



Asturian Group, Inc.  
 760 Lynnhaven Parkway Suite 200  
 Virginia Beach Virginia 23452  
 (757) 452-3100  
[www.asturiangroup.com](http://www.asturiangroup.com)

# Standard Subcontract

19XXSX  
 PROJECT NAME  
 ADDRESS  
 CITY, STATE ZIP

4/22/2019

*This Subcontract is effective on the above date, and must be signed by Subcontractor and returned to Asturian Group Incorporated within fourteen (14) days of Subcontract Date. If executed Subcontract is not received by Asturian Group Incorporated within thirty (30) days of Subcontract Date, it is DEEMED ACCEPTED by the Subcontractor.*

Awarded By:	Asturian Group, Inc. ("Asturian") 760 Lynnhaven Parkway Suite 200 Virginia Beach, Virginia 23452 (757) 452-3100
Awarded To:	("the Subcontractor")
Project:	PROJECT NAME CONTRACT NUMBER ADDRESS CITY, STATE ZIP Asturian # 19XXX
Architect:	Asturian Group, Inc. 760 Lynnhaven Parkway Suite 200 Virginia Beach, Virginia 23452
Owner:	Asturian Group, Inc. 760 Lynnhaven Parkway Suite 200 Virginia Beach, Virginia 23452

Project Title	PROJECT NAME
Asturian Project #	19XXX
Contract #	CONTRACT NUMBER
Subcontractor #	19XXSX
Contract Amount	
Start Date	
Completion Date	
Wage Determination	
Liquidated Damages	
Retainage	
Subcontractor Bond	
Payment Application	<a href="mailto:AP@asturiangroup.com">AP@asturiangroup.com</a>



# STANDARD SUBCONTRACT AGREEMENT

Between

**Asturian Group, Inc.**  
*Contractor*

And

*Subcontractor*

For

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

## SUBCONTRACT AGREEMENT TABLE OF CONTENTS

1. SUBCONTRACT WORK	17. WARRANTIES
2. CONTRACT	18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK
3. SUBCONTRACT DOCUMENTS	19. INSURANCE
4. SUBCONTRACT AMOUNT AND PAYMENT	20. LIABILITY AND INDEMNIFICATION
5. FINAL PAYMENT	21. BONDS
6. SUBCONTRACT COMPLETION DATE	22. LIENS
7. LABOR DISPUTES	23. TERMINATION AND DEFAULT
8. PERMITS AND LICENSES	24. COMPLIANCE WITH THE LAW
9. WORKMANSHIP	25. FACILITY, INSTALLATION AND SECURITY REQUIREMENTS
10. PROPERTY AND PROPRIETARY INFORMATION	26. DAVIS BACON ACT
11. CHANGES	27. WORK RULES, DAILY REPORTS, AND SAFETY
12. NOTICE OF CLAIMS FOR ADDITIONAL COST	28. EQUAL OPPORTUNITY STATEMENT
13. ADJUSTMENTS IN SUBCONTRACT AMOUNT	29. ASSIGNMENTS AND SUBCONTRACTORS
14. CLAIMS AND DISPUTES	30. GENERAL PROVISIONS
15. INCONSISTENCIES, OMISSIONS AND SUBMITTALS	31. FLOWDOWN OF PRIME CONTRACT
16. INSPECTIONS AND TESTING	32. NOTICES

## SCHEDULE OF EXHIBITS

Exhibit A	Subcontractor Scope of Work
Exhibit B	Document List
Exhibit C	Project Policies and Procedures
Exhibit D	Application and Certification for Payment
Exhibit E	Partial Waiver and Release of Lien
Exhibit F	Final Waiver and Release of Liens
Exhibit G	Submittal Form
Exhibit H	Subcontractor Information Sheet
Exhibit I	Second Tier Subcontractors and Suppliers
Exhibit J	
	Standard Insurance Requirements
	Standard Form 1413 Statement and Acknowledgement
	W-9

Asturian Group, Inc. ("Asturian" or "Prime Contractor") and Subcontractor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby agree as follows:

#### 1. SUBCONTRACT WORK

The Subcontractor shall furnish all of the labor, materials, plans, equipment, supplies, services and other items (including but not limited to competent supervision, shop drawings, samples, tools, protection, hoisting and scaffolding) as necessary for the proper performance of the Subcontract Work, as set forth in Exhibit A, attached hereto.

#### 2. CONTRACT

Asturian's contract with the Owner (the "Prime Contract") is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to Asturian under the Subcontract that Asturian assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the Prime Contract shall be construed to express the Asturian/Subcontractor relationship. Time limitations set forth in such provisions will be shortened as necessary to provide Asturian time to meet its obligations. In the event of a conflict between any such provisions and the Subcontract, the terms and conditions of the Subcontract shall govern. The Subcontractor also acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its price for the Subcontract Work, and that it has reviewed the Prime Contract, the Drawings and Specifications and Amendments as enumerated in Exhibit B as they relate to other work which may interface with the Subcontract Work. This Subcontract award is contingent upon receipt of a signed contractual Agreement between the Owner and Asturian. In the event Asturian does not receive a contract from the Owner, then this Subcontract shall become null and void with no obligation on the part of either party.

#### 3. SUBCONTRACT DOCUMENTS

(A) The Subcontract Documents consist of this Subcontract (including Exhibits), the Prime Contract including any general, special and supplementary conditions, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of any of these documents. In the event of a discrepancy among any of the Subcontract Documents, the following shall be the order of precedence, with the document taking precedent listed first: The Subcontract, The Specifications, The Drawings, The Prime Contract together with Addenda and Modifications. However, should the Prime Contract contain an Order of Precedence Clause, such clause shall govern the interpretation of the Prime Contract.

(B) Asturian will provide the Subcontractor with one set of the plans and specifications which may be in electronic form. Additional sets shall be obtained at the Subcontractor's expense.

#### 4. SUBCONTRACT AMOUNT AND PAYMENT

(A) Asturian shall pay the Subcontractor for the Subcontract Work, the "Subcontract Amount."

(B) Asturian shall pay progress payments to Subcontractor on the schedule provided by the Prime Contract, or monthly, at Asturian's sole discretion. Such progress payments shall be made upon receipt of payment from the Owner, out of the amount paid to Asturian on account of Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Payment is subject to offset for any valid claim of Asturian against Subcontractor, relating to or arising from this or any other transaction between the parties. Such progress payments shall reflect percentages retained at the rate set forth on Page 1 of this Subcontract, or otherwise actually retained from payment to Asturian on account of Subcontractor's portion of the Work, at Asturian's sole discretion. Subcontractor shall make payments to its subcontractors in the same manner.

(C) Subcontractor shall submit for approval within FOURTEEN (14) CALENDAR DAYS of issuance of this Subcontract and prior to any payment being made, a Schedule of Values with respective quantities. The referenced Schedule of Values shall allocate the Subcontract Amount among the various portions of the Subcontract Work and be prepared in such form and supported by such data to substantiate its accuracy as Asturian may require.

(D) Asturian's obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Subcontract, and Subcontractor's completion of Subcontract Work. IT IS FURTHER EXPRESSLY AGREED AND INTENDED BY THE PARTIES HERETO THAT PAYMENT BY THE OWNER TO Asturian IS AN ABSOLUTE CONDITION PRECEDENT TO ANY OBLIGATION BY Asturian TO MAKE PAYMENT TO THE SUBCONTRACTOR OF ALL OR ANY PORTION OF THE SUBCONTRACT WORK TO BE PERFORMED BY SUBCONTRACTOR UNDER THE SUBCONTRACT. Asturian reserves the sole discretion to make payment to Subcontractor before it receives payment from the Owner, and such payment shall not constitute a waiver of any provision enumerated in this Subcontract. No progress payments made under this Subcontract shall be conclusive

evidence of the performance of this Subcontract either in whole or in part, and no such payment shall be construed to be an acceptance of defective Subcontract Work or improper materials.

