



# STANDARD AGREEMENT BETWEEN DESIGN-BUILDER AND ARCHITECT/ENGINEER FOR DESIGN-BUILD PROJECTS

Between

Asturian Group, Inc., "Design Builder"

And

Architect/Engineer

For

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

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Project Title:	PROJECT TITLE
Asturian Project #	19XXX
Contract#	CONTRACT NUMBER
Subcontractor #	19XXSXXXXX
Contract Amount:	
Start Date:	
Completion Date:	
Project Address:	ADDRESS CITY, STATE ZIP
Retainage:	%
Subcontractor Bond:	
Liquidated Damages:	
Payment Application:	<a href="mailto:ap@asturiangroup.com">ap@asturiangroup.com</a>

This Agreement has important legal and insurance consequences. Consultations with an attorney and insurance and surety consultants are encouraged with respect to its completion or modification. Notes indicate where information is to be inserted to complete this Agreement.

## **ARTICLE 1 AGREEMENT**

This Agreement is made by and between the DESIGN-BUILDER, Asturian Group, Inc., 760 Lynnhaven Parkway Suite 200, Virginia Beach, Virginia 23452,

and the ARCHITECT/ENGINEER , , ,

for services in connection with the following PROJECT TITLE, 19XXX,

whose OWNER is Asturian Group, Inc., 760 Lynnhaven Parkway Suite 200, Virginia Beach, Virginia 23452.

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

## **ARTICLE 2 GENERAL PROVISIONS**

The Design-Builder has agreed in its Design-Build Agreement with the Owner, which is attached as Exhibit B (which shall include the complete Owner Request for Proposals No. CONTRACT NUMBER and Design-Builder's Proposal in response thereto, collectively referred to as "the Prime Contract"), to procure the services of licensed design professionals to provide the architectural and engineering services required to design the Project in accordance with the Prime Contract and other relevant data defining the Project. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer.

2.1 TEAM RELATIONSHIP. The Architect/Engineer and the Design-Builder agree to cooperate with each other and to exercise their skill and judgment in the performance of their duties and obligations under this Agreement. The Architect/Engineer and the Design-Builder each represent that they possess the requisite skill, expertise, and licensing to perform the required services. The Design-Builder and Architect/Engineer agree to work together on the basis of good faith and fair dealing.

2.2 The Design-Builder and the Architect/Engineer shall perform their obligations with integrity, including, but not limited to:

2.2.1 Conflicts of interest shall be avoided or disclosed promptly to the other Party; and

2.2.2 The Architect/Engineer and the Design-Builder warrant that they have not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers, employees, subconsultants, or others for whom they may be liable, to secure preferential treatment.

### **2.3 DEFINITIONS**

2.3.1 The Architect/Engineer's Services shall be to provide the architectural and engineering services required by this Agreement for the Project, including coordination of design services of subconsultants retained by the Architect/Engineer for the Project. The Services includes Basic Services provided in the Design and Construction Phases plus Additional Services as may be authorized by the Owner and Design-Builder and agreed-to by the Architect/Engineer.

2.3.2 The Contract Documents govern the relationship between the Design-Builder and the Architect/Engineer. The Contract Documents consist of those portions of the Prime Contract pertinent to the Architect/Engineer's Services, compensation, and time for performance, claims and dispute resolution, and any other portions of the Prime Contract related to the furnishing of design services Design Builder is required to furnish the Owner, including, but not limited applicable Federal Acquisition Regulation flow down clauses, and this Agreement, including the Exhibits set forth in Article 11, plus written amendments to this Agreement as agreed to by the Parties.

2.3.4 The Design-Builder's Work is the design and construction services required of the Design-Builder to fulfill its obligations pursuant to its Prime Contract with the Owner (the Work). The Architect/Engineer's Services are a portion of the Work. Scope of Work is outlined in Exhibit A.

2.3.5 The Owner is the person or entity identified as such in Article 1 and includes the Owner's Representative as identified in the Prime Contract.

2.3.6 The Owner's Program is an initial description of the Owner's objectives included in its RFP that may include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

2.3.7 The Project, as identified in Article 1, is the building, facility, and other improvements for which the Design-Builder is to perform pursuant to its agreement with the Owner. It may also include improvements to be undertaken by the Owner or others retained by the Owner.

2.3.8 Substantial Completion occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder.

2.3.9 Worksite means the geographical area at the location mentioned in Article 1.

2.4 EXTENT OF AGREEMENT. This Agreement represents the entire agreement between the Design-Builder and the Architect/Engineer and supersedes all prior negotiations, representations, and agreements, either written or oral.

### **ARTICLE 3 ARCHITECT/ENGINEER'S RESPONSIBILITIES**

3.1 OBLIGATIONS DERIVATIVE. The Design-Builder and the Architect/Engineer are mutually bound by the terms of this Agreement.

