

# EXHIBIT "1" - STANDARD INSTRUCTIONS PACKAGE

## GENERAL INFORMATION FOR CONTRACTS

- 1) PROJECT NAME / LOCATION KBE PROJECT #

Job Name B98-000-00  
Job Street Address  
Job City, Job State 00000

This project is tax exempt  No  Yes, copy of tax exempt certification to follow.

- 2) MAIN OFFICE (CONNECTICUT) FIELD OFFICE

KBE Building Corporation  
76 Batterson Park Road  
Farmington, CT 06032

KBE Building Corporation Field Trailer  
(Insert Super's Street Mailing Address)  
Job City, Job State 00000

PH (860) 284-7110 FX (860) 284-1174

PH (000) 000-0000 FX (000) 000-0000

Attention:

Project Manager	<u>Insert Name</u>
Superintendent	<u>Insert Name</u>
Project Engineer	<u>Insert Name</u>
Project Accountant	<u>Insert Name</u>

- 3) CORRESPONDENCE: ALL correspondence pertaining to this contract is to be forwarded to our main office. Correspondence includes, but is not limited to: all shop drawings/submittals requisitions, change order requests, etc. Please make certain that ALL correspondence has the above listed KBE Project Number, Name and Location on it.
- 4) PERMITS: Mechanical and electrical subs must send a copy of their required permit to the main office as soon as it is obtained.
- 5) JOB MEETINGS: Job meetings will be held weekly, on-site, at a time to be designated in the near future. You are required to attend unless previously arranged with KBE's Superintendent. The person representing your firm must have the authority to make major decisions such as financial and scheduling.

## ADMINISTRATION & FIELD REQUIREMENTS FOR CONTRACTS

- 1) You are required to submit the following items immediately. Please take note that no payments will be made to you without these items being on file (refer to the "Payment Requirements" attachment).
  - A) CERTIFICATE OF INSURANCE: (Sample attached) If certificates are not submitted exactly as per the attached "Sample" (i.e. - with specific limits, additional insureds, etc.) they will be rejected. We accept faxed certificates only if they are from an agent. If your agent faxes your certificate to us, they must follow up with the original. Insurance must be carried by all subcontractors for the entire duration of the project, so renew as necessary.
  - B) W-9 REQUEST FOR TAXPAYER ID #: (Form attached) If not already on file, this ID # is required from all Subcontractors.
  - C) AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY: (2 page Form attached) This form needs to be submitted prior to your start of work. It is only required to be submitted once.

WORKER ELIGIBILITY & EMPLOYMENT VERIFICATION PROGRAM

    - ⇒ KBE Building Corporation is implementing a Photo I.D. Badge Program on site to insure verification of the U.S. Work Eligibility of Subcontractor's employees, not independent contractors. The enclosed letter from KBE dated March 09, 2017 explains the program and its process.
    - ⇒ When arriving on site, each of your employees will be asked to show a government-issued picture i.d. to receive their badge and asked to complete a "Subcontractor Employee Certification Form" (one page form attached).
  - D) PAYMENT & PERFORMANCE BONDS: (Forms attached) KBE's project manager will inform you if you are required to provide payment and performance bonds for this project. If payment and performance bonds are required from a subcontractor, the enclosed forms are to be used to issue your bonds to KBE and are to be submitted promptly along with a Consent of Surety, upon receipt and acceptance of your contract.
- 2) CONTACT SHEET: (Form enclosed)

This form contains information regarding your company, which will assist KBE in contacting the appropriate subcontractor personnel as needed. Please complete this form in its entirety and return it with your executed contract.
- 3) CHANGE ORDER REQUEST FORM (2 pages - form enclosed)

Subcontractors will be required to submit change order requests using the enclosed form. An Excel version of the form will be emailed upon request.
- 4) SAFETY MEETINGS: (Form attached) In accordance with OSHA guidelines, KBE requires that you hold weekly safety meetings with your personnel. You must submit minutes of these weekly safety meetings (using the "KBE Subcontractor's Weekly Safety Report") to KBE's Superintendent on a weekly basis.
- 5) CLOSEOUT DOCUMENTS: You will be required to submit originals of all items requested at the time we notify you, USING THE DATE OF WARRANTY SET FORTH BY THE OWNER. Each Subcontractor will receive a specific letter outlining their exact requirements (i.e. - Warranties, O & M Data, Catalog Cuts, As-Builts, etc.) Take note that all warranties must be ORIGINAL documents, executed by an Owner/Officer of your firm and individually notarized. ANY MATERIAL REQUIRING AN O & M MUST HAVE O&M SUBMITTED PRIOR TO INVOICING FOR SAID MATERIAL.