(E) ALL MONTHLY BILLINGS MUST BE SUBMITTED ON THE STANDARD AIA SUBCONTRACTOR APPLICATION AND CERTIFICATION FOR PAYMENT BY THE 25TH DAY OF EACH MONTH. Payment applications received in a timely manner will be paid promptly after receipt by Asturian of payment from the Owner, less any deductions for improperly or untimely performed work or for work performed by Asturian for the Subcontractor's account.

(i) Subcontractor further agrees that prior to payment it must provide Asturian with: (a) an executed Application and Certification for Payment; (b) an executed Partial Waiver and Release of Liens (Exhibit E attached hereto); (c) a Subcontractor Daily Report for each day worked that month; and (d) the WEEKLY certified payrolls for each week of the month and a Statement of Compliance as referenced in paragraph 26 herein.

(ii) All Applications and Certification for Payment shall be submitted electronically to [AP@asturiangroup.com](mailto:AP@asturiangroup.com). Electronic file payment applications shall be named 19XXSXSSSSSS-YYYYMMDD. Example: 19XXSXSSSSSS-2019422. Subcontractor payment requisitions must be uploaded to the Asturian project management software, Procore.

(F) If at any time there shall be evidence of a lien or claim which is chargeable to Subcontractor, or which, if established, might render Asturian or the Owner liable to the claimant, or if Subcontractor shall incur any liability to Asturian, or if Asturian shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, Asturian shall have the right to retain out of any payment due, or to become due under this Subcontract or any other agreement between Asturian and the Subcontractor, an amount sufficient to indemnify Asturian and Owner against such lien or claim, or to fully satisfy such liability, claim or demand. Asturian shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Subcontractor shall refund to Asturian within TEN (10) CALENDAR DAYS of demand all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from Subcontractor.

(G) Subcontractor shall pay for all materials and labor used in connection with the performance of this Subcontract through the period covered by previous payments made by Asturian to Subcontractor and shall furnish satisfactory evidence, when requested by Asturian, to verify compliance with this requirement, including, but not limited to providing Asturian with a list of suppliers and vendors with contact information.

## 5. FINAL PAYMENT

(A) Upon acceptance of the Subcontract Work by Asturian and Owner, and upon the Subcontractor's furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, Asturian shall process the Subcontractor's application for Final Payment. The Subcontractor shall submit to Asturian (i) A Final Waiver and Release of Liens (Exhibit F attached hereto); (ii) Consent of surety to final payment, if required; (iii) Written notification that all Close-out Procedures have been completed, including but not limited to provision of equipment, training, extra material stock, and warranty certificates; (iv) all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Subcontract Work and, (v) Other substantiation and certification as required by Asturian or the Owner.

(B) Acceptance of Final Payment by Subcontractor shall constitute a full waiver and release by Subcontractor of all claims against Asturian or Owner arising out of or relating to the Subcontract, but shall in no way relieve the Subcontractor of liability for the obligation to warrant and guarantee the Subcontract Work, and for faulty or defective work appearing after Final Payment.

## 6. SUBCONTRACT COMPLETION DATE

(A) Subcontractor shall complete all Subcontract Work by the Subcontract Completion Date on Page 1 of this Subcontract. TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SUBCONTRACT. The Subcontractor shall coordinate all Subcontract Work with Asturian to assure timely completion of the Subcontract Work, and so as not to impact timely completion of the Project. Any extensions to the Subcontract Completion Date must be in writing and signed by Asturian. If Asturian is assessed liquidated damages for any failure to timely complete the Subcontract Work, then Asturian shall also assess such liquidated damages to Subcontractor. Should Subcontractor fail or neglect to timely complete all or any part of the Subcontract Work, or so fail to make progress as to endanger performance, or otherwise delay Asturian by reason of Subcontractor's, or any of its subcontractor's or supplier's, failure or neglect at any tier to perform its obligations, such shall be considered a default by Subcontractor.

(B) The Subcontractor shall cooperate with Asturian in planning, scheduling and performing the Subcontract Work hereunder in coordination with Asturian's schedule and the scheduling of other trades and subcontractors on the Project. The Subcontractor shall furnish in good time, sufficient labor, material, plant equipment, supplies, tools and other items, and shall work such hours, including night shifts and overtime, as may be necessary to ensure the prosecution of the Subcontract Work as scheduled.

(C) Subcontractor shall, within FOURTEEN (14) CALENDAR DAYS of issuance of this Subcontract, or issuance of a letter of intent, submit a Subcontract Progress Schedule for the Subcontract Work in a format acceptable to Asturian. This schedule shall include activity descriptions and durations in working days for shop drawings, fabrication, delivery and installation of products, materials and equipment, identify precedent relationships between the Subcontractor's activities and those of other contractors, the dollar value, necessary manpower loadings, and precedent activities from other Contracts. The activities on the schedule must be at a level of detail approved by Asturian and agree with the terminology and building sequencing established by Asturian. Asturian will compile all Subcontractors' schedules and develop a master schedule for the entire Project ("Project Schedule").

(D) Asturian shall periodically update the Project Schedule and display same at the Project job site. The Subcontractor shall be familiar with the Project Schedule and how it will affect or modify its operations, including coordination with the activities of other subcontractors. Minor changes in sequencing, durations and phasing are to be expected with each project update. These changes will be made at no additional cost.

(E) If it is apparent the Subcontractor is unable to perform the Subcontract Work in the sequence indicated or the time allotted, said Subcontractor must notify Asturian within FIVE (5) CALENDAR DAYS after initial delivery of the Project Schedule or any subsequent postings of the Project Schedule at the Project job site. Otherwise, the Project Schedule shall be deemed accepted by all parties and becomes a requirement of the Subcontract.

(F) If the Subcontractor wishes to make a claim for extension of the Subcontract Completion, it shall give Asturian written notice thereof within THREE (3) CALENDAR DAYS after both the occurrence of, and the conclusion of, the event giving rise to such claim for time, or within the time period required by the Prime Contract, whichever is shorter. These notices shall be given by the Subcontractor before proceeding to execute the work necessitating a request for extension of time, except in an emergency endangering life or property. No claim for an extension of the Subcontract Completion Date shall be valid unless so made, and any change in the Subcontract Completion Date resulting from such claim shall not be valid unless authorized by a written Change Order.

(G) If the Subcontract Work is substantially delayed, accelerated, or disrupted without the fault or responsibility of the Subcontractor, then the time for the Subcontract Work shall be revised to the extent authorized by Asturian or the Prime Contract and the Subcontract Completion Date shall be revised accordingly. Asturian shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, acceleration or disruption caused by any person not a party to this Subcontract unless Asturian has first recovered the same on behalf of the Subcontractor from said person. Apart from recovery from said person, the Subcontractor's sole and exclusive remedy for delay, acceleration or disruption shall be an extension in the time for performance of the Subcontract Work.

(H) If, in the opinion of Asturian, the Subcontractor is behind schedule and is so notified by Asturian in writing, said Subcontractor will be required to furnish to Asturian a short interval schedule of its work showing location, number of laborers and crews required to get back on the Project Schedule. If the Subcontractor fails to maintain and meet the short interval schedule submitted to Asturian, Asturian reserves the right to take whatever steps are necessary to bring the work into compliance with the Project Schedule at the Subcontractor's expense. The Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, without additional compensation and shall continue to do so until the progress of the work is, in the opinion of Asturian, in conformance with the Project Schedule.