3.1.1 PROJECT REQUIREMENTS. The Architect/Engineer, in order to determine the requirements of the Project, shall review the information in the Prime Contract. The Architect/Engineer shall review its understanding of the Project requirements with the Design-Builder.

3.2 BASIC SERVICES. The Architect/Engineer's Basic Services consist of a review of the Project information furnished by the Design-Builder and the provision of the Schematic Design Documents, Design Development Documents, Construction Documents, bidding or negotiation assistance, Construction Phase Services, and other basic services as may be provided in Subparagraph 3.2.19, and shall include normal architectural, structural, geotechnical, mechanical, electrical, interior, and site design. The Architect/Engineer shall coordinate its services with all services of design consultants and subcontractors retained by the Design/Builder. These services shall be performed in accordance with the schedule established by the Design-Builder pursuant to Article 5. The Architect/Engineer shall assist the Design-Builder in preparing the design schedule for the Owner's written approval.

3.2.1 SCHEMATIC DESIGN DOCUMENTS. Based upon the requirements of the Prime Contract, and other relevant information, the Architect/Engineer shall prepare, for review and written approval by the Design-Builder and Owner, Schematic Design Documents consisting of drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements and scale, and their relationship to the Worksite. Printed and reproducible sets of these Documents shall be provided to the Design-Builder and the Owner as required by the terms of Prime Contract. When the Architect/Engineer submits the Schematic Design Documents, the Architect/Engineer shall identify in writing any material changes and deviations from the Owner's Program incorporated by the Architect/Engineer into said documents. Following completion of the Schematic Design Documents, the Architect/Engineer shall cooperate with the Design-Builder in updating the preliminary schedule.

3.2.2 DESIGN DEVELOPMENT DOCUMENTS. Based on the approved Schematic Design Documents, the Architect/Engineer shall prepare, for review and written approval by the Design-Builder, Owner, and governmental authorities having jurisdiction over the Work, including such revisions as may reasonably be necessary to secure such approvals, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When the Architect/Engineer submits the Design Development Documents, the Architect/Engineer shall identify in writing any material changes and deviations from the approved Schematic Design Documents incorporated by the Architect into said documents. Printed and reproducible sets of these Documents shall be provided to the Design-Builder and the Owner as required by the terms of Prime Contract. Following completion of the Design Development Documents, the Architect/Engineer shall cooperate with the Design-Builder in updating the schedule.

3.2.3 CONSTRUCTION DOCUMENTS. Based on the approved Design Development Documents, the Architect/Engineer shall prepare, for review and written approval by the Design-Builder, Owner, and governmental authorities having jurisdiction over the Work, including such revisions as may be reasonably necessary to secure such approvals, Construction Documents setting forth in detail the requirements for

construction of the Project. When the Architect/Engineer submits the Construction Documents, the Architect/Engineer shall identify in writing any material changes and deviations from the approved Design Development Documents incorporated by the Architect into said documents. Printed and reproducible sets of these Documents shall be provided to the Design-Builder and the Owner as required by the terms of Prime Contract. Following completion of the Construction Documents, the Architect/Engineer shall cooperate with the Design-Builder in updating the schedule.

3.2.3.1 The Architect/Engineer shall review laws, regulations, and codes (collectively referred to hereafter as "Laws and Regulations") applicable to the Architect/Engineer's Services and shall exercise usual and customary professional skill and care in its efforts to comply with such Laws and Regulations in effect as of the date of submission of the Construction Documents. However, the Architect/Engineer shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion. The Architect/Engineer shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project. Changes to any Laws and Regulations, or requirements of governmental authorities after the effective date of this Agreement may be the basis for modifications to the Design-Builder's responsibilities or to the Architect/Engineer's Services, schedule, and/or compensation. If, during the Architect/Engineer's review of applicable Laws and Regulations, and requirements imposed by governmental authorities having jurisdiction over the Project, the Architect/Engineer identifies any conflict between such Laws and Regulations, and/or such requirements, the Architect/Engineer shall notify the Design-Builder of the nature and impact of such conflict. The Design-Builder agrees to cooperate and work with the Architect/Engineer in an effort to resolve any such conflict.

3.2.4 NOT USED.

3.2.5 BIDDING AND NEGOTIATION ASSISTANCE. The Architect/Engineer shall assist the Design-Builder in obtaining bids from subcontractors and major suppliers by providing the drawings and specifications identified above, and, in required, addenda thereto, attending an agreed-to number of pre-bid meetings, and clarifying the scope and intent of the Construction Documents.