## ADMINISTRATION & FIELD REQUIREMENTS FOR CONTRACTS (Cont.)

- 6) **AFFIRMATIVE ACTION:** “Pursuant to 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(1): **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**” Please refer to the attached Notice to Subcontractors (Outreach & Recruitment) from KBE’s V.P. of Human Resources & AA/EEO Officer.
- 7) **CERTIFIED PAYROLLS:** (Forms attached) This is a Prevailing Wage Project. Please follow the guidelines listed below for processing Certified Payrolls. The Prevailing Wage Rate Schedule ([12 pages](#)) is attached.
- A) Certified payrolls must be filled out (front and back) for each week, and forwarded on a weekly basis.
  - B) If no work was performed during any given week, then you must submit a Certified Payroll Report stating that “NO WORK WAS PERFORMED FOR THIS WEEK”.
  - C) Sole Proprietors and Partnerships must also submit Certified Payrolls for this project following these same guidelines.
  - D) If you have hired lower tier subs, they are required to meet these same requirements and forward their payrolls with yours.
  - E) This project requires submission of the following payroll forms:
    - Form WWS-CP1, Payroll Certification for Public Works Projects (Connecticut Weekly Report)
    - Form WWS-CP2, Continuation Sheet of Connecticut Weekly Report (only if needed)
    - Fringe Benefits Explanation (P), Certified Statement of Compliance (attach to WWS-CP1 and 2 and submit weekly)
    - Contractors Wage Certification Form (Submission required only once, but PRIOR to beginning of work.)

# "SAMPLE" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVES OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONS IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Agent or Broker Name Address	CONTACT NAME: PHONE (A/C, No, Ext): <span style="float: right;">FAX (A/C, No):</span> E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
<b>INSURED</b>  SUBCONTRACTOR'S full name and address as it appears on the policies below  <i>NOTE: Insureds name must be the exact name the Subcontract Agreement is issued to</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;"><i>NOTE: Insurance carrier(s) rating must be A- (VII) or better as rated by A.M.BEST</i></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		<i>NOTE: Insurance carrier(s) rating must be A- (VII) or better as rated by A.M.BEST</i>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
<i>NOTE: Insurance carrier(s) rating must be A- (VII) or better as rated by A.M.BEST</i>															

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	GL00000	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO RENTED PREMISED (Ea occurrence) \$ 50,000 MED EXP ( Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AU00000	00/00/0000	00/00/0000	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<b>EXCESS/ UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	X	X	EX00000	00/00/0000	00/00/0000	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>  <i>NOTE: Out-of-state subs must show that W/C coverage applies in state where work is being performed.</i>		X	WC00000	00/00/0000	00/00/0000	<input checked="" type="checkbox"/> WC STATUTORY <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE- POLICY LIMIT \$ 500,000
	<b>OTHER</b>						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES  
Job Name - Job City, Job State (B98-000-00)  
 ADDITIONAL INSURED(S) via attached Endorsement/Form CG 2010(11/85) or the equivalent: KBE Building Corporation and NAME OF OWNER(S) with respect to all liability policies. Waiver of subrogation in favor of all additional insureds applies to all liability policies inclusive of Worker's Compensation via attached endorsement. This insurance is primary and non-contributing for all additional insureds.

