

Subcontract Agreement

DATE: 4/22/2019

Project Title	PROJECT TITLE
Asturian Project #	19XXX
Contract #	CONTRACT NUMBER
Subcontractor Name	
Subcontractor Address	,
Subcontractor #	19XXXXXXX
Contract Amount	
Start Date	
Completion Date	
Wage Determination	
Liquidated Damages	
Retainage	
Payment Application	All Subcontractor invoices must be submitted to AP@asturiangroup.com File name must incl. Sub #.

Subcontractor shall perform all work as outlined in this Subcontract Agreement in strict accordance with the contract documents including, without limitation, the following:

Asturian Group, Inc. (Asturian) expects a Fully Usable, Acceptable and Functional Final Product, Complete and in accordance with all Contract Drawings, Documents, Specifications, Project Solicitation, References, Project Schedule, Amendments and as directed by Asturian. Subcontractor shall provide all Materials, Tools, Equipment, Labor, Supervision, Reports, Studies, Tests, Quality Control, Permits, Taxes, Freight, Licensing, Engineering, and Insurance to Provide and Coordinate and Ensure the Fabrication and Delivery and Installation and Performance, in full, of the **FEATURE OF WORK** portions of the project in accordance with *CONTRACT NUMBER for DELIVERY METHOD, CONTRACT TITLE* located at INSTALLATION, CITY, STATE. Subcontracted Scope of Work shall include, but not limited to, the following Specification Sections and References:

SPECIFICATION SECTIONS AND DIVISIONS:

Any and all General Conditions, Supplementary Conditions, Special Conditions, and Clauses, References and Division 01 requirements are applicable to this scope of work.

SECTION 00 00 00 SECTION NAME – (COMPLETE OR AS IT PERTAINS TO THIS SCOPE OF WORK OR NONE PROVIDED)

The above specification sections shall include interrelated specification references as applicable to the scope of work.

The **CONTRACT DOCUMENTS** include the following:

1. Solicitation
2. Prime Contract
3. Specifications
4. Drawings
5. Amendment(s)
6. Baseline Schedule
7. Wage Scale

Inclusions:

Items mentioned in these clarifications are listed for the purpose of describing basic specific contents and shall not be construed as relieving the Subcontractor from executing any work described throughout the contract specifications or indicated on the contract drawings because of

its omission in the below items.

1. The work to be constructed and installed by the subcontractor is described, but not necessarily limited to, the following:
 1. **Job Specific Item**
2. Asturian utilizes Procore which is a web-based project management software. Subcontractor is required to utilize the software for all project specific communication including, email, submittals, RFI's, Pay Applications, Proposals, and other document downloads and distributions. There is no cost to the Subcontractor associated with the use of Procore. However, Subcontractor shall be responsible to pay for and maintain the required internet access for the duration of the project.
3. All RFI'S, submittals, or correspondence shall go through Asturian. Direct contact by the Subcontractor to the Architect, Engineer, or Owner is not allowed without prior authorization by Asturian.
4. The Asturian Project Manager and Corporate Officers are the only persons authorized to approve and direct additional work and other changes to this subcontract.
5. Provide completion of punch list work within (5) days from Substantial Completion. Work in occupied space will be performed at the approval of the Owner.
6. Subcontractor/Vendor shall be responsible for all equipment storage, on site and/or off site, which may be required because of the construction schedule and/or Asturian changes to the construction schedule.
7. Subcontractor shall be available and diligently perform the work of this Subcontract as it becomes available.
8. Subcontractor/ Vendor's bid price shall anticipate and include multiple deliveries and/or mobilizations at no additional cost to Owner or Asturian.
9. Provide copy of order, confirmation, and projected delivery dates for all materials to be used on this project with a lead time greater than (30) days.
10. Provide written notification of any required release dates for materials, rough openings, or submittal approval if required for timely delivery of any portion of this scope of work. This notification is to be provided within (10) days of Notice to Proceed with this Subcontract Agreement. Failure to provide this notification will result in all costs for delay being assessed to you for late delivery of this project.
11. Phasing as required by Asturian and contract documents.
12. Dewatering as required for the performance of work included in this Subcontract Agreement performed in a manner to not affect contemporaneous or subsequent activities.
13. Secure work areas during inclement weather. Tie down all items that may become airborne and do not leave ditches, trenches, etc. open and exposed to the effects of weather. Backfill prior to inclement weather.

Exclusions:

1. **Job Specific Item**

The foregoing description includes, but is not limited to, Work to be performed under the Subcontract Agreement, without limitation or exclusion except as specifically noted, this description shall not be construed as relieving the Subcontractor/ Vendor from executing any work described throughout the Specifications, indicated on the Drawings, required by Building Code, or any state or local jurisdiction because of its detailed omission. This Subcontract Agreement voids and supersedes all other agreements and proposals by the Subcontractor. All proposals and communications in association with this scope of work, which conflict with the above description of the Work, are specifically rejected or withdrawn.