3.2.6 CONSTRUCTION PHASE SERVICES. The Construction Phase shall commence upon the issuance of a written notice from the Design-Builder or the Owner to proceed with construction. The Architect/Engineer shall furnish interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda, or otherwise, as are reasonably necessary for the proper execution and progress of the Project. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

3.2.7 Consistent with the Project Schedule, the Architect/Engineer shall timely review and approve or otherwise respond to the Design-Builder's submittals, including shop drawings, product data, and samples. Submittals shall be reviewed by the Architect/Engineer for the limited purpose of checking for conformance with information given and the design concept expressed in the Construction Documents. The Architect/Engineer's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder. Furthermore, the Architect/Engineer's review of such submittals shall not constitute review or approval of safety precautions or programs, or of any construction means, methods, techniques, sequences or procedures. The Architect/Engineer's approval of a specific item shall not indicate that the Architect/Engineer has reviewed the entire assembly of which the item is a component.

3.2.8 Approval by the Design-Builder or Owner shall not be deemed to be an assumption of responsibility by the Design-Builder or Owner for any error, inconsistency or omission in the drawings and specifications or other documents prepared by the Architect/Engineer, its employees, subcontractors, agents or consultants, who shall be responsible for any such error, inconsistency or omission.

3.2.9 The Architect/Engineer shall have reasonable access to the Worksite at all times.

3.2.10 The Architect/Engineer shall communicate with the Owner and the Design-Builder's subcontractors and suppliers only through the Design-Builder. Notwithstanding the preceding sentence, the Architect/Engineer may communicate directly with Owner and other appropriate persons or entities (including, without limitation, authorities having jurisdiction over the Project) on matters of public health, safety, and welfare when required by legal requirements or any code of ethics applicable to the Architect/Engineer if Design-Builder takes any action against the Architect/Engineer's recommendation or advice that violates any legal requirements or, in the Architect/Engineer's professional judgment, places Owner or the public at risk.

3.2.11 The Architect/Engineer shall visit the Worksite as detailed in Exhibit A or pursuant to such requirements as may be established by the Owner (whichever is more frequent), to become generally familiar with the quality of the construction and to determine in general if the construction is proceeding in accordance with the Construction Documents. Any site visits conducted by the Architect/Engineer greater than twice per month shall constitute Additional Services and shall be compensated in accordance with Paragraph 6.2. On the basis of these on-site observations, the Architect/Engineer shall inform the Design-Builder of visible and noticeable defects or deficiencies in the construction. After each Worksite visit, the Architect/Engineer shall promptly provide the Design-Builder with a written field report. If the Architect/Engineer becomes aware of any such defects, deficiencies, or violations, it shall give prompt written notice to the Design-Builder. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences, and procedures, unless they are specified by the Architect/Engineer, or for ensuring that the Design-Builder's Work is in accordance with the Construction Documents.

3.2.12 The Architect/Engineer is not responsible for safety precautions and programs for persons other than the Architect/Engineer's own employees.

3.2.13 The Architect/Engineer shall assist the Design-Builder and Owner in filing required documents with governmental authorities having jurisdiction over the Project.

3.2.14 The Architect/Engineer shall not be responsible for the acts or omissions of the Design-Builder or any of its subcontractors, or their agents or employees, or any other persons performing work on the Project who are not under the control or authority of the Architect/Engineer.

3.2.15 The Architect/Engineer shall attend meetings with the Owner and Design-Builder upon the written request of the Design-Builder. The Architect/Engineer's attendance at any meetings in excess of the number of meetings included in the Architect's Services shall constitute Additional Services and the Architect/Engineer shall be compensated therefor in accordance with Paragraph 6.2.

3.2.16 All of the Services to be provided by the Architect/Engineer shall be rendered with reasonable promptness so as not to unduly delay the Design-Builder. The Design-Builder understands, however, that the Architect/Engineer's performance must be governed by sound professional practices.

3.2.17 The Architect/Engineer shall assist the Design-Builder in conducting a walk-through inspection to determine the date of Substantial Completion of the Design-Builder's subcontractors.

3.2.18 The Architect/Engineer shall assist the Design-Builder in obtaining permits necessary for the construction of the Project.

3.2.19 The following are exceptions to the Basic Services provided by Architect/Engineer: Building envelope testing, production of O&M Manuals, staking of the site and submittal printing.

3.3 ADDITIONAL SERVICES. The following services shall be provided by the Architect/Engineer and paid for as Additional Services if they are authorized in advance by the Design-Builder and agreed-to by the Architect/Engineer in writing and are not included in Basic Services set forth in Paragraph 3.2:

3.3.1 Consultations and representations before governmental authorities (other than the Owner) or others having jurisdiction over the Project other than normal assistance in securing building permits.

3.3.2 Unless otherwise required by the Prime Contract, artistic renderings, models and mockups of the Project or any part of the Project.

3.3.3 Unless otherwise required by the Prime Contract, interior design and related services including procurement and placement of furniture, furnishings, artwork and decorations.