**CERTIFICATE HOLDER**

**CANCELLATION**

KBE BUILDING CORP. 76 Batterson Park Road Farmington, CT 06032	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY

Project: Job Name - Job City, Job State B98-000-00  
(the "Project")

Under penalty of perjury, the undersigned does solemnly, swear, depose and say:

1. I am over eighteen years of age and understand the meaning of the oath.
2. My title and employer ("Employer") are fully and accurately set forth below under my signature.
3. I have full knowledge and authority to speak on behalf of the Employer regarding the matters in this Affidavit.
4. The Employer has entered into an agreement (the "Subcontract Agreement") with KBE Building Corporation ("General Contractor") to perform work or services in connection with the Project.
5. The Subcontract Agreement requires the Employer to comply with all applicable federal, state and local employment laws, rules and regulations, including the Immigration Reform and Control Act ("IRCA"), with respect to hiring employees and payment of wages and benefits.
6. I understand that the IRCA and its amendments seek to control illegal immigration. I also understand that the IRCA and its amendments make it illegal for an employer either directly or indirectly to hire a person who is not authorized to work in the United States.
7. I understand that the IRCA requires employees to show proof of their eligibility to work and requires employees and employers, including Employer, to complete an Employment Eligibility Verification Form (I-9). I also understand that employers are required to verify the employment eligibility of each employee and carefully review the documents submitted by the employee.
8. The Employer has completed I-9 forms for all of Employer's employees. Each I-9 has been reviewed and verified by the Employer's appropriate human resources personnel and each I-9 has been retained by the Employer. The review, verification and retention of the I-9s comply with the rules and regulations of the U.S. Department of Homeland Security ("Homeland Security").
9. The Employer will only assign employees to the Project on behalf of Employer whose work eligibility has been fully verified and documented with a valid I-9 that complies with the rules and regulations of Homeland Security, and Employer will not assign any other employee or person to perform work on the Project.
10. The Employer has not hired, and will not hire, any individual independent contractors on the Project other than legitimate sub-subcontractor business entities disclosed in writing to, and approved by, General Contractor. Employer confirms that any such sub-subcontractors shall meet the Internal Revenue Service standards for independent contractors, and Employer, upon request, will obtain confirmation of compliance by a professional Certified Public Accountant.
11. Employer shall ensure that any sub-subcontractors retained by Employer on the Project shall be equally in compliance with the requirements set forth in this Affidavit, and shall provide all evidence and paperwork reasonably requested by General Contractor to substantiate compliance by Subcontractor and its Sub-Subcontractors with these requirements set forth in this affidavit.

AFFIDAVIT AND CERTIFICATION OF WORKER ELIGIBILITY (Continued)

12. Employer agrees to defend, indemnify and hold harmless General Contractor and the Project Owner from and against any and all claims, losses, liabilities or damages, including reasonable attorney fees, relating to or arising from Employer's actual or alleged failure to comply with the requirements set forth in this Affidavit.

13. This Affidavit shall amend the Subcontract Agreement and become an enforceable part thereof.

Sworn to be true to the best of my knowledge and belief, subject to the penalties of false statement.

[Job Name - Job City, Job State \(B98-000-00\)](#)

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*Subcontractor Company Name*

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*Authorized Signature*

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*Printed Name and Title*

**SUBCONTRACTOR EMPLOYEE CERTIFICATION FORM**

Project Name: Job Name / Location Project Number: Job #

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

I, \_\_\_\_\_ confirm that I am employed by \_\_\_\_\_  
Print Name Print Employer's Name

That I am (check one):  an employee  an independent contractor

and

I am paid through (check one):  a company or payroll service check  cash  other (please specify) \_\_\_\_\_.

Signed:

\_\_\_\_\_  
Employee



General Contractor/Construction Manager:  
Representative \_\_\_\_\_ & \_\_\_\_\_  
Print Name Sign

Bond No: \_\_\_\_\_

**SUBCONTRACT LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

as principal (the “Subcontractor”), and

SURETY \_\_\_\_\_  
\_\_\_\_\_

as Surety (the “Surety”), are held and firmly bound unto

KBE BUILDING CORPORATION as Obligee (the “Obligee”) in the sum of \_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS (the “Subcontract Price”), for the payment of which the Subcontractor and Surety bind themselves, their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly to the obligations of this Labor and Material Payment Bond (“Payment Bond”).

WHEREAS, Subcontractor has by written agreement dated \_\_\_\_\_ entered into a subcontract (the “Subcontract”) with Obligee for the performance of certain work (“Subcontract Work”) for a construction project known as \_\_\_\_\_ (the “Project”).

NOW THEREFORE, Surety and Subcontractor agree to be bound as follows:

1. If Subcontractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect.



2. A "Claimant" is defined as one supplying labor, material, or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Subcontract. Although possessing the right to file a lien or statutory bond claim is not required to meet the definition of Claimant under this Payment Bond, Claimant is further defined as anyone possessing a right to file a lien or statutory bond claim on the Project arising out of the Subcontract Work.

