



PROFESSIONAL SERVICES AGREEMENT

Between

Asturian Group, Inc.

And

Contractor

For

Project Title: PROJECT TITLE
Contract Number: CONTRACT NUMBER
Asturian Job No.: 19XXX

TABLE OF CONTENTS

- 1.0 SERVICES OF SUBCONTRACTOR
- 2.0 SUBCONTRACT WORK
- 3.0 PERFORMANCE SCHEDULE
- 4.0 COORDINATION OF WORK
- 5.0 RECORDS AND REPORTS
- 6.0 ENFORCEMENT OF THE AGREEMENT
- 7.0 NON-DISCRIMINATION
- 8.0 MISCELLANEOUS PROVISIONS

EXHIBITS

- A. CONTRACTOR SCOPE OF WORK
- E. PARTIAL WAIVER AND RELEASE OF LIENS
- F. FINAL WAIVER AND RELEASE OF LIENS
- H. CONTRACTOR INFORMATION SHEET
- J. STANDARD INSURANCE REQUIREMENTS

Project Title:	PROJECT TITLE
Asturian Project #	19XXX
Contract#	CONTRACT NUMBER
Subcontractor #	19XXXSXXXXXX
Contract Amount:	
Start Date:	
Completion Date:	
Project Address:	ADDRESS CITY, STATE ZIP
Retainage:	
Subcontractor Bond:	
Liquidated Damages:	
Payment Application:	ap@asturiangroup.com

PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into , by and between the Asturian Group, Inc, (herein "Asturian") and (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" or "deliverables" hereunder. As a material inducement to Asturian entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services described herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all deliverables will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law.

All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Asturian against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against Asturian hereunder.

1.4 Familiarity with Work.

By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform Asturian of such fact and shall not proceed except at Contractor's risk until written instructions are received from Asturian.

1.5 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as part of Exhibit "A" and incorporated herein by this reference. Compensation may include reimbursement for actual and necessary expenses if specified in the Schedule of Compensation.

2.2 Method of Payments.

Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the 25th calendar day of such month, Contractor shall submit to Asturian a standard AIA Application for Payment for services rendered prior to the date of the invoice. Except as provided in Section 7.3, Asturian shall pay Contractor for all expenses stated thereon which are approved by Asturian pursuant to this Agreement no later than the 30th calendar day of the month following submission of the invoice.

3.0 **PERFORMANCE SCHEDULE**

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established by Asturian.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including Asturian, if the Contractor shall within ten (10) days of the commencement of such delay notify Asturian in writing of the causes of the delay. Asturian shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of Asturian such delay is justified. Asturian's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against Asturian for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

4.0 **COORDINATION OF WORK**

4.1 Representative of Contractor.

The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Asturian to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of Asturian.

4.2 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for Asturian to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of Asturian. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Asturian. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of Asturian.

4.3 Independent Contractor.

Neither Asturian nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. Asturian shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of Asturian and shall remain at all times as to Asturian a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Asturian. Asturian shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

5.0 RECORDS AND REPORTS

5.1 Ownership of Documents.

All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Asturian and shall be delivered to Asturian upon request of Asturian or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by Asturian of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at Asturian's sole risk and without liability to Contractor, and Asturian shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to Asturian of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify Asturian for all damages resulting therefrom.

5.2 Release of Documents.

The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of Asturian.

6.0 ENFORCEMENT OF AGREEMENT

6.1 California and Mutual Waiver of Consequential Damages.

This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Asturian and Contractor waive claims against each other for special, incidental, indirect, or consequential damages arising out of or relating to this Agreement, whether arising in contract, warranty, tort (including negligence), strict liability, or otherwise, including, but not limited to, losses of use, profits, business, reputation, or financing, in connection with any claims, controversies, or disputes concerning matters which pertain to disputes between Asturian and

Contractor. To the extent applicable, this mutual waiver applies to consequential damages due to termination by Asturian accordance with this Agreement. The provisions of this Paragraph shall also apply to and survive termination of this Agreement.

6.2 Disputes.

CONTINUANCE OF SERVICES AND PAYMENT. Unless otherwise agreed in writing, the Contractor shall continue to perform its Services during any dispute mitigation or resolution proceeding.

DIRECT DISCUSSIONS. If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) business days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) business days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

MEDIATION. If direct discussions do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation through the current Construction Industry Mediation Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of mediation rules. The administration of the mediation shall be as mutually agreed by the Parties. The mediation shall be convened within thirty (30) Days of the matter first being discussed and shall conclude within forty-five (45) working days of the matter first being discussed. Either Party may terminate the mediation at any time after the first session, but the decision to terminate shall be delivered in person by the terminating Party to the non-terminating Party and to the mediator. The costs of the mediation shall be shared equally by the Parties.

BINDING DISPUTE RESOLUTION. If the matter remains unresolved after submission of the matter to a mitigation procedure or to mediation, the Parties shall submit the matter to Arbitration using the current Construction Industry Arbitration Rules of the American Arbitration Association, or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties. The costs of any binding dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

VENUE. The venue of any binding dispute resolution procedure shall be Virginia Beach, VA.

MULTIPARTY PROCEEDING. The Parties agree that to the extent permitted by the Contract Documents all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. To the extent disputes between Asturian and Contractor involve in whole or in part disputes between the Design-Builder and the Owner, disputes between the Architect/Engineer and the Design-Builder shall be decided by the same tribunal and in the same forum as disputes between the Design-Builder and the Owner.

6.3 Retention of Funds.

Contractor hereby authorizes Asturian to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Asturian for any losses, costs, liabilities, or damages suffered by Asturian, and (ii) all amounts for which Asturian may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Asturian may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Asturian to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect Asturian as elsewhere provided herein.