(I) If, in the opinion of Asturian, the Subcontractor fails to make sufficient progress accomplishing the Subcontract Work in the time required by the Subcontract Documents, Asturian may, after 48 hours from furnishing written notice to the Subcontractor of such failure to timely perform the work, supplement the Subcontractor's work force and charge the cost of additional labor, equipment and materials to the Subcontractor. Should it become necessary for Asturian to employ counsel, or to take legal action to enforce the obligations of the Subcontractor, or should Asturian become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay Asturian's reasonable attorney's fees, in addition to actual costs and damages.

## 7. LABOR DISPUTES

Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Subcontract Work, the Subcontractor shall immediately give notice thereof to Asturian. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute.

## 8. PERMITS AND LICENSES

The Subcontractor shall inform itself in detail of all permits, licensing and tax requirements pertaining to the Subcontract Work. Unless otherwise stated in the Subcontract, the Subcontractor shall secure and pay for all permits and governmental fees, taxes, licenses and inspections necessary for the proper execution and completion of the Subcontract Work.

## 9. WORKMANSHIP

The Subcontractor shall at all times perform the Subcontract Work in a professional and workmanlike manner and in strict conformance with the terms of the Subcontract and the highest industry standards then prevailing for the performance of similar work. The Subcontractor shall employ proper, adequate and experienced supervision and only properly trained and qualified craftsmen, and shall assign work in conformity with established craft classifications at the job site as determined by Asturian. The Subcontractor shall remove from the Project any supervision, craftsman or employee considered unsatisfactory by Asturian. All lower tier subcontractors of the Subcontractor must be approved by Asturian, which approval shall not in any way diminish the responsibility of the Subcontractor to comply with the terms of the Subcontract. The Subcontractor will cooperate and coordinate the Subcontract Work with all other trades and other subcontractors.

## 10. PROPERTY AND PROPRIETARY INFORMATION

(A) Any property furnished by Asturian or Owner shall remain the property of Asturian or the Owner, as applicable, and Subcontractor shall bear the risk of loss of and damage to such property, normal wear and tear excepted. Asturian and the Owner shall have the right to enter Subcontractor's premises at all reasonable times to inspect such property and Subcontractor's records with respect thereto. Said property shall be relinquished back to its owner at the scheduled time, or upon demand.

(B) This Subcontract, as well as all information contained in documents, including drawings, specifications and schedules, received from Asturian in connection with the Subcontract, are confidential and the property of Asturian or the Owner, and such information shall not be transmitted, reproduced, used or disclosed by Subcontractor, except as necessary for the performance of the Subcontract Work, without prior written approval by Asturian.

## 11. CHANGES

(A) Asturian may direct the Subcontractor to perform changes to the Subcontract Work under the same terms and conditions as Asturian may be required to perform such work under the Changes Clause or any other provision of the Prime Contract. If any Change Order causes an increase or decrease in the cost of, or the time required for the Subcontract Work, an equitable adjustment to the Subcontract will be negotiated. Asturian shall not be liable for any damages as a consequence of delay, acceleration or disruption. Subcontractor's exclusive remedy for delay, acceleration and disruption shall be an extension of the Subcontract Completion Date, unless such delay, acceleration or disruption damages are recovered from the Owner or other responsible person not a party to this Subcontract. Any claim by Subcontractor for any adjustment under this clause must be asserted in writing within TEN (10) CALENDAR DAYS of receipt of the Change Order. Nothing herein shall excuse Subcontractor from proceeding diligently with performance of the Subcontract Work, as changed by Asturian.

(B) Subcontractor shall respond in writing to any Request for Proposal within the time set forth in the request, but no later than TEN (10) CALENDAR DAYS from the date of the request. Should the Subcontractor fail to respond within this time period, Asturian may submit an estimate to the Owner (on the Subcontractor's behalf) for the Subcontractor's total cost and time impact related to the proposed change. The extent to which the Subcontractor is entitled to relief for the change shall be no greater than that which the Contractor receives from the Owner on the Subcontractor's behalf.

## 12. NOTICE OF CLAIMS FOR ADDITIONAL COST

If the Subcontractor wishes to make a claim for increase in the Subcontract Amount, it shall ensure that Asturian receives written notice thereof within TEN (10) CALENDAR DAYS after the occurrence of the event giving rise to such claim, or within the time period required by the Prime Contract, whichever is shorter. This written notice shall be given by the Subcontractor before proceeding to execute the work, except in an emergency endangering life or property. In the case of such an emergency, Subcontractor must provide written notice as soon as possible after endangerment passes. No claim for additional costs shall be valid unless so made, and any change in the Subcontract Amount resulting from such claim shall not be valid unless authorized by a written Change Order.

## 13. ADJUSTMENTS IN SUBCONTRACT AMOUNT

(A) If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by Asturian's acceptance of an itemized lump sum; by unit prices agreed to by the parties; by costs determined in a manner acceptable to the parties with a mutually acceptable fixed or percentage fee; or by such other method as may otherwise be provided in the Subcontract Documents.

(B) If the Subcontractor does not respond promptly or disputes the method of adjustment, the method and the adjustment shall be determined by Asturian on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance of ten percent (10%) for overhead and profit. The Subcontractor shall maintain for Asturian's review and approval an appropriately itemized and substantiated account of labor costs (including fringe benefits), costs of materials, supplies and equipment, bond and insurance premiums, permit fees and taxes, and costs of additional supervision and field office personnel necessitated by the change.

#### 14. CLAIMS AND DISPUTES

(A) With respect to any dispute between the Subcontractor and Asturian for which the Owner is or may be liable, in whole or in part, the Subcontractor will prepare its claim and will present it to Asturian for submission to the Owner within a time sufficient for Asturian to submit it to the Owner as required by the Prime Contract. Asturian will cooperate with the Subcontractor in presenting such claim to the Owner and will pay to Subcontractor (subject to any applicable set-off) any amounts recovered for Subcontractor on such claim. The Subcontractor agrees that it will bear all costs, including attorney's fees, necessary to pursue such a claim against the Owner, and that this remedy shall be the Subcontractor's sole and exclusive remedy in lieu of any claim directly against Asturian or its bonding company regardless of the outcome of the claim. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued shall be waived.

(B) The Subcontractor agrees that all other disputes not included in subparagraph (A) above, shall be litigated in a court of competent jurisdiction in Virginia Beach, Virginia, unless otherwise required by the Prime Contract. The parties hereby expressly consent to the jurisdiction and venue of said courts.

(C) At the sole discretion of Asturian, claims included in subparagraphs (A) or (B) above, may be arbitrated or decided by some other means of alternative dispute resolution. If Asturian determines that resolution of any dispute between the Subcontractor and Asturian shall be made in such a manner, litigation pursuant to subparagraph (B) above shall not be permitted. Further, Subcontractor agrees to participate in any arbitration or other form of alternative dispute resolution between Asturian and the Owner that in any way arises out of or relates to the Subcontract Work. If arbitration is the forum chosen by Asturian in its sole discretion, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. Venue for all arbitration proceedings shall be in Virginia Beach, VA.

(D) The parties agree that a decision by the Owner's architect or engineer shall not be a condition precedent to litigation under subparagraph (B) or alternative dispute resolution under subparagraph (C) above. Subcontractor shall proceed diligently with the Subcontract Work pending resolution of any dispute. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued shall be waived.