3. No change, extension of time, alteration, addition, deletion, amendment or other modification of the terms of either the said Subcontract or the Prime Contract between Obligee and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans shall in any way negatively affect the obligations due under this Bond; and the Surety does hereby waive notice of any such changes, extensions of time, alternations, additions, deletions, amendments, and other modifications. In the event of any change that increases the contract price set forth in the Subcontract, the penal sum of this Bond shall increase in the amount of such change without obtaining surety's consent, up to a maximum increase of ten percent (10%) of the original amount of this Bond.

4. The Subcontractor and Surety hereby jointly and severally agree that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this Payment Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment or any costs or expenses of or related to any such suit.

5. No suit or action shall be commenced hereunder by any Claimant:

- a. After the expiration of twenty-five (25) months from the date on which final payment becomes due to the Claimant.
- b. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere, unless provided otherwise in the Subcontract, which Subcontract terms shall control in the event of conflict or inconsistency.

6. The amount of this Payment Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Payment Bond to be duly executed and acknowledged as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name/Title)

\_\_\_\_\_, Surety  
(Name of Surety)

(Corporate Seal)

ATTEST:

By \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Name)

Bond No: \_\_\_\_\_

SUBCONTRACT PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS; that

SUBCONTRACTOR \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

as principal (the "Subcontractor" or "Principal") and \_\_\_\_\_  
as surety (the "Surety"), are held and firmly bound unto KBE BUILDING  
CORPORATION as obligee (the "Obligee") in the penal sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS (the "Subcontract Price"), for the payment of which  
the Subcontractor and Surety bind themselves, and their respective heirs, administrators,  
executors, successors and assigns, jointly and severally, firmly to the obligations of this  
Subcontractor Performance Bond ("Bond").

WHEREAS, Subcontractor has by written agreement dated \_\_\_\_\_ entered  
into a subcontract with Obligee for the performance of certain work (the "Subcontract"),  
which Subcontract is by reference hereby incorporated into and made an integral part  
hereof, at the project known as \_\_\_\_\_  
(the "Project").

NOW THEREFORE, the condition of this Bond is that if Subcontractor shall promptly  
and faithfully perform the terms and conditions of said Subcontract, then the obligations  
of this Bond shall be null and void; otherwise the obligations shall remain in full force  
and effect, and at all times subject to the following conditions:

1. Whenever Subcontractor shall be declared to be in default by Obligee and  
Subcontractor's rights under the Subcontract terminated, the Surety shall promptly  
respond as follows:
  - a. Complete the Subcontract Work in accordance with the Subcontract terms  
and conditions; or
  - b. Obtain bids or offers from contractors acceptable to Obligee for  
completing the Subcontract in accordance with its terms and conditions,  
and upon determination by Obligee and the Surety jointly of the lowest  
responsible bidder or offeror, arrange for a subcontract between such  
completion contractor and the Obligee, and arrange for new performance

and payment bonds for such completion contractor from a surety acceptable to the Oblige. Upon acceptance of the completion contractor by the Oblige, the Surety shall pay to the Oblige the difference between the cost to complete the Subcontract work and the balance of the Subcontract Price, including the cost of obtaining new performance and payments bond; or

- c. Tender to Oblige the penal sum of the Bond; or
  - d. Having made an independent investigation of the facts and circumstances of the alleged default, deny its liability in whole or in part and notify and explain to the Oblige in writing the reasons why the Surety believes it does not have liability for the default.
2. Upon the issuance of written notice by Surety to Oblige of Surety's commitment to remedy the default through one of the options set forth in Subparagraph 1(a), 1(b) or 1(c);
- a. Subject to Oblige's rights under the Subcontract, Oblige shall make the balance of the Subcontract Price available as the Subcontract work progresses;
  - b. The term "balance of the Subcontract Price" as used herein means the amount of the Subcontract Price, including any written amendments issued thereto prior to the declaration of default, less the amount paid by Oblige to Subcontractor in accordance with the terms of the Subcontract; less any back charges authorized by the Subcontract, and less any other amounts for which Surety is liable under this Bond.
  - c. The Surety shall be liable for:
    - i. The responsibilities of the Subcontractor for correction of defective work and completion of the Subcontract Work in accordance with the Subcontract. Surety shall pay Oblige for the costs incurred by the Oblige in correcting or performing Subcontractor's Work, or arranging for such correction of Subcontractor's performance, after the Oblige's declaration of default and prior to Surety remedying the default.
    - ii. The responsibilities of the Subcontractor for additional legal and design professional costs resulting or arising from the Subcontractor's default, or resulting or arising from the actions or failure to act of the Surety under Paragraph 2 herein.
    - iii. The responsibilities of the Subcontractor for liquidated damages, or if no liquidated damages are specified in the Subcontract, actual damages caused by the delayed performance or non-performance of the Subcontractor.