3.3.4 Making revisions to Construction Documents after they have been approved by the Owner, Design-Builder, and governmental authorities, and which are due to causes beyond the control of the Architect/Engineer.

3.3.5 Unless otherwise required by the Prime Contract, design, coordination, management, expediting, and other services supporting the procurement of materials to be obtained, or work to be performed, by the Owner, including, but not limited to, telephone systems, computer wiring networks, sound systems, alarms, security systems, and other specialty systems which are not a part of this Agreement.

3.3.6 Estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss.

3.3.7 The premium portion of overtime work ordered by the Design-Builder, other than that required by the Architect/Engineer to maintain the Project Schedule for causes that are the responsibility of the Architect/Engineer.

3.3.8 Document reproduction exceeding the limits provided for in this Agreement.

3.3.9 Out-of-town travel by the Architect/Engineer in connection with the Architect/Engineer's Services except between the Architect/Engineer's office, Design-Builder's office, Owner's office and the Worksite.

3.3.10 Services requested by the Design-Builder that are not specified in this Agreement and that are not normally part of generally accepted design and construction practice.

3.3.11 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project.

3.3.12 Providing Services relating to Hazardous Material discovered at the Worksite.

3.3.13 Other services as agreed to by the Parties and identified in an attached exhibit.

3.4 QUALIFICATIONS. The Architect/Engineer represents that the Architect/Engineer and its consultants and subcontractors are duly qualified, licensed, registered, and authorized by law to perform the Architect/Engineer's Services.

3.5 ARCHITECT/ENGINEER'S REPRESENTATIVE. The Architect/Engineer's representative shall be provided to Asturian within seven (7) days of receipt of this agreement.

3.6 CONSULTANTS AND SUBCONTRACTORS. The Architect/Engineer shall not engage the services of any consultant or subcontractor without first obtaining the Design-Builder's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Such approval by the Design-Builder shall not be deemed to create any contractual relationship between the Design-Builder and any such consultant or subcontractor. The Architect/Engineer shall bind its consultants or subcontractors in the same manner as the Architect/Engineer is bound to the Design-Builder under this Agreement.

3.7 KEY PROJECT PERSONNEL. The key project personnel whom the Architect/Engineer will assign are as set forth in Exhibit G, including the Architect/Engineer's estimated percentage of time to be devoted by each to the Architect/Engineer's Services. Such personnel shall not be changed without the approval of the Design-Builder, which approval shall not be unreasonably withheld, conditioned, or delayed, unless any such personnel cease to be employed by the Architect/Engineer or otherwise become unavailable due to causes beyond the Architect/Engineer's control, including, but not limited to, sickness, disease, or disability.

3.8 ROYALTIES, PATENTS AND COPYRIGHTS. The Architect/Engineer shall pay all royalties and license fees that may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Architect/Engineer and incorporated in the Work, and known by the Architect/Engineer at the time of such inclusion into the Construction Documents to be patented or copyrighted. The Design-Builder acknowledges and agrees that the Architect/Engineer's Services do not include conducting patent searches in connection with the Services. The Architect/Engineer shall indemnify and hold the Owner and Design-Builder harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection. This Paragraph shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by the Design-Builder or any contractor retained, directed or indirectly, by the Design-Builder or the Owner and not offered or recommended by the Architect/Engineer to the Design-Builder, or (ii) arising from modifications to the Project by the Design-Builder, the Owner, or any other person or entity other than the Architect/Engineer after acceptance of the Project. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, the Design-Builder shall indemnify, and hold harmless the Architect/Engineer to the same extent the Architect/Engineer is obligated to indemnify and hold harmless the Design-Builder in this Paragraph.

3.9 CONFIDENTIALITY. The Architect/Engineer shall treat as confidential and not disclose to third parties, except as is necessary for the performance of the Services, or use for its own benefit, any of the Design-Builder's developments, confidential information, know-how, discoveries, production methods, and the like that may be disclosed to the Architect/Engineer or which the Architect/Engineer may acquire in connection with the Services. The Architect/Engineer shall treat as confidential information all of the Design-Builder's estimating systems and historical and parameter cost

data that may be disclosed to the Architect/Engineer in connection with the performance of this Agreement. The Design-Builder shall treat as confidential information all proprietary design systems and methods that may be disclosed to the Design-Builder in connection with the performance of this Agreement. The Design-Builder and the Architect/Engineer shall each specify those items to be treated as confidential and shall mark them as "Confidential." Notwithstanding the foregoing or any other provision of this Agreement, the Design-Builder and the Architect/Engineer agree that neither party shall have any obligation with respect to any Confidential Information that it can establish: (1) was already known to it without similar restrictions and without breach thereof prior to being disclosed by the disclosing party; (2) was or becomes publicly known through no wrongful act of it or its officers, directors, shareholders, employees, affiliates, subsidiaries, or agents; (3) was rightfully obtained by it from a third party without similar restrictions and without breach thereof; (4) was used or disclosed by it with the prior written authorization of the disclosing party; (5) was independently developed by it without the use of the disclosing party's Confidential Information or any breach hereof; (6) was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence; or (7) was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena.