6.4 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.5 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. Asturian reserves the right to terminate this Agreement at any time, with or without cause, upon seventy-two (72) hours' written notice to Contractor. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to Asturian, except that where termination is due to the fault of Asturian, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by Asturian. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by Asturian thereafter in accordance with the Schedule of Compensation or such as may be approved by Asturian, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

6.6 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Asturian may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that Asturian shall use reasonable efforts to mitigate such damages), and Asturian may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed Asturian as previously stated.

6.7 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs, the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.0 NON-DISCRIMINATION

7.1 Equal Opportunity Statement.

(A) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, gender, national origin, sexual orientation or gender identity. If the Project is for the federal government, the Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, age, religion, sex, disability, gender, sexual orientation, gender identity, veteran status or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination and affirmative action clause.

(B) If the Project is for the federal government, the Contractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability, gender, national origin, or veterans status.

(C) If the Project is for the federal government, the Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) If the Project is for the federal government, the Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) If the Project is for the federal government, the Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by Asturian, the Owner or the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Subcontract or with any of such rules, regulations, or orders, the Contractor may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contract work in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The provisions of Section 202 of Executive Order #11246, the provisions of the "Equal Opportunity Clause" in 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Act of 1974, and the provisions of the "Equal Opportunity Clause" Section 503 of the Rehabilitation Act of 1973 are expressly incorporated herein by reference and shall be applicable to this purchase order, contract, lease, subcontract, or government bills of lading unless exempted under the rules, regulation, or orders of the Secretary of Labor.

8.0 MISCELLANEOUS PROVISIONS

8.1 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires, or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of Asturian, to Asturian Project Representative, via email at bhigbea@asturiangroup.com, and in the case of the Contractor, via email at . Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Integration; Amendment.

It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.4 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.5 Indemnity.

8.5.1 To the fullest extent permitted by law, the Architect/Engineer shall indemnify and hold harmless the Design-Builder and its officers, directors, and employees while acting within the scope of their office or employment (the Indemnitees) from and against losses, damages, costs, and expenses, including reasonable attorneys' fees, costs and expenses, for bodily injury, sickness or death, and property damage (other than to the Work itself), to the extent caused by the negligent acts or omissions of the Architect/Engineer, the Architect/Engineer's consultants, or anyone employed by any of them or by anyone for whose acts any of them may be liable.

8.5.2 To the fullest extent permitted by law, the Design-Builder agrees to indemnify and hold harmless the Architect/Engineer, its parent and officers and employees while acting within the scope of their office or employment, from and against claims, actions, proceedings, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees, costs and expenses, that may arise from the performance of work by the Design-Builder, but only to the extent caused by the negligent acts or omissions of the Design-Builder, its officers, agents, employees or Subcontractors.

8.6 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

This Agreement is entered into as of the date entered above.

Asturian Group, Inc.

**EXHIBIT A
CONTRACTOR SCOPE OF SERVICES**

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

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

A. Description:

Asturian Group, Inc. (Asturian) expects a Fully Usable, Acceptable and Functional Final Product, Complete and in accordance with all Contract Documents and as directed by Asturian. Subcontractor shall provide all Tools, Labor, Supervision, Reports, Studies, Tests, Quality Control, Permits, Taxes, Licensing, Engineering, and Insurance to Provide Services, in full, 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 is 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 (SOLICITATION NUMBER).
2. Prime Contract (CONTRACT NUMBER)
3. Specifications dated (LONG FORM DATE OR NONE PROVIDED).
4. Drawings dated (LONG FORM DATE OR NONE PROVIDED).
5. Amendment(s) as applicable, reference Exhibit A.
6. Baseline Schedule dated (**LONG FORM DATE**).
7. Wage Scale (DECISION NUMBER & DATE).

B. 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 services to be performed by the subcontractor are described, but not necessarily limited to, the following:

1. **Job Specific Item**
2. Task and Fee Schedule:
 1. **(List Here, delete bullet (2) if no Fee schedule is associated with the Scope of Work)**
3. 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.
4. 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.
5. The Asturian Project Manager and Corporate Officers are the only persons authorized to approve and direct additional work and other changes to this subcontract.
6. Subcontractor shall be available and diligently perform the work of this Subcontract as it becomes available.
7. Subcontractor's bid price shall anticipate and include multiple mobilizations at no additional cost to Owner or Asturian.
8. Phasing as required by Asturian and contract documents.

C. 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.

D. General Instructions to Bidders:

E. Amendments:

F. Attachments:

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 H Contractor Information Sheet

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

Company Legal Name:	
Federal Tax ID#:	E-verify Company ID:
Office Mailing Address:	
City, State, and Zip Code:	
Office Physical Address:	
City, State, and Zip Code:	
Remittance Address (if different from mailing address):	
City, State, and Zip Code:	
Principal in Charge:	Email:
Phone Number:	Fax Number:
Website Address:	License #:
Company Status- Indicate if certified as any of the following and attach a copy of certificate	
<input type="checkbox"/> Small Business	<input type="checkbox"/> Minority Owned Business; Minority Group:
<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> Veteran Owned Business
<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Service Disabled Veteran Owned Business
<input type="checkbox"/> HUBZone	<input type="checkbox"/> Veteran Owned Business
<input type="checkbox"/> Alaska Native	<input type="checkbox"/> Indian Tribe
	Other:
Prequalified Bidders List: If you wish to be included on future opportunities, please complete the below for all categories of work performed. (List primary cost code first)	
Trade(s):	
Cost Code(s):	
Estimator Name:	Estimating Email Address:
Project Contacts:	
Project Manager:	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:
Project Foreman/Superintendent:	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:
Safety Contact:	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:

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