3. Surety agrees to pay Obligee its reasonable attorney's fees, expenses and costs in the event that suit on this Bond is commenced and successfully prosecuted by Obligee, and any such amounts shall be in addition to, not a part of, the penal sum of this Bond.

4. No change, extension of time, alteration, addition, deletion, amendment or other modification of the terms of either the said Subcontract or the Prime Contract between Obligee and the Project Owner, or both, or in the said work to be performed, or in the specifications, or in the plans shall in any way negatively affect the obligations due under this Bond; and the Surety does hereby waive notice of any such changes, extensions of time, alternations, additions, deletions, amendments, and other modifications. In the event of any change that increases the contract price set forth in the Subcontract, the penal sum of this Bond shall increase in the amount of such change without obtaining surety's consent, up to a maximum increase of ten percent (10%) of the original amount of this Bond.

5. No right of action shall accrue on this Bond to or for the use of any person or corporation other than Obligee or its heirs, executors, administrators, assigns or successors.

IN WITNESS WHEREOF, the Subcontractor and Surety have hereunto caused this Bond to be duly executed and acknowledged as set forth below this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Corporate Seal)

\_\_\_\_\_  
(Name of Subcontractor)

ATTEST:

By \_\_\_\_\_  
(Officer)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name/Title)

(Corporate Seal)

\_\_\_\_\_, Surety  
(Name of Surety)

ATTEST:

By \_\_\_\_\_  
(Attorney-in-fact)

\_\_\_\_\_  
(Name)



(Please return this completed sheet with contract)

CONTACT SHEET FOR: JOB NAME / Job City, Job State B98-000-00

COMPANY NAME \_\_\_\_\_  
(Use complete legal name. Must match exactly on all docs including but not limited to, contract or purchase order, insurance, lien waivers, etc. This will also be the name used to remit payment to.)

MAILING ADDRESS (To be used for contract documentation, submittals, etc.)  
Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

REMITTANCE ADDRESS (If different than above)  
Street/P.O. Box \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

PROJECT MANAGER (Or main contact)  
Name: \_\_\_\_\_  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Cell \_\_\_\_\_  
Emergency/ Night \_\_\_\_\_

SAFETY CONTACT (If other than Foreman)  
Name \_\_\_\_\_  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_  
Cell \_\_\_\_\_  
Emergency/ Night \_\_\_\_\_

ON SITE FOREMAN  
Name \_\_\_\_\_  
Cell \_\_\_\_\_  
Emergency/ Night \_\_\_\_\_

INSURANCE/ADMINISTRATIVE  
Name \_\_\_\_\_  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

ACCOUNTING  
Name \_\_\_\_\_  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

CERTIFIED PAYROLLS  
Name \_\_\_\_\_  
Phone \_\_\_\_\_ Ext. \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

Are you interested in electronic billing?        Yes        No

Has Subcontractor watched the tutorials on KBE's website (<https://portal.kbebuilding.com/>) regarding KBE's Badging Program, Electronic Document Signature Processes and Accounting Paperwork Training?        Yes        No



## Subcontractor Change Order Request Form

Date:

Project Name:

Project Number:

Subcontractor Name:      Company Name Here

#1	Reason For Change Order Request:	
	Drawing Revisions	<input type="text"/>
	Field Directive	<input type="text"/>
	RFI	<input type="text"/>
	SK	<input type="text"/>

#2	Description of Additional Work Requested:

#3	Labor Breakdown	Manhours	Hourly Rate	Total
1			0.00	0.00
2		0	0.00	0.00
3		0	0.00	0.00
4		0	0.00	0.00
5		0	0.00	0.00
6		0	0.00	0.00
7		0	0.00	0.00
8		0	0.00	0.00
9		0	0.00	0.00
				0.00

#4	Material Breakdown	Quantity	Cost	Total
1		0	0.00	0.00
2		0	0.00	0.00
3		0	0.00	0.00
4		0	0.00	0.00
5		0	0.00	0.00
6		0	0.00	0.00
7		0	0.00	0.00
8		0	0.00	0.00
9		0	0.00	0.00
				0.00

#5	Equipment Breakdown	Hours	Cost	Total
1		0	0.00	0.00
2		0	0.00	0.00
3		0	0.00	0.00
4		0	0.00	0.00
5		0	0.00	0.00
6		0	0.00	0.00
7		0	0.00	0.00
8		0	0.00	0.00
9		0	0.00	0.00
				0.00

**Backup Material Required:**

- 1 Supply House Proposals showing Material
- 2 Paid Receipts for Materials
- 3 Rental Agreements for Equipment
- 4 All Sub Tier Pricing and Proposals

Labor Breakdown Cost	\$0.00
Material Breakdown Cost	\$0.00
Equipment Breakdown Cost	\$0.00
Tax (if applicable)	\$0.00
OH&P (___%)	\$0.00
<b>Requested Total</b>	<b>\$0.00</b>



This form is to be completed by each Subcontractor and turned into KBE Project Superintendent on a weekly basis.

KBE BUILDING CORPORATION  
SUBCONTRACTORS' WEEKLY SAFETY REPORT

PROJECT NAME: Job Name - Job City, Job State DATE: \_\_\_\_\_

PROJECT # B98-000-00 SUBCONTRACTOR: \_\_\_\_\_

A safety meeting was held to support safe work conditions for all personnel on the above referenced job site.

1. Equipment (listed below) was checked and found to be in proper working condition.

_____ Extension Cords	_____ Power Tools	_____ Fall Protection Equipment
_____ Hand Tools	_____ Drop Lights	_____ Bakers
_____ Ladders	_____ Scaffolding	_____ Miscellaneous/Others

Tag all defective equipment immediately and notify the job foreman of any needed repairs.

2. Safety Meeting Topic:

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3. Person Conducting Meeting: \_\_\_\_\_

4. Those in attendance:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Distribution: KBE Safety Officer  
KBE Main Office File  
Field File

## Notice to Subcontractors (Outreach & Recruitment)

KBE Building Corporation is a federal contractor obliged to take affirmative action to employ women, minorities, individuals with disabilities, and protected veterans. KBE is also required to inform those with whom it conducts business that they, too, may have such obligations.

You should know that, by operation of the law, as well as by this notification, the Equal Employment Opportunity Clause required under Executive Order 11246, (41 CFR 60-1.4), the affirmative action commitment for protected veterans set forth in [41 CFR 60-300.44(f)(1)(ii)], the affirmative action requirements for individuals with disabilities set forth in Section 503 of The Rehabilitation Act of 1973 [41 CFR 60-741.44(f)(1)(ii)], and the related regulations of Secretary of Labor, (41 CFR Chapter 60), are incorporated in all of our contractual relationships with you and others.

This notification does not necessarily mean that your business has any or all of the affirmative action obligations referenced above. This will depend on a number of factors, including the dollar amount of our transaction(s) and the size of your workforce. This provides that if the laws' judicial requirements are met, you will abide by any and all of your affirmative action responsibilities. The government agency required that we maintain this type of documentation to show that KBE Building is in compliance with the law itself.

Thank you for your cooperation. If you have any questions, please call.