CONDITIONS AND PAYMENT TERMS

The above specified project is to be completed in conformance with all specifications, plans, written scope of work, and conditions relating to this agreement. In addition, the project is to be performed in compliance with OSHA regulations and local, state, and federal building codes. Although the Contractor has control over the quality of all work related to this project, the Subcontractor is an independent contractor in all respects; the Subcontractor is responsible for its employees, material, equipment and all applicable taxes, benefits and insurance. The Subcontractor is responsible for coordinating its activity with other trades and promptly cleaning up any surplus or refuse created by the Work. Prior to start of the Work, Subcontractor must submit the following:

- Certificate of Insurance in accordance with exhibit
- Copy of Business License
- W-9
- SF1413 Statement & Acknowledgement
- Exhibit E
- Exhibit F
- Exhibit J

Subcontractor acknowledges this project falls under the Davis Bacon Act. Accordingly, all jobsite workers of Subcontractor and their lower-tier suppliers and subcontractors are subject to the minimum wage standards imposed by the Department of Labor. Subcontractor shall submit WEEKLY certified payrolls and a Statement of Compliance along with their MONTHLY applications for payment. Two (2) copies of your company's Certified Payroll and "No Work Performed" Payroll for this project need to be submitted on a weekly basis.

Payment Terms: Paid when Paid

Authorized Signature _____

Authorized Signature _____

Date _____

Date _____

SAMPLE

PARTIAL WAIVER AND RELEASE OF LIENS

Exhibit E

Project Title: PROJECT TITLE
Prime Contract #: CONTRACT NUMBER
Asturian Project #: 19XXX

Subcontractor/Supplier Name:

The undersigned, for and in consideration of the payments made by Asturian Group, Inc. (the "Contractor") to the Subcontractor/Supplier, for labor employed in and/or materials furnished for the construction of the Project does hereby acknowledge:

1. The undersigned has received payment for all deliveries of materials and/or for all work performed on the Project, through _____ (date) as certified in its Application and Certification in the amount of _____ submitted to Contractor on _____ (date).
2. The undersigned does hereby forever release and discharge the Contractor, the Owner and the land on which the Project is located, from any and all causes of action, mechanic's liens, claims and demands whatsoever which the undersigned ever had, now has or ever will have by reason of the delivery of materials or the performance of work on the Project through the date above.
3. The undersigned does hereby certify that all of its subcontractors, sub-subcontractors, material suppliers, equipment lessors and any other person or entity that has provided equipment, labor and material used on the Project have been paid in full or will be paid in full from the proceeds of the sums being paid by the Contractor through the date above. Subcontractor/Supplier further certifies that all Social Security taxes, Unemployment Compensation, Workmen's Compensation, all other labor standard provisions of the prime contract and all insurance premiums have been fully paid and/or satisfied through the date above.
4. The undersigned hereby waives and releases the Contractor and its surety, and their assigns and successors, from all rights and benefits that they may have under the Miller Act, and all other lien rights for all labor, equipment and material supplied on the Project through the date above.

The undersigned acknowledges that he/she has read and understands the above provisions and is authorized to sign on behalf of the Subcontractor/Supplier.

 _____ (Signature)
 _____ (Printed Name)
 _____ (Title)

State/Commonwealth of _____ :

City/County of _____, to wit:

Subscribed and sworn to me this ___ day of _____, _____, by _____ (name) who is known to me or presented _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

Notary Seal:

**FINAL WAIVER AND RELEASE OF LIENS
Exhibit F**

Project Title: PROJECT TITLE
Prime Contract #: CONTRACT NUMBER
Asturian Project #: 19XXX

Subcontractor/Supplier Name:

The Subcontractor/Supplier, for and in consideration of the payments made by Asturian Group, Inc. (the "Contractor") to the Subcontractor/Supplier, for labor employed in and/or materials furnished for the construction of the Project does hereby acknowledge:

1. The Subcontractor/Supplier has received Final Payment for all deliveries of materials and/or for all work performed on the Project, through the _____ (date) as certified in its Application and Certification in the amount of _____ submitted to Contractor on _____ (date).
2. The Subcontractor/Supplier does hereby provide to the Contractor, as an inducement for the Contractor to pay the sum of _____, the certification that the work performed and the materials supplied to date, as represented by previous payments and the Final Payment herein, represent the actual value accomplished under the terms of the Subcontract Agreement and all changes thereto relating to the Project.
3. The Subcontractor/Supplier does hereby forever release and discharge the Contractor, the Owner and the land on which the Project is located, from any and all causes of action, mechanic's liens, claims and demands whatsoever which the undersigned ever had, now has or ever will have by reason of the delivery of materials or the performance of work on the Project through the date above.
4. The Subcontractor/Supplier does hereby certify that all of its subcontractors, sub-subcontractors, material suppliers, equipment lessors and any other person or entity that has provided equipment, labor and material used on the Project have been paid in full or will be paid in full from the proceeds of the sums being paid by the Contractor through the date above. Subcontractor/Supplier further certifies that all Social Security taxes, Unemployment Compensation, Workmen's Compensation, all other labor standard provisions of the prime contract and all insurance premiums have been fully paid and/or satisfied through the date above.
5. The Subcontractor/Supplier does hereby certify that neither final acceptance of the Subcontract Work by the Owner nor the Final Payment for work by the Owner, shall release the Subcontractor/Supplier from obligations that arise from its negligence in supplying unapproved deviations and/or faulty materials or workmanship for the period set forth in the Subcontract Agreement.
6. The Subcontractor/Supplier hereby waives and releases the Contractor and its surety, and their assigns and successors, from all rights and benefits that they may have under the Miller Act, and all other lien rights for all labor, equipment and material supplied on the Project through the date above.