(E) Asturian shall be entitled to an award of attorney's fees with respect to any issue upon which it is the prevailing party in any litigation or arbitration related in any way to the Project in which Subcontractor is an opposing party.

#### 15. INCONSISTENCIES, OMISSIONS AND SUBMITTALS

(A) Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Subcontractor to notify Asturian in writing within THREE (3) WORKING DAYS of the discovery by the Subcontractor. Upon receipt of such notice, Asturian shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with Asturian's instructions.

(B) The Subcontractor shall ensure that its shop drawings, samples and other submittals strictly conform to the Subcontract Documents. Subcontractor shall provide ALL submittals, including, but not limited to product samples and shop drawings, to Asturian within FOURTEEN (14) CALENDAR DAYS OF RECEIPT OF THIS SUBCONTRACT, or such earlier time required by Asturian to meet the Project Schedule. Submittals shall be provided in the quantity required by Asturian. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from Asturian authorizing such deviation, substitution or change.

(C) Immediately upon award of the Subcontract, Subcontractor shall furnish to Asturian in writing the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design)

proposed for each principal portion of the Subcontract Work. Such submission shall be on the List of Second-Tier Subcontractors and Suppliers form attached hereto as Exhibit I and the Subcontractor Information Sheet form attached hereto as Exhibit H. Asturian will reply to the Subcontractor in writing stating whether it has reasonable objection to any such proposed person or entity. Subcontractor shall not contract with a proposed person or entity to which Asturian has made reasonable and timely objection. If Asturian has reasonable objection to a person or entity proposed by the Subcontractor, the Subcontractor shall propose another to whom Asturian has no reasonable objection.

(D) Prior to the commencement of the Subcontract Work, Subcontractor shall examine the existing conditions of the jobsite, including, but not limited to adjacent in-place work. If Subcontractor concludes that existing jobsite conditions are unacceptable or will hinder Subcontractor's ability to perform the Subcontract Work, it must immediately notify Asturian in writing of the examination. If notice is not properly made, Subcontractor waives any and all claims it may have arising out of or related to existing jobsite conditions.

#### 16. INSPECTIONS AND TESTING

The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work at appropriate times so as not to delay the progress of the Subcontract Work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by Asturian and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to Asturian.

#### 17. WARRANTIES

The Subcontractor shall give the warranties called for in the Prime Contract for the time periods designated therein. In addition, Subcontractor warrants that all Subcontract Work shall: (a) be free from faults and defects in workmanship and materials, (b) be new and of specified commercial quality, (c) be suitable for the purpose intended, (d) be of merchantable quality, (e) if of Subcontractor's design, meet all performance requirements and be free from defects in design; and (f) conform to the requirements of the Subcontract. Subcontract Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All warranties shall run for the time required by the Prime Contract or ONE (1) YEAR from the final acceptance of the completed Project by the Owner, whichever is longer. All guarantees and warranties, expressed or implied, shall inure to the benefit of Asturian. Any extended warranty in excess of one year shall be for the direct benefit of the Owner. Furthermore, Asturian shall not be deemed to have accepted any Subcontract Work until the Owner has finally accepted it. Asturian may at any time during the warranty period require the Subcontractor to remedy by repair, correction, or replacement, without cost to Asturian, any of the Subcontract Work that fails to comply with the Subcontract, including the foregoing warranties, regardless of the cause. Subcontractor shall also repair, correct or replace any other work that is damaged or otherwise affected by Subcontractor's defective, faulty or non-conforming work, and shall be liable for any consequential damages caused thereby. Notwithstanding anything to the contrary herein, Manufacturers' disclaimers and limitations on warranties do not relieve Subcontractor of obligations under the Subcontract Documents or authorities having jurisdiction.

#### 18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK

The Subcontractor shall be liable to Asturian for any damages, actual or liquidated, which Asturian may sustain as a result of failure or delay by the Subcontractor in the performance of the Subcontract Work as scheduled. If any Subcontract Work proves defective or deficient, such defects or deficiencies shall, as required by Asturian, be corrected and repaired by the Subcontractor at the Subcontractor's expense to the satisfaction of Asturian. If the Subcontractor's correction or repair of Subcontract Work destroys or damages completed or partially completed work of the Owner, Asturian or any other contractor or subcontractor, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction. If, after 48 hours from receipt of written notice to correct defective or deficient work, the Subcontractor fails to proceed promptly with any such repairs or corrections as directed by Asturian, or Asturian determines that the Subcontractor has failed to demonstrate that the Subcontractor is capable of making satisfactory repairs or corrections, such repairs and corrections may be accomplished by Asturian at the Subcontractor's expense. Should it become necessary for Asturian to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should Asturian become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay Asturian reasonable attorney's fees in addition to actual costs and damages.

#### 19. INSURANCE

(A) The Subcontractor agrees that it will carry, at its sole expense, insurance in accordance with the Standard Insurance Requirements set forth in Exhibit J attached hereto, as well as any and all insurance coverages required



by the Prime Contract or applicable law if not specifically delineated. Regardless of the statutory or regulatory ability of an owner, partner, or employee to opt out of the workers' compensation coverage, all persons performing work under the Subcontract, whether at the Project site or not, shall be covered by workers' compensation insurance coverage within the minimum limits set forth in Exhibit J.

(B) Prior to the commencement of the Subcontract Work, the Subcontractor shall furnish Asturian original certificates, in a form acceptable to Asturian, of the required insurance, and upon request by Asturian an actual copy of the policy or policies with all endorsements. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Owner or Asturian in such insurance shall not be effective for such period as may be prescribed by the laws of the place in which the Project is performed, and in no event less than THIRTY (30) CALENDAR DAYS after written notice thereof to Asturian.

(C) The Subcontractor shall provide waivers of subrogation in accordance with the insurance requirements set forth in Exhibit J.

(D) The Subcontractor agrees to insert the substance of this paragraph, including Exhibit J, in all subcontracts and purchase orders it enters into for performance of the Subcontract Work.

(E) Asturian shall have the right at its sole discretion, but not the obligation, to purchase such insurance as required by this clause, and to withhold payment to the Subcontractor or otherwise obtain payment from the Subcontractor for such sums necessary to purchase the insurance.

## 20. LIABILITY AND INDEMNIFICATION

(A) Subcontractor shall to the fullest extent permitted by law indemnify, defend and hold harmless Asturian, its officers, agents, employees, and indemnities from and against any and all claims, notices, orders, losses, suits, damages (including consequential or punitive damages) legal and otherwise, and liabilities incurred by or asserted against Asturian which in any way arise out of or are related to (1) defective Subcontract Work, (2) Subcontract Work which does not conform to the Subcontract requirements, (3) any inaccuracy of information or violation of any certification provided by Subcontractor, (4) Subcontractor's failure to comply with the Subcontract, or (5) any death, personal injury, damage or loss to property occasioned wholly or in part by any act or omission of Subcontractor, its agents, employees, or subcontractors, arising out of or related to the Subcontract Work. The obligations of Subcontractor under this provision shall apply to all matters except those solely caused by or resulting from the negligence or the malicious acts or malicious omissions of Contractor. Subcontractor shall promptly advise Contractor in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Subcontractor, at Subcontractor's expense, shall assume on behalf of Contractor and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Contractor; provided, further, that if the defendants in any such action include both Contractor and Subcontractor and Contractor shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Subcontractor, Contractor shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Subcontractor's expense. In the event of a failure by Subcontractor to fully perform in accordance with this indemnification paragraph, Contractor, at its option and without relieving Subcontractor of its obligations hereunder, may so perform, but all costs and expenses so incurred by Contractor in that event shall be reimbursed by Subcontractor to Contractor, together with interest on the same from the date any such expense was paid by Contractor until reimbursed by Subcontractor, at the rate of eighteen percent (18%) per annum. SUBCONTRACTOR AGREES THAT TEN DOLLARS OF THE SUBCONTRACT AMOUNT IS PAID IN CONSIDERATION OF THIS INDEMNITY PROVISION.