Sincerely,



Andrea Comstock-Tague  
VP, HR & AA/EEO Officer  
860-284-7651

## PAYMENT INSTRUCTIONS FOR CONTRACTS

- 1) GENERAL REQUIREMENTS: In order for your requisition/invoice to be processed, you will need to follow the instructions below and submit your requisition/invoice using the proper method and/or forms indicated. Notwithstanding these instructions, the provisions of your Subcontract govern. General criteria herein apply to the processing of any requisition/invoice.
  - A) If your Subcontract is for \$100,000 or more: You must process your requisition through GCPay.com (Automated Subcontract Management for the Construction Industry). No invoice you attempt to submit will be considered received unless it is properly received by GC Pay.com. Please refer to the enclosed GC Pay Memorandum regarding access to, and processing of your requisition. Your requisition line items are required to be set up in accordance with a Schedule of Values that has been pre-approved by your Project Manager.
  - B) If your Subcontract is under \$100,000: Submit your requisition/invoice direct to your A/P Project Accountant, either electronically or by original document (no faxes). Coordinate the appropriate line item break-out of your subcontract value with your Project Manager, and please make certain that the project name and number, as well as your contract number, are on your requisition.
  - C) Unless your Project Manager informs you otherwise, or your subcontract indicates otherwise, all requisitions must be received in our main office no later than the 20<sup>th</sup> of each month for work performed through the 20<sup>th</sup> of the month. Do not project your billing through the end of the month.
  - D) Subcontractor must meet all state and local sales tax requirements as required by your Subcontract. The statement "All Applicable Taxes are Included" must be noted on your requisition/invoice.
  - E) Unless you obtain prior approval, you cannot bill for materials stored offsite. Contact the Project Manager for approval and the required forms.
  - F) All submittals and Operation and Maintenance Manuals for materials being invoiced must be received prior to invoice approval and payment.
  
- 2) PARTIAL PAYMENT REQUIREMENTS: (For EACH requisition submitted)
  - A) Signed and fully executed contract (this should already be on file).
  - B) Current insurance certificate (this should already be on file).
  - C) W-9 Request For Taxpayer ID # (this should already be on file).
  - D) Affidavit and Certification of Worker Eligibility (this should already be on file).
  - E) Payment requests must be submitted in an AIA format, including a line item breakout as referenced above, and also identifying the following.
    - 1) Original Contract Amount    2) Change Orders    3) Total Completed And Stored To Date
    - 4) Previous Billings            5) Current Billing        6) Retainage

## PAYMENT INSTRUCTIONS FOR CONTRACTS (cont.)

### 2) PARTIAL PAYMENT REQUIREMENTS (cont.)

- F) “Periodic Release And Waiver of Claims”, signed and notarized from you (form attached).
- G) If your Subcontract is for \$100,000 or more, submit a “Subcontractor’s Sub/Sub And Material Supplier Disclosure Affidavit”, updated with each requisition (blank form attached – 2 pgs.)
  - 1) Submit a signed and notarized “Sub-Subcontractor/Supplier Periodic Release And Waiver of Claims” from each Subcontractor and/or each Supplier that you list on the Affidavit with a contract value of \$15,000 or more (form attached). Please be advised that the Project Manager may request additional Sub/Sub and/or supplier waivers as they deem necessary.

### 3) FINAL PAYMENT REQUIREMENTS:

- A) Final and/or separate requisition to request retainage, using AIA or similar format.
- B) FINAL Lien Waivers, signed and notarized as below:
  - 1) “Final Release And Waiver of Claims” from you (form attached).
  - 2) If your Subcontract is for \$100,000 or more, submit a “Sub-Subcontractor/Supplier Final Release And Waiver of Claims”, from each of your Subs and/or Suppliers listed on your Sub-Sub/Supplier Disclosure Affidavit with a contract value of \$15,000 or more (form attached). Please be advised that the Project Manager may request additional Sub/Sub and/or supplier waivers as they deem necessary.
- C) Closeout documents as outlined in Item #3 of the “Administration & Field Requirements” section of this package.

## GC PAY MEMORANDUM

During this project subcontractors of KBE Building Corporation will be using GCPay.com to process invoices and related items.

We will notify you by email to register in GCPay.com, and following your registration you will have access to the project information. If you already are registered in GCPay.com, we will notify you by email that your project information is accessible to you.

Because it is a web-based system, you will be able to access GCPay.com from any device available to you, including a computer, tablet or smart phone. There will be an administrative set-up fee of \$250.00 per subcontract for this service.