## **ARTICLE 4 DESIGN-BUILDER'S RESPONSIBILITIES**

### **4.1 INFORMATION AND SERVICES PROVIDED BY DESIGN-BUILDER**

4.1.1 To the extent the Design-Builder has obtained the information and services identified below from the Owner, the Design-Builder shall provide them to the Architect/Engineer in a timely manner. The Architect/Engineer shall be entitled to rely on such information and services to the same extent as the Design-Builder. However, the Design-Builder does not warrant the accuracy or completeness of such information or services.

4.1.1.1 All available information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, and subsurface and environmental studies, reports, and investigations, all as set forth in the Prime Contract.

4.1.1.2 Inspection and testing services during construction as required by law or as mutually agreed.

4.1.1.3 Unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, and fees and charges required for the construction, use, occupancy, or renovation of permanent structures, including legal and other required services.

4.1.2 The Design-Builder shall be responsible for the preparation of budgets, cost estimates, and schedules.

4.1.3 The Design-Builder shall promptly report to the Architect/Engineer errors, inconsistencies, and omissions it discovers in the Construction Documents; however, nothing in this Paragraph shall relieve the Architect/Engineer of responsibility for its own errors, inconsistencies and omissions.

4.1.4 The Design-Builder shall provide the Architect/Engineer with a list of all consultants and subcontractors retained by the Design-Builder to perform services for the Project.

4.1.5 The Design-Builder will be responsible for estimating the cost of the proposed project and for providing all required bonding. The Design-Builder has applied and will hereafter apply its independent professional judgment and experience in preparing any and all cost proposals provided to the Owner. Conformance to the requirements of the Owner's solicitation is the Design-Builder's independent responsibility.

4.1.5.1 The Design-Builder acknowledges and agrees that the intent of the Architect/Engineer's preliminary documents, which were provided to assist the Design-Builder in its estimating the cost of the proposed project, was to reflect the requirements of the Owner's solicitation and be suitable for the Design-Builder's use in the preparation of its cost proposal in response thereto. The Design-Builder further acknowledges and agrees, however, that said documents were schematic in nature, were not complete, and, therefore, were not suitable for use as the basis for detailed quantity take-offs for cost estimating purposes, nor were they useable for construction of the applicable facilities.

4.2 DESIGN-BUILDER'S REPRESENTATIVE. The Design-Builder's representative is Bill Higbea, for day to day design matters and for contract matters.

## **ARTICLE 5 SCHEDULE**

The Architect/Engineer shall provide the Services required by this Agreement in accordance with the schedules established by the Design-Builder and agreed-to by the Architect/Engineer.

5.1 DELAYS BY ARCHITECT/ENGINEER If the progress or completion of the Project is delayed by reason of any fault, neglect, error or omission of the Architect/Engineer, which violates the applicable standard of care, the Architect/Engineer shall compensate the Design-Builder for and indemnify it against all direct damages which may accrue as a result of such delay, except as otherwise provided in Paragraph 5.3. In addition, the Architect/Engineer shall provide Services at its own cost, including overtime costs required to make up schedule delays plus expenses as are necessary to make up for time lost by the Design-Builder because of such delay. The Design-Builder shall provide prompt (but in no event more than ten days) written notice to the Architect/Engineer of such delay after the Design-Builder first recognizes the delay.

5.2 DELAYS BY DESIGN-BUILDER OR OWNER If the Architect/Engineer is delayed in the performance of its Services by any fault, neglect, error or omission of the Design-Builder or Owner, or by changes ordered by the Owner or Design-Builder that are due to causes beyond the Architect/Engineer's control, or a delay authorized by the Design-Builder pending dispute resolution, then the time allotted in the schedule for the Architect/Engineer's Services shall be extended for the period of such delay or the Design-Builder shall authorize the Architect/Engineer to work overtime to make up such lost time. The Architect/Engineer shall provide prompt (but in no event more than ten days) written notice to the Design-Builder of such delay after the Architect/Engineer first recognizes such delay.

### 5.3 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

5.3.1 To the extent the Prime Contract provides for a mutual waiver of special, incidental, indirect, or consequential damages by the Owner and the Design-Builder, the Design-Builder and the Architect/Engineer 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 cognizable under the Disputes Clause of the Prime Contract. The Design-Builder and the Architect/Engineer further 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 the Design-Builder and the Architect/Engineer that are not cognizable under the Disputes Clause of the Prime Contract. To the extent applicable, this mutual waiver applies to consequential damages due to termination by the Design-Builder or the Owner in accordance with this Agreement or the Prime Contract. The provisions of this Paragraph shall also apply to and survive termination of this Agreement.