(B) The Subcontractor shall be solely responsible for all materials, equipment and work until Asturian and the Owner finally accept the Project.

## 21. BONDS

If indicated on Page 1 of this Subcontract Agreement, the Subcontractor agrees that it shall provide a Performance Bond equal to one hundred percent (100%) of the Subcontract Amount and a Labor and Material Payment Bond equal to one hundred percent (100%) percent of the Subcontract Amount, in favor of Asturian, on standard industry-accepted bond forms as security for faithful performance of the work and payment of all labor and material used in the prosecution of the Subcontract Work. The surety on such bonds shall be duly authorized to do business in the location where the Project is located and shall be subject to approval by Asturian.

## 22. LIENS

Subcontractor shall defend, indemnify and hold harmless Contractor and Owner from the operation and effect of any lien or encumbrance arising out of or relating to the performance of this Subcontract and shall turn

over the Subcontract Work to the Contractor free of all such liens or encumbrances. If any such lien or encumbrance is claimed, Subcontractor shall forthwith discharge same; provided however, if such lien or encumbrance be contested in good faith by Subcontractor, Subcontractor shall notify Contractor, and Contractor shall have the right upon 48 hours' notice to require that Subcontractor furnish a suitable bond, escrow or other reasonable assurance of payment in the event of an adverse court decision.

### 23. TERMINATION AND DEFAULT

(A) This Subcontract may be terminated by Asturian, in whole or in part, (1) whenever Subcontractor defaults in its performance of the Subcontract, in any manner, and fails to remedy such default within 48 hours after receipt by Subcontractor of a notice specifying the default, or (2) whenever for any reason Asturian determines that such termination is for its convenience. Any termination shall be effective by delivering by email, U.S. mail or hand-delivery to Subcontractor a Notice of Termination, and Subcontractor shall comply with all reasonable requirements set forth in such notice.

(B) If as a result of a default by Subcontractor, Asturian shall incur damages, or become obligated to pay damages or shall otherwise incur additional expenses, including costs of delay, acceleration or disruption, Subcontractor agrees to pay to Asturian as actual damages, and not as a penalty, all damages (including liquidated damages) or expenses (including but not limited to, reasonable attorney's fees) so incurred by Asturian plus interest. In the event of default by Subcontractor, Asturian has the right to take possession of all materials, appliances, fixtures, plant equipment, tools, construction equipment and machinery at the Project site for the purpose of facilitating completion of the Subcontract Work. Contractor may employ any other person or persons (including Contractor's employees) to finish the Subcontract Work, and to provide the materials therefore; and in case of such discontinuance of the employment of the Subcontractor, the Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Project is wholly finished and accepted by the Owner.

(C) If Asturian effects a termination on the basis of a default by Subcontractor, and it is thereafter determined that Subcontractor was not in default, such termination shall then be deemed to have been effected for the convenience of Asturian, and the extent of Asturian's liability shall be governed by subparagraph D, below.

(D) If the Subcontract is terminated for convenience, Subcontractor shall only be entitled to receive as payment the difference between an amount equal to the proportion of the Subcontract Amount, representing the percent of the Subcontract Work completed by Subcontractor and finally accepted, and the total of all amounts previously paid to Subcontractor, or in the event of a termination initiated by the Owner, the amount due the Subcontractor as determined by the Owner. Contractor's receipt of payment from the Owner shall be a condition precedent to Contractor's obligation to pay Subcontractor. In no event will Subcontractor be entitled to lost profits or consequential damages. Upon receipt of notice of termination for convenience, Subcontractor shall: 1) immediately cease operations as directed by Contractor in the notice; 2) take actions necessary, or that Contractor may direct, for the protection and preservation of the Subcontract Work and the Project in general; and 3) except for Subcontract Work directed to be performed prior to the effective date of termination, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders.

### 24. COMPLIANCE WITH LAW

(A) Subcontractor shall comply with all federal, state and local laws, regulations, ordinances, orders, notices, actions, policies or common laws, including but not limited to, those concerning the proper handling, transportation, treatment, removal or storage of hazardous wastes, (29 U.S.C. §§201-219), the Occupational Safety and Health Act of 1970 ("OSHA"), the Buy American Act (41 U.S.C.§10) and Executive Order 10582, December 17, 1954, all as amended, and including any regulations or standards issued thereunder.

(B) If this Subcontract arises under or relates to a government contract, grant or other government funding, Subcontractor certifies that it is eligible to receive such contracts, grants or funds from that government entity and that neither it nor its principals or employees have been convicted of any acts which would render Subcontractor or any of its principals or employees ineligible for receipt of a contract, grant or funds from such government entity; and Subcontractor shall execute Federal Government Form SF 1413 or other applicable government forms if requested.

### 25. FACILITY, INSTALLATION AND SECURITY REQUIREMENTS

Subcontractor shall comply with all procedures specific to the Facility or Installation where the Project is located. It is the Subcontractor's responsibility to ensure that its employees and/or second-tier subcontractors and suppliers plan for and timely satisfy any and all badging and/or facility access requirements for the Project location. In the event the Subcontractor is unable to timely provide adequate labor, material, equipment, tools or other items due to its failure, or the failure of its second-tier subcontractors and suppliers, to comply with badging and/or facility

access requirements, then Asturian may take any and all actions necessary to prosecute the Subcontract Work as set forth in paragraphs 6 and 23.

## 26. DAVIS BACON ACT

Subcontractor acknowledges compliance with the Davis Bacon Act.

CFR Citation: 29 CFR 1.6(b); 29 CFR 3.3(b); 29 CFR 5.5(a) (3)

Legal Authority: 40 USC 3141 et seq. Davis-Bacon Act

Subcontractor acknowledges this Project falls under the Davis Bacon Act. Accordingly, all jobsite workers of Subcontractor and their lower-tier suppliers and subcontractors are subject to the minimum wage standards imposed by the Department of Labor. The General Decision(s) applicable to this project are:

Wage Determination (General Decision):

Subcontractor shall submit WEEKLY certified payrolls and a Statement of Compliance along with their MONTHLY Applications and Certification for Payment (Exhibit D). Two (2) copies of the Subcontractor's Certified Payroll and "No Work Performed" Payroll for this Project need to be submitted on a weekly basis.

Subcontractor shall use the enclosed standard Department of Labor forms:

- Statement of Compliance (Must be completed and returned to Asturian before Subcontract Work begins)
- Request for Additional Classification and Rate, Standard Form 1444 (Must be completed and returned to Asturian before Subcontract Work begins if classification for your company's trade is not found on the Wage Determination.)
- Wage Determination

## 27. WORK RULES, DAILY REPORTS, AND SAFETY

(A) Subcontractor shall comply with all Asturian Project Policies and Procedures as set forth in Exhibit C attached hereto. The Subcontractor shall at all times keep the work site free from accumulation of waste materials or rubbish caused by Subcontractor. Upon completion of the Subcontract Work, the Subcontractor shall remove from and about the work site all of its rubbish, surplus materials, tools, equipment, scaffolding, and other items, and shall leave the site in a clean and orderly condition satisfactory to Asturian and the Owner. Should the Subcontractor fail to comply with any or all of the requirements hereunder, upon 24 hours' notice, Asturian will perform the necessary clean up at the sole expense of the Subcontractor.