The undersigned acknowledges that he/she has read and understands the above provisions and is authorized to sign on behalf of the Subcontractor/Supplier.

_____ (Signature)
 _____ (Printed Name)
 _____ (Title)

State/Commonwealth of _____ :

City/County of _____, to wit:

Subscribed and sworn to me this ___ day of _____, _____, by _____ (name) who is known to me or presented _____ as identification.

Notary Public

My Commission Expires: _____

Registration No.: _____

Notary Seal:

EXHIBIT J
Asturian Group, Inc. Standard Insurance Requirements

Project Title: PROJECT TITLE
Prime Contract #: CONTRACT NUMBER
Asturian Project #: PROJECT TITLE

All subcontractors and vendors onsite shall maintain insurance with the following minimum limits of liability:

1. Commercial General Liability

General Aggregate - \$2,000,000
Products – Completed Operations Aggregate - \$2,000,000
Personal & Advertising Injury - \$1,000,000
Each Occurrence - \$1,000,000

2. Commercial Automotive Liability

Combined Single Limit - \$1,000,000

3. Workers' Compensation and Employer's Liabilities

Each Accident - \$100,000
Each Disease - Policy Limit - \$500,000
Each Employee - \$100,000
a. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to this policy.
b. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

4. Umbrella

Each Occurrence - \$1,000,000 over primary insurance, each occurrence SIR \$10,000 or less.

5. Pollution Coverage

Required for all demolition, abatement, environmental and masonry contractors. The limit of insurance should be \$1,000,000 and the policy must also name Asturian Group Inc. as an additional insured.

6. Professional Liability Insurance

The Contractor and all consultants retained by the Contractor shall obtain professional liability insurance for claims arising from the negligent performance of professional services under this agreement, which shall be written for not less than \$2,000,000.00 per claim and in the aggregate. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the Contractor. These requirements shall be continued in effect for three (3) years after the Date of Substantial Completion. The deductible shall be paid by the Contractor.

7. Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability insurance maintained per requirements stated above.

8. Certificate and Endorsement

- (a) One (1) current certificate of insurance must be on file prior to the start of work.
- (b) Please state "Various Projects" under the Description of Operations. (This eliminates the need for a separate per project certificate).
- (c) The certificate holder will be named as additional insured under the subcontractor's commercial general liability policy on a primary and non-contributory basis using commercial general liability endorsement forms number CG20101001 and CG20371001, or equivalent, which provides both premises and operations and completed operations.
- (d) Certificate Holder: Asturian Group, Inc.

9. All insurance coverage required by the subcontract documents shall be maintained without interruption from the date of commencement of the subcontractor's work until one year following the date of final payment.

10. All policies of insurance shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

SAMPLE

STATEMENT AND ACKNOWLEDGMENT

OMB No.: 9000-0014

Expiration Date: 12/31/2014

Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED 4/22/2019		3. SUBCONTRACT NUMBER 19XXSXXXXXXX	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME Asturian Group, Inc.			a. NAME		
b. STREET ADDRESS 760 Lynnhaven Parkway Suite 200			b. STREET ADDRESS		
c. CITY Virginia Beach	d. STATE Virginia	e. ZIP CODE 23452	c. CITY	d. STATE	e. ZIP CODE

6. The prime contract does does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDFIRM
Asturian Group, Inc.

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

26 00 01 ELECTRICAL

8. PROJECT PROJECT TITLE		9. LOCATION ADDRESS CITY, STATE ZIP	
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10a. NAME OF PERSON SIGNING Andrew D. Quiroz		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING President					

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation
(If included in prime contract see Block 6)
Payrolls and Basic Records
Withholding of Funds
Disputes Concerning Labor Standards
Compliance with Construction Wage Rate Requirements and Related
Regulations

Construction Wage Rate Requirements
Apprentices and Trainees
Compliance with Copeland Regulations
Subcontracts (Labor Standards)
Contract Termination-Debarment
Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	

15a. NAME OF PERSON SIGNING

15. BY (*Signature*)

16. DATE SIGNED

15b. TITLE OF PERSON SIGNING

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1413 (REV. 4/2013)
Prescribed by GSA/FAR (48 CFR) 53.222(e)

SAMPLE

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
2	Business name/disregarded entity name, if different from above		
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4
5	Address (number, street, and apt. or suite no.) See instructions.		Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
6	City, state, and ZIP code		Requester's name and address (optional)
7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
OR				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*