5.3.1.1. The provisions of this Paragraph shall also apply to the termination of this Agreement and shall survive such termination. The Architect/Engineer shall require similar waivers in contracts with its consultants retained for the Project in favor of the Architect/Engineer and the Design-Builder. The Design-Builder shall require similar waivers in contracts with its contractors, subcontractors, and suppliers retained by the Project in favor of the Design-Builder and the Architect/Engineer.

## **ARTICLE 6 ARCHITECT/ENGINEER'S COMPENSATION AND PAYMENTS**

### 6.1 COMPENSATION FOR BASIC SERVICES

6.1.1 For Basic Services as described in Paragraph 3.2, the Design-Builder shall compensate the Architect/Engineer on the following basis, including applicable sales taxes (exclude options not applicable):

6.1.1.1 Stipulated Fee. The amount of \$0.00

### 6.2 ADDITIONAL SERVICES

6.2.1 The Architect/Engineer shall be compensated for Additional Services as described in Paragraph 3.3 on the basis of the rate schedule set forth in Exhibit A.

### 6.3 PAYMENTS

6.3.1 The Architect/Engineer shall submit to the Design-Builder for its approval monthly applications for payment for Basic and Additional Services. The Design-Builder shall submit approved applications for payment together with its own to the Owner. Payment shall be made within seven (7) Days of the Design-Builder's receipt of payment from the Owner for the amount approved on the Architect/Engineer's application, which shall be a condition precedent to Design-Builder's obligation to pay Architect Engineer. In the event of nonpayment by the



Owner due to the fault of the Design-Builder (or any of the Design-Builder's other consultants or any other party other than the Architect/Engineer for whom the Design-Builder is legally liable) and not the fault of the Architect/Engineer, the Architect/Engineer shall nevertheless be entitled to payment, but the Architect/Engineer and the Design-Builder hereby expressly agree to delay such payment until the earlier to occur of (1) payment by the Owner of such amounts or (2) seven (7) Days from the date payment from the Owner would otherwise reasonably have been received by the Design-Builder on account of the Architect/Engineer's Services.

6.3.1.1 Upon receipt of payment from the Design-Builder, the Architect/Engineer shall promptly make payment to its consultants and subcontractors as appropriate.

6.3.2 RETENTION. The Design-Builder will not retain any funds from the Architect/Engineer's applications for payment unless the Owner is retaining funds from the Design-Builder's progress payments for the Services, and then only in the same amount or percentage retained from the Design-Builder's progress payments as set forth in the Prime Contract. Unless mutually agreed otherwise between the parties, retainage (if applicable) will be released to the Architect/Engineer within seven (7) Days after the Design-Builder's receipt of such retained amounts from the Owner. In the event of nonpayment by the Owner due to the fault of the Design-Builder (or any of the Design-Builder's other consultants or any other party other than the Architect/Engineer for whom the Design-Builder is legally liable) and not the fault of the Architect/Engineer, the Architect/Engineer shall nevertheless be entitled to payment, but the Architect/Engineer and the Design-Builder hereby expressly agree to delay such payment until the earlier to occur of (1) payment by the Owner of such amounts or (2) seven (7) Days from the date payment from the Owner would otherwise reasonably have been received by the Design-Builder on account of the Architect/Engineer's Services.

6.3.3 Prior to final payment to the Architect/Engineer, the Architect/Engineer shall furnish evidence reasonably satisfactory to the Design-Builder that there are no claims, obligations, or liens outstanding in connection with the services provided by the Architect/Engineer. Acceptance of final payment shall constitute a waiver of all claims by the Architect/Engineer for compensation for the Architect/Engineer's Services performed; save and except those claims, obligations or liens previously noticed to Design-Builder and remaining unsettled at the time of final payment.

6.3.4 NOT USED.

6.3.5 NOT USED.

6.3.6 Expense records of the Architect/Engineer's personnel, consultants, subcontractors, and services shall be maintained in accordance with generally accepted accounting principles and, if in connection with any Services paid on time and material basis, shall be available to the Design-Builder at mutually convenient times.

6.3.7 LATE PAYMENT. Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

## **ARTICLE 7 INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION**

### **7.1 INDEMNITY**

7.1.1 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.

7.1.2 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.

### **7.2 INSURANCE**

7.2.1 Before commencing its Services and as a condition of payment, the Architect/Engineer shall purchase and maintain such insurance as will protect it from the claims arising out of its operations under this Agreement,

whether such operations are by the Architect/Engineer or any of its consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

7.2.2 The Architect/Engineer shall maintain in effect all insurance coverage required under Subparagraph 7.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located.