(B) The Subcontractor shall complete, in a timely manner, a Subcontractor Daily Reports form.

(C) Subcontractor shall take all reasonable safety precautions with respect to the performance of the Subcontract Work, shall comply with all safety regulations initiated by Asturian or the Owner, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. The Subcontractor shall hold Asturian harmless for any violation by the Subcontractor's workers, employees, agents or lower tier subcontractors of any law or regulation, and shall reimburse Asturian for any fines, damages, or expenses of any kind incurred by reason of the Subcontractor's failure or the failure of its lower tier subcontractors to comply with such law or regulation.

## 28. EQUAL OPPORTUNITY STATEMENT

(A) The Subcontractor 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 Subcontractor 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 Subcontractor 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 Subcontractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Subcontractor, 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 Subcontractor 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 Subcontractor'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 Subcontractor 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 Subcontractor 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 Subcontractor's noncompliance with the nondiscrimination clauses of the Subcontract or with any of such rules, regulations, or orders, the Subcontract may be cancelled, terminated or suspended in whole or in part and the Subcontractor 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.

## 29. ASSIGNMENTS AND SUBCONTRACTORS

Neither this Subcontract, nor any rights hereunder, shall be assignable or otherwise transferable by Subcontractor without the prior written consent of Asturian. Any assignment or transfer without such written consent is void. Subcontractor shall not subcontract all or any portion of the Subcontract Work without the prior written consent of Asturian. Such written consent shall not in any way diminish the responsibility of Subcontractor to comply with this Subcontract. Furthermore, Subcontractor shall include the terms of the Subcontract, including government regulations and clauses, into any sub-subcontract or purchase order. In the event of the default or termination of the Subcontractor by Asturian, Subcontractor agrees that Asturian shall have the right but not the obligation to an assignment of subcontracts and purchase orders related to the Subcontract Work of Subcontractor, and Subcontractor shall make such assignments at the request of Asturian.

## 30. GENERAL PROVISIONS

(A) All headings are for convenience and shall not affect the interpretation of the Subcontract; (B) In the event that any provision of the Subcontract conflicts with law or regulation, such conflict shall not affect other provisions of this Subcontract which can be given effect without the conflicting provision; (C) The failure of Asturian to insist on performance of any provision of the Subcontract shall not be construed as a waiver of that provision in any later instance; (D) This Subcontract contains the entire agreement between the parties hereto, and may not be changed, altered, modified, limited or extended, unless such agreement be expressed in writing and signed by the parties; (E) The person executing this Subcontract on behalf of Subcontractor warrants his or her authority to bind Subcontractor to the Subcontract, and Subcontractor shall provide evidence of such authority upon request by Asturian; (F) The remedies of Subcontractor herein are cumulative and are in addition to any other remedies provided by law; (G) This Subcontract shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law rules.

## 31. FLOWDOWN OF PRIME CONTRACT

(A) If the Project is for the federal government, then this Subcontract is subject to certain clauses as set forth in the FAR and/or other applicable government regulations (collectively, the "FAR Clauses"), which are hereby incorporated by reference to the extent that the Prime Contract incorporates such FAR Clauses by reference, statement in the text or otherwise; provided, however, such incorporated FAR Clauses shall, as between the Prime Contractor and the Subcontractor, be subject to any revisions set forth herein. The Subcontractor hereby represents and warrants that it has reviewed the Prime Contract and all documents incorporated therein, and shall fulfill all obligations of the Prime Contractor set forth in such incorporated FAR Clauses as obligations of the Subcontractor hereunder. As appropriate, the language of such incorporated FAR Clauses shall be construed to express the Prime Contractor/Subcontractor relationship rather than the Government/Prime Contractor relationship

indicated in the incorporated FAR Clauses. If any of the incorporated FAR Clauses are revised by the Customer after the date set forth in the incorporated FAR Clause, or if the Customer shall hereafter require the Prime Contractor to flow down any incorporated FAR Clauses not herein incorporated, then this Subcontract shall be deemed modified to incorporate all such changes or clauses and the Subcontractor shall comply with any all obligations resulting therefrom to the same extent as the Prime Contractor's obligations to the Customer are changed or established under the Prime Contract. In the event of any conflict between one of the incorporated FAR Clauses and the text of this Subcontract, the text of the Subcontract shall govern.

(B) The specific FAR Clauses listed below (the "Mandatory Clauses") are incorporated herein by this specific reference, giving effect to any provisions thereof relating to applicability of such Mandatory Clauses to subcontracts (or requiring modifications thereof in their application to subcontracts). The enumeration of the Mandatory Clauses herein shall not lessen or impair the binding effect of the other incorporated FAR Clauses upon the Subcontractor. The Subcontractor hereby agrees (1) to comply with all requirements which the Prime Contractor is required to flow down to the Subcontractor through the Mandatory Clauses; (2) that the identification of the Mandatory Clauses listed below shall be deemed to incorporate the substance of each such Mandatory Clause into this Subcontract to the fullest extent that such Mandatory Clause requires; and (3) that the Subcontractor hereby waives any claim, argument or right that such Mandatory Clauses be restated in the text of this Subcontract. The Mandatory Clauses are as follows:

FAR 52.204-13	Contractor Code of Business Ethics and Conduct
FAR 52,203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act
FAR 52.219-8	Utilization of Small Business Concerns
FAR 52.222-21	Prohibition of Segregated Facilities
FAR 52.222-26	Equal Opportunity
FAR 52.222-35	Equal Opportunity for Veterans
FAR 52.222-36	Affirmative Action for Workers with Disabilities
FAR 52.222-37	Employment Reports on Veterans
FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act
FAR 52.222-50	Combat Trafficking in Persons
FAR 52.222-55	Establishing Minimum Wage for Contractors
FAR 52.225-26	Contractors Performing Private Security Functions Outside the U.S.
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors
FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
FAR 52.203-7	Anti-Kickback Procedures
FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions
FAR 52.215-2	Audit and Records- Negotiation
FAR 52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
FAR 52.215-12	Subcontractor Certified Cost or Pricing Data

### 32. NOTICES

All notices to Asturian shall be sufficient if in writing and (A) personally delivered to a corporate officer (B) sent by certified mail, return receipt requested and postage prepaid to Asturian at 760 Lynnhaven Parkway, Suite 200, Virginia Beach, VA 23452, or (C) sent via electronic mail to Drew Quiroz at [drew@asturiangroup.com](mailto:drew@asturiangroup.com), receipt acknowledged and return receipt required.

Wherefore, the parties have placed their hands and seals.

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

**Asturian Group, Inc.**

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

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

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

SAMPLE

**Subcontractor Scope of Work  
Exhibit A**

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

---

**Subcontractor shall perform all work as outlined in this Subcontract Agreement in strict accordance with the contract 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 Drawings, Documents, Specifications, Project Solicitation, References, Project Schedule, Amendments and as directed by Asturian. Subcontractor shall provide all Materials, Tools, Equipment, Labor, Supervision, Reports, Studies, Tests, Quality Control, Permits, Taxes, Freight, Licensing, Engineering, and Insurance to Provide and Coordinate and Ensure the Fabrication and Delivery and Installation and Performance, in full, of the **FEATURE OF WORK** portions of the project in accordance with *CONTRACT NUMBER for DELIVERY METHOD, CONTRACT TITLE* located at INSTALLATION, CITY, STATE. Subcontracted Scope of Work shall include, but not limited to, the following Specification Sections and References:

**SPECIFICATION SECTIONS AND DIVISIONS:**

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

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

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

The **CONTRACT DOCUMENTS** include the following:

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

**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 work to be constructed and installed by the subcontractor is described, but not necessarily limited to, the following:
  1. **Job Specific Item**
2. Asturian utilizes Procore which is a web-based project management software. Subcontractor is required to utilize the software for all project specific communication including, email, submittals, RFI's, Pay Applications, Proposals, and other document downloads and distributions. There is no cost to the Subcontractor associated with the use of Procore. However, Subcontractor shall be responsible to pay for and maintain the required internet access for the duration of the project.
3. All RFI'S, submittals, or correspondence shall go through Asturian. Direct contact by the Subcontractor to the Architect, Engineer, or Owner is not allowed without prior authorization by Asturian.

4. The Asturian Project Manager and Corporate Officers are the only persons authorized to approve and direct additional work and other changes to this subcontract.
5. Provide completion of punch list work within (5) days from Substantial Completion. Work in occupied space will be performed at the approval of the Owner.
6. Subcontractor/Vendor shall be responsible for all equipment storage, on site and/or off site, which may be required because of the construction schedule and/or Asturian changes to the construction schedule.
7. Subcontractor shall be available and diligently perform the work of this Subcontract as it becomes available.
8. Subcontractor/ Vendor's bid price shall anticipate and include multiple deliveries and/or mobilizations at no additional cost to Owner or Asturian.
9. Provide copy of order, confirmation, and projected delivery dates for all materials to be used on this project with a lead time greater than (30) days.
10. Provide written notification of any required release dates for materials, rough openings, or submittal approval if required for timely delivery of any portion of this scope of work. This notification is to be provided within (10) days of Notice to Proceed with this Subcontract Agreement. Failure to provide this notification will result in all costs for delay being assessed to you for late delivery of this project.
11. Phasing as required by Asturian and contract documents.
12. Dewatering as required for the performance of work included in this Subcontract Agreement performed in a manner to not affect contemporaneous or subsequent activities.
13. Secure work areas during inclement weather. Tie down all items that may become airborne and do not leave ditches, trenches, etc. open and exposed to the effects of weather. Backfill prior to inclement weather.

**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. Attachments:**



**Documents List  
Exhibit B**

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

---

- A. Owner/Contractor Agreement: *between* Asturian Group, Inc. *and*
- B. General Contractor's Instruction to Bidders:
- C. Amendments:
- D. Specifications:
- E. Drawings:

SAMPLE

**Project Policies and Procedures  
Exhibit C**

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

1. Subcontractor shall submit for approval by the Architect and/or Owner at least As Required copies of product data, As Required copies of shop drawings (including one reproducible) and As Required samples as required by the contract documents. Subcontractor shall thoroughly review all such submittals and stamp them to certify that the proposed work conforms to the requirements of contract documents. Subcontractor shall provide with each submittal a completed cover sheet. The quantity of submittals listed above allows for the return of one (1) set to the Subcontractor. If additional return copies of submittals are desired, the original number of submittals should be increased commensurately. Submittals must be submitted in the time frame outlined in the project specifications, but in no case later than Fourteen (14) days from the date of this Subcontract Agreement.

2. Subcontractor Project Manager and Superintendent must attend all weekly jobsite Subcontractor Meetings and Monthly Progress Meetings. Failure to attend these meetings may result in withholding of progress payments.

3. A Subcontractor Daily Report form must be submitted in writing to Asturian Group, Inc.'s Project Superintendent NO LATER THAN 9:00 A.M. THE FOLLOWING DAY. Subcontractor must submit a complete report for each day worked on the Project site in order to receive a progress payment for that month.

4. Subcontractor's work shall be performed utilizing a five-day work week, Monday through Friday, except as may be otherwise required by the Subcontract Documents or adjusted by Asturian Group, Inc. Subcontractor shall not utilize a four-day workweek. Subcontractor shall work Saturdays following "adverse weather days," when its forces could not perform a full day's work due to inclement weather.

5. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. The use of foul language, lewd or lascivious comments and/or any form of harassment directed toward any personnel on this project or towards any person in the surrounding areas is STRICTLY PROHIBITED. Asturian Group, Inc. will strictly enforce this NO TOLERANCE policy and reserves the right to remove violators from the jobsite.

6. Eating, drinking, tobacco smoking and chewing may be prohibited in certain areas designated by the Owner or Asturian Group, Inc. Prohibitions of these activities shall be at Asturian Group, Inc.'s sole discretion and may be imposed at any time without prior notice.

7. All personnel on site will be required to wear hardhats, reflective vest, safety shoes, and safety glasses at all times. Ensure that all subcontractor, material and equipment supplier employees, while on site, employ this safety regulation.

8. Subcontractor is responsible for cleanup of existing streets and repairing damage to existing property caused by the Subcontractor.

9. Subcontractor shall provide all traffic control necessary when its work impedes pedestrian and vehicular traffic both inside and outside the jobsite boundaries. Further, Subcontractor shall obtain any permits required by the local municipality to work in public streets and right-of-ways.

10. Subcontractor signs shall not be posted without the written approval of Asturian Group, Inc.

11. Subcontractor shall dispose of all debris generated from the performance of this subcontract on a daily basis, including all lunch and coffee break waste, in order to maintain a safe, clean, neat, and orderly jobsite. If after a 24 hour written notice, in the opinion of the Owner, Architect, or Asturian Group, Inc., proper housekeeping is not maintained, clean-up will be performed by Asturian Group, Inc. at the Subcontractor's expense. Subcontractor may deposit all light trash generated from the performance of this contract in the dumpster provided by Asturian Group, Inc., and will dispose of heavy, bulky trash such as form waste, concrete, dunnage, drywall, masonry and equipment packing debris off-site, unless otherwise specified in Exhibit A.

12. There is no on-site parking available. Worker parking is provided by the Owner at a remote location on property nearby. Subcontractor is responsible for transportation from remote parking to the jobsite.

13. All material and equipment shall be delivered to the site as needed, when needed. All deliveries must be scheduled with Asturian Group, Inc.'s superintendent at least 48 hours in advance. Deliveries may be required during off-hours. Subcontractor shall provide all labor necessary to handle and redistribute any materials it delivers to the site before it is required for installation, until such time as they have been installed.

14. Subcontractor's superintendent and sub-subcontractor's superintendent shall be equipped with a cell phone at all times enabling constant communication with Asturian Group, Inc.

15. The mechanical subcontractor shall prepare ductwork fabrication drawings for review and coordination with the architect and other design consultants, the electrical, plumbing, sprinkler and other relative subcontractors. Drawings shall be in sufficient detail

to show overall ductwork dimensions, clearances, and relative locations of work in allotted spaces. Ductwork routing and sectional elevations shall be provided for congested areas. The mechanical subcontractor will disseminate the ductwork drawings and will direct and expedite review by the various trades. Each trade shall indicate where conflicts or clearance problems exist for their work and subsequently seek resolution from the Architect/Engineer via Asturian Group, Inc. Final coordinated drawings shall be produced by the mechanical subcontractor, who shall obtain approval for any changes to duct or pipe sizes and significant changes in routing. Electrical, sprinkler, and other relative subcontractors are required to participate in and cooperate fully with the coordination process.