Once registered, you will be processing the following items in GCPay.com:

- **Schedule of Values.** We will provide you with the total amount of the contract and you will submit line item details of that amount for review and approval by our project managers. The line items can be keyed in manually or you can upload an Excel spreadsheet.
- **Change Orders.** Approved change orders will be added to your Schedule of Values as a separate line item throughout the project. Your invoices will include these approved change orders.
- **Compliance Documentation.** You will have access to a list of required compliance items and you will provide compliance documentation to us via document upload, email or fax. If a compliance item is due to expire, you will be notified via email 30 days prior to expiration.
- **Applications for Payment.** You will submit invoices to us on a monthly basis and we will notify you via email one week in advance of the deadline for submitting your invoice. When invoicing you also will be required to list the contractors and vendors working for you on this project, and provide certain information about those companies, including contract amount and current amount paid to them during the month.
- **Lien Waivers.** You will be provided with lien waivers at appropriate times throughout the project. These will be emailed to you and you also will have access to all lien waivers in GCPay.com.

GCPay.com offers 24/7/365 support (English and Spanish) by its company employees in the U.S. For support please contact GCPay.com at (877) 447-2584 or [info@gcpay.com](mailto:info@gcpay.com).

PERIODIC RELEASE AND WAIVER OF CLAIMS

Project Description: B98-000-00 JOB NAME - JOB CITY, JOB STATE

Total Payments Received from KBE Building Corporation for work covering the month of \_\_\_\_\_, 20\_\_\_\_  
is \$ \_\_\_\_\_.

The Undersigned Subcontractor (hereinafter "Subcontractor") and/or Supplier (hereinafter "Supplier") acknowledges receipt of the amount set forth above as payments received for the period indicated and waives and releases any claim, mechanic's lien and claim of lien which it may now have upon the land and improvements described above in the Project Description, or against KBE Building Corporation or the Project Owner, arising out of or relating to Subcontractor's/Supplier's work pursued and materials supplied through, and including, the period indicated above. The Subcontractor/Supplier warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements and warrants that it has the right to execute this waiver and release, contingent upon receiving said payment.

The Subcontractor/Supplier does hereby warrant and certify that it has made full payment of any amounts due or claimed to be due up to and through the period covered by KBE Building Corporation's last payment to Subcontractor/Supplier dated \_\_\_\_\_ for work and materials supplied for the month of \_\_\_\_\_, 20\_\_\_\_ to any person or entity who has supplied materials or labor to it. Pursuant to contract or otherwise, for the purpose of constructing, raising, removing, repairing, or otherwise improving the project described above. The Subcontractor does further warrant that all past due sums for insurance, taxes and Unions Funds (where applicable) have been fully paid and that prevailing wages, if applicable, as set by the State of JOB STATE Department of Labor, have been paid.

The Subcontractor/Supplier, in addition to the foregoing, does hereby expressly release, waive and relinquish any and all rights or claim the Subcontractor/Supplier may now have against the surety payment bond provided on said Project if any such bond was provided by KBE Building Corporation, as principal, and its surety, arising out of work pursued and materials supplied up to and through the period indicated above.

The Undersigned agrees that the Owner of the Project, any lender, any title insurer, and any surety may rely upon this waiver. The Undersigned also acknowledges that KBE Building Corporation relies on this affidavit in making payment to the Undersigned.

WITNESS the signature and seal of the undersigned as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
COMPANY NAME (Print or type)

\_\_\_\_\_  
SIGNATURE

BY: \_\_\_\_\_  
(Print or type name)

ITS: \_\_\_\_\_  
(Corporate Officer or Owner or Authorized Individual)  
(Print or type title)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**SUBCONTRACTOR'S SUB-SUB AND MATERIAL  
SUPPLIER DISCLOSURE AFFIDAVIT**

Req. #: \_\_\_\_\_

Period thru: \_\_\_\_\_

I \_\_\_\_\_, do hereby depose and state as follows:

1. I am \_\_\_\_\_ (officer/principal) of \_\_\_\_\_, ("Subcontractor") with an office and principle place of business at \_\_\_\_\_, in \_\_\_\_\_.

2. Under the pains and penalties of perjury, I am providing the following full and complete disclosure of information relating to work performed by Subcontractor on a project known as Job Name (B98-000-00) ("Project") located at Job Street Address, Job City, Job State and pursuant to a subcontract agreement between KBE Building Corporation and Subcontractor dated \_\_\_\_\_ (the "Subcontract").

3. The following are all of the sub-subcontractors ("S