7.2.2.1 Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the State of California. Employers' Liability coverage must have limits of liability of at least:

- a. Bodily Injury by Accident  
Each Accident \$100,000.00
- b. Bodily Injury by Disease  
Policy Limit \$500,000.00.
- c. Bodily Injury by Disease Each Employee \$100,000.00.

7.2.2.2 Commercial General Liability, including contractual liability insurance against the liability assumed in Subparagraph 7.1.1 (subject to all terms and conditions of said policy)

- a. Each occurrence limit \$1,000,000.00.
- b. General aggregate \$1,000,000.00.
- c. Products/Completed Operations Aggregate \$1,000,000.00.
- d. Personal and Advertising Injury Limit \$1,000,000.00.

7.2.2.3 Business Automobile Liability

- a. Combined single limit \$1,000,000.00.

7.2.3 The Architect/Engineer shall require its consultants and subcontractors to maintain Commercial General Liability and Comprehensive Automobile Liability coverage with insurance companies lawfully authorized or approved to do business in the jurisdiction in which the Project is located.

7.2.4 PROFESSIONAL LIABILITY INSURANCE. The Architect/Engineer and all consultants retained by the Architect/Engineer 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 Architect/Engineer. These requirements shall be continued in effect for three (3) years after the Date of Substantial Completion. The deductible shall be paid by the Architect/Engineer.

7.2.5 The Architect/Engineer shall furnish to the Design-Builder certificates of insurance evidencing the required coverages listed in this Paragraph 7.2. No policy shall be cancelled or non-renewed without ten (10) Days' prior written notice to the Design-Builder.

7.2.6 Except for the insurance specified in paragraph 7.2.4, the Design-Builder shall maintain in effect all insurance coverage required under Paragraph 7.2 to be maintained by the Architect/Engineer with insurance companies lawfully authorized or approved to do business in the jurisdiction in which the Project is located.

7.3 WAIVER OF SUBROGATION. The Design-Builder and Architect/Engineer waive all rights against each other and the Owner, Subcontractors and Sub-subcontractors for loss or damage to the extent covered by property or equipment insurance, except such rights as they may have to the proceeds of such insurance. The Design-Builder shall require similar waivers from its contractors, subcontractors, and suppliers. The Architect/Engineer shall require similar waivers from its consultants and subcontractors.

## **ARTICLE 8 TERMINATION**

8.1 TERMINATION BY EITHER PARTY. Either Party may terminate this Agreement upon seven (7) Days written notice if the other Party materially breaches its terms through no fault of the initiating Party.

8.2 TERMINATION BY DESIGN-BUILDER. This Agreement may be terminated by the Design-Builder upon at least seven (7) Days' written notice in the event that the Prime Contract with the Owner is terminated.

8.3 COMPENSATION. In the event of termination of this Agreement in response to the Owner's termination of the Prime Contract, the Architect/Engineer shall be compensated to the extent that the Owner pays the Design-Builder for the Architect/Engineer's termination expenses.

## **ARTICLE 9 DISPUTE RESOLUTION**

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

9.2 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.

9.3 MEDIATION. If direct discussions pursuant to Paragraph 9.2 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.

9.4 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.

9.4.1 The costs of any binding dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

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

9.5 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 the Design-Builder and Architect/Engineer 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.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

10.1 OWNERSHIP OF TANGIBLE DOCUMENTS. The Owner shall have all ownership rights to tangible documents prepared by the Architect/Engineer and its subconsultants to the full extent provided by the Prime Contract. In addition, the Design-Builder shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Design-Build Documents") prepared, provided or procured by the Architect/Engineer or by consultants retained by the Architect/Engineer and distributed to the Design-Builder for this Project, upon the making of final payment to the Architect/Engineer or in the event of termination under Article 8, upon payment for all sums due to Architect/Engineer pursuant to Paragraphs 8.1 and 8.2.

10.1.1 OWNER'S RIGHTS. It is understood that the Owner shall receive from the Design-Builder the same ownership of rights of the Design-Builder Documents, as the Design-Builder receives from the Architect/Engineer, in accordance with the ownership of documents provision of the Prime Contract.

10.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION. In the event of a termination of this Agreement pursuant to Article 8, the Design-Builder shall have the right to use, to reproduce, and to make derivative works of the Design-Builder Documents to complete the Project, regardless of whether there has been a transfer of copyright under Subparagraph 10.1.1, provided payment has been made pursuant to Paragraph 10.1.

10.1.3 DESIGN-BUILDER'S AND OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT. After completion of the Project, the Design-Builder or Owner may reuse, reproduce, or make derivative works from the Design-Builder Documents solely for the purposes of maintaining, renovating, remodeling, or expanding the Project at the Worksite. Except as may otherwise be provided in the Prime Contract, the Design-Builder's or Owner's use of the Design-Build Documents without the Architect/Engineer's involvement or on other projects is at the Design-Builder's or Owner's sole risk, , and the Design-Builder and Owner shall indemnify and hold

harmless the Architect/Engineer and its consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from such any prohibited use.