16. Electrical subcontractor shall furnish, install, maintain, and remove temporary lighting for the entire construction area in accordance with current OSHA and VOSHA requirements, whichever is more stringent. Subcontractors performing finish work shall be responsible for providing any additional light required to perform their work in accordance with the contract documents.

17. Electrical service for construction activity will be provided throughout the building either through the existing building electrical system or a temporary electrical system. Receptacles shall be placed at locations where the greatest distance to an available power source is approximately one hundred fifty feet (150'). All electrical tools and extension cords shall be plugged into a ground-fault-interrupting device provided by the Subcontractor prior to plugging into the electrical system. Electricity for welding machines is not available. Subcontractors shall be responsible for providing their own special power sources, which are above and beyond those described above.

18. Throughout the performance of its work, Subcontractor shall be responsible for providing Asturian Group, Inc. with accurate, as-built information relating to Subcontractor's own work. Asturian Group, Inc. shall maintain (with input from subcontractors) the architectural, structural, and civil drawings (and specifications) at the jobsite. The electrical, plumbing and mechanical documents shall be maintained by those subcontractors who are respectively responsible for those portions of the work. The Subcontractor shall submit as-built drawings, operation and maintenance manuals, attic stock and all other contract closeout requirements at least four (4) weeks prior to substantial completion.

19. To minimize conflicts and interference with the Owner's on-going operations, certain requirements, limits, and restrictions will be enforced. The issues of concern include parking, access, entrances, vertical transportation, utility tie-ins, sanitary and food service facilities, storage, deliveries, and behavior. Cooperation with the Owner and Asturian Group, Inc. on these issues is mandatory. Asturian Group, Inc.'s superintendent will be the coordinator for the Subcontractor in all these matters.

20. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR-1926.59, Vendor must submit a "Material Safety Data Sheet" for any product(s) which will be delivered to the jobsite or used on the jobsite. The MSDS must be received by Asturian Group, Inc. prior to the delivery of the product(s) to the jobsite. Further, the Vendor shall strictly comply and require the same strict compliance by its employees, subcontractors and suppliers with all federal, state, and local laws, rules, ordinances and/or regulations governing the acquisition, possession, storage and disposal of hazardous materials of any nature utilized, produced or that are a by-product of the performance of this Agreement, and shall hold Asturian Group, Inc. and the Owner harmless from any and all associated costs and claims related to their use.

21. Asturian Group, Inc. shall establish principal axis lines of the building and benchmarks. The Subcontractor shall be responsible for all layout required to complete their work. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

22. In the event that the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to exercise proper care in receiving, handling, storing and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to Asturian Group, Inc. in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install nonconforming items without further instructions from Asturian Group, Inc. Loss or damage due to acts or omissions of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

23. E-Verify: Per FAR 52.222-54, Employment Eligibility Verification (OCT 2015)

(a) *Definitions:* As used in this clause—

*Commercially available off-the-shelf (COTS) item—*

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c) (2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

*Employee assigned to the contract* means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

*Subcontract* means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

*United States*, as defined in 8 U.S.C. 1101(a) (38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.* (A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or (B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)—12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (d) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for*—(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

ALL SUBCONTRACTORS WITH CONTRACTS VALUED OVER \$3,500.00 MUST PROVIDE PROOF TO ASTURIAN GROUP, INC. OF THEIR ENROLLMENT IN THE E-VERIFY PROGRAM.

"AS PROOF OF ENROLLMENT, THE SUBCONTRACTOR SHOULD PROVIDE THE PRIME CONTRACTOR A COPY OF ITS MAINTAIN COMPANY PAGE IN E-VERIFY, WHICH CAN BE PRINTED DIRECTLY FROM E-VERIFY. THIS PAGE CONTAINS PROOF OF YOUR ENROLLMENT IN E-VERIFY."

NOTE: ASTURIAN GROUP, INC. WILL NOT BE RESPONSIBLE FOR VERIFYING ANY SUBCONTRACTORS' INDIVIDUAL EMPLOYEES.

24. Subcontractor acknowledges compliance with Copeland Anti-Kickback Acts per the following:

25. Per FAR 52.203-14:

DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

SAMPLE

**PARTIAL WAIVER AND RELEASE OF LIENS**

**Exhibit E**

**Project Title: PROJECT NAME**  
**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 NAME  
**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:

SAMPLE



**Exhibit H  
SUBCONTRACTOR Information Sheet**

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

Company Legal Name:	
Federal Tax ID#:	E-verify Company ID:
<b>Office Mailing Address:</b>	
City, State, and Zip Code:	
<b>Office Physical Address:</b>	
City, State, and Zip Code:	
<b>Remittance Address (if different from mailing address):</b>	
City, State, and Zip Code:	
Principal in Charge:	Email:
Phone Number:	Fax Number:
Website Address:	License #:
<b>Company Status- Indicate if certified as any of the following and attach a copy of certificate</b>	
<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:
<b>Project Contacts:</b>	
<b>Project Manager:</b>	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:
<b>Project Foreman/Superintendent:</b>	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:
<b>Safety Contact:</b>	
Email:	
Office Phone:	Fax:
Cell Phone:	Other:

**List of Second-Tier Subcontractors/Suppliers  
Exhibit I**

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

Company Name:		E-verify Company ID:	
Federal Tax ID#:		Point of Contact:	
Website:		Email:	
Supplier or Subcontractor (Circle One)		Service(s):	
Mailing address:			
City, State, and Zip Code:			
Phone Number:		Fax Number:	
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		

Company Name:		E-verify Company ID:	
Federal Tax ID#:		Point of Contact:	
Website:		Email:	
Supplier or Subcontractor (Circle One)		Service(s):	
Mailing address:			
City, State, and Zip Code:			
Phone Number:		Fax Number:	
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		

Company Name:		E-verify Company ID:	
Federal Tax ID#:		Point of Contact:	
Website:		Email:	
Supplier or Subcontractor (Circle One)		Service(s):	
Mailing address:			
City, State, and Zip Code:			
Phone Number:		Fax Number:	
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		

Use additional sheets as required.

**EXHIBIT J**  
**Asturian Group, Inc. Standard Insurance Requirements**

**Project Title:** PROJECT NAME  
**Prime Contract #:** CONTRACT NUMBER  
**Asturian Project #:** PROJECT NAME

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

**1. Commercial General Liability**

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

**2. Commercial Automotive Liability**

Combined Single Limit - \$1,000,000

**3. Workers' Compensation and Employer's Liabilities**

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

**4. Umbrella**

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

**5. Pollution Coverage**

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

**6. Professional Liability Insurance**

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

**7. Waiver of Subrogation**

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

**8. Certificate and Endorsement**

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

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

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

SAMPLE

**STATEMENT AND ACKNOWLEDGMENT**OMB No.: **9000-0014**

Expiration Date: 12/31/2014

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

**PART I - STATEMENT OF PRIME CONTRACTOR**

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

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

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

a. NAME OF AWARDFIRM  
Asturian Group, Inc.

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

26 00 01 ELECTRICAL

8. PROJECT  PROJECT NAME		9. LOCATION ADDRESS  CITY, STATE ZIP	
--------------------------------	--	---	--

10a. NAME OF PERSON SIGNING Andrew D. Quiroz		11. BY (Signature)		12. DATE SIGNED	
10b. TITLE OF PERSON SIGNING  President					

**PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR**

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

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

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

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

A		C	
B		D	

15a. NAME OF PERSON SIGNING

15. BY (*Signature*)

16. DATE SIGNED

15b. TITLE OF PERSON SIGNING

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

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

SAMPLE

