcontractor/subcontractors and suppliers have been paid all amounts due them through the Requisition date except such amounts which are subject of this requisition and which amounts the claimant agrees shall be paid promptly upon the receipt of within Requested Funds.

The subcontractor/supplier is current as to payment of and does not owe any amount for wages, fringe benefits, union dues, welfare pension and similar deductions; and any federal, state or other payroll taxes or deductions.

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Dated \_\_\_\_\_ 20 \_\_\_\_

Company Name: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, The undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identity, which was/were \_\_\_\_\_, to be the person(s) whose name(se) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(s). (as \_\_\_\_\_ for \_\_\_\_\_ a/the \_\_\_\_\_)

Signature of Notary \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Building Results...**



**\*\*DOCUMENTATION REQUIRED TO PROCESS YOUR PAYMENT\*\***  
**APPLICATION FOR PAYMENT CONTROL SHEET**

Subcontractor: \_\_\_\_\_

cm&b Project #: \_\_\_\_\_

Contract #: \_\_\_\_\_

Date: \_\_\_\_\_ Application #: \_\_\_\_\_ Payment Due This Application: \$ \_\_\_\_\_

**FIRST APPLICATION**

cm&b Form 2 Application for Payment Control Sheet \_\_\_\_\_  
 G702 Application for Payment \_\_\_\_\_  
 G703 Continuation Sheet \_\_\_\_\_  
 cm&b Form 1 Conditional Lien Waiver \_\_\_\_\_  
 Signed Contract / Purchase Order \_\_\_\_\_  
 Signed Change Orders (if applicable) \_\_\_\_\_

**Contract Documents:**

W-9 Taxpayer ID & # \_\_\_\_\_  
 cm&b Form 3 Certificate of Insurance \_\_\_\_\_  
 cm&b Form 4 Suppliers Listing \_\_\_\_\_  
 cm&b Forms 5A-5C Out of State Contractor - Certificate of Compliance (if applicable) \_\_\_\_\_  
 Labor Rates (per General Scope Item in Contract) \_\_\_\_\_

**OTHER APPLICATIONS**

cm&b Form 2 Application for Payment Control Sheet \_\_\_\_\_  
 G702 Application for Payment \_\_\_\_\_  
 G703 Continuation Sheet \_\_\_\_\_  
 cm&b Form 1 Conditional Lien Waiver \_\_\_\_\_  
 Signed Change Orders (if applicable) \_\_\_\_\_

**FINAL APPLICATION**

cm&b Form 2 Application for Payment Control Sheet \_\_\_\_\_  
 G702 Application for Payment \_\_\_\_\_  
 G703 Continuation Sheet \_\_\_\_\_  
 cm&b Form 1 Conditional Lien Waiver \_\_\_\_\_  
 Signed Change Orders (if applicable) \_\_\_\_\_  
 cm&b Form 6 Final Acct'g Reconciliation \_\_\_\_\_

Please understand the Application for Payment **CANNOT** be processed until **ALL** items indicated above are received by our office. Once required items are received, payment can be expected within 30 days. Also, please note **ONLY** approved change orders issued to date can be submitted on your application. A request for payment of changes **NOT** substantiated by a cm&b issued change order will not be accepted for payment.

RECEIVED: _____ ENTERED BY: _____	<b>cm&amp;b USE ONLY:</b> AUTHORIZED BY: _____ DATE APPROVED: _____ DATE ENTERED: _____
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Construction Management & Builders, Inc.

TO OWNER:

PROJECT:

APPLICATION NO.:
PERIOD TO:
PROJECT NOS.:
CONTRACTOR
CONTRACT DATE:

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACT FOR:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM
2. Net change by Change Orders
3. CONTRACT SUM TO DATE (Line 1 + 2)
4. TOTAL COMPLETED & STORED TO DATE
5. RETAINAGE:
a. % of Completed Work
b. % of Stored Material
6. TOTAL EARNED LESS RETAINAGE
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
8. CURRENT PAYMENT DUE
9. BALANCE TO FINISH, INCLUDING RETAINAGE

Table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include Total changes approved in previous months by Owner, Total approved this Month, TOTALS, NET CHANGES by Change Order.

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for: Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

By:
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.





Construction Management & Builders, Inc.

# CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)						

AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992



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Construction Management & Builders, Inc.

**cm&b Form 4**

**\*\*THIS FORM IS TO BE COMPLETED IN FULL ON  
SUBCONTRACTORS LETTERHEAD\*\***

**\*\*SUBCONTRACTOR SUPPLIER LIST\*\***

Job No: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Below is a complete listing of all our Subcontractor's and Suppliers supplying materials and/or labor on this project.

<u>Company Name</u>	<u>Address</u>	<u>Telephone No.</u>	<u>Approx. Amt.</u>
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**\*\* EXAMPLE \*\***

cm&b Building Supply	123 Street Nowhere, MA 12345	(800) 555-1234	\$9,000.00
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***Building Results...***