10.1.4 ARCHITECT/ENGINEER'S USE OF DOCUMENTS. Where the Architect/Engineer has transferred its copyright interest in the Design-Build Documents under Subparagraph 10.1.1, the Architect/Engineer may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

10.1.5 The Architect/Engineer shall obtain from its consultants rights and rights of use that correspond to the rights given by the Architect/Engineer to the Design-Builder in this Agreement and the Architect/Engineer shall provide evidence that such rights have been secured.

10.1.6 Notwithstanding any other provision of this Paragraph 10.1, the Architect/Engineer does not convey to the Design-Builder nor does the Design-Builder obtain any right to any document or material utilized by the Architect/Engineer that was created or produced separate from this Agreement or was pre-existing material (not already owned by the Design-Builder). To the extent that pre-existing materials are incorporated into the work, the Architect/Engineer grants the Design-Builder an irrevocable, non-exclusive, royalty-free right and/or license to use, execute, and reproduce the pre-existing material, but only as an inseparable part of the work.

10.1.7 In the event the Design-Builder, its employees, permitted assigns, successors, consultants and contractors (hereafter collectively "the Design-Builder"), subsequently reproduces or otherwise uses the Architect/Engineer's Instruments of Service or creates a derivative work based upon the Architect/Engineer's Instruments of Service, the Design-Builder shall, where permitted or required by law, remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Instruments of Service of the identity of the Architect/Engineer, its employees and consultants.

10.1.8 The Architect/Engineer shall have no liability whatsoever for work product that is incomplete and not sealed and signed by duly licensed design professionals employed by the Architect/Engineer or its consultants due to an early termination of this Agreement.

10.2 ELECTRONIC DOCUMENTS. If the Owner requires that the Owner, Architect/Engineer and Contractor exchange documents and data in electronic or digital form, prior to any such exchange, the Owner, Architect/Engineer and Contractor shall agree on a written protocol governing all exchanges, which, at a minimum, shall specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software and services; (4) acceptable formats, transmission methods and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties shall each bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form shall be at the sole risk of the recipient.

10.3 ASSIGNMENT. Neither party to this Agreement may assign, sublet, or transfer any rights or obligations under or interest (including, without limitation, moneys that are due or may become due) in this Agreement, or any claims, causes of action or rights against the other party arising from or under this Agreement; or any proceeds from claims arising from or under this Agreement as security, collateral or the source of payment for any notes or liabilities to any third party; or any control of any claims or causes of action arising from or under this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. This section shall not, however, apply to any subrogation rights of any insurer of either party. The provisions of this paragraph shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between the parties. Notwithstanding the foregoing or any other provision of this Agreement, the Architect/Engineer may assign or otherwise transfer its rights and obligations under this Agreement to any parent, subsidiary, or affiliated company of the Architect/Engineer or to any purchaser of the business of the Architect/Engineer that agrees to assume the obligations of the Architect/Engineer under this Agreement.

10.4 GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California, except with regard to disputes that arise out of the actions or omissions of the Owner, which shall be governed by federal government contract law. The venue for any dispute resolution proceeding shall be Virginia Beach, VA, unless a dispute resolution procedure that includes the Owner is used, in which case federal government contract law shall dictate venue.

10.5 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

10.6 NO WAIVER OF PERFORMANCE. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

10.7 TITLES. The titles given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

10.8 JOINT DRAFTING. The Parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

10.9 RIGHTS AND REMEDIES. The Parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

### **ARTICLE 11 SCHEDULE OF EXHIBITS**

The attached Exhibits are part of this Agreement:

- EXHIBIT A Architect/Engineer Scope of Work
- EXHIBIT B The complete Owner's Request for Proposals No. CONTRACT NUMBER and Design-Builder's Proposal in response thereto, collectively referred to in this Agreement as "the Prime Contract."
- EXHIBIT E: Partial Lien Waiver
- EXHIBIT F: Final Lien Waiver
- EXHIBIT G: Architect/Engineer Information Sheet

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

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Asturian Group, Inc.

**EXHIBIT A  
ARCHITECT/ENGINEERSCOPE 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:**

**B. Inclusions:**

**C. Exclusions:**

**D. General Instructions to Bidders:**

**E. Ammendments:**

**F. Attachments:**

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 G (PAGE 2 OF 2)  
Contractor Information Sheet**

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

**EXHIBIT G - KEY PERSONNEL**

Principal in Charge \_\_\_\_\_

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

Architectural: \_\_\_\_\_

Structural: \_\_\_\_\_

Civil: \_\_\_\_\_

Mechanical: \_\_\_\_\_

Electrical: \_\_\_\_\_

Plumbing: \_\_\_\_\_

Fire Protection: \_\_\_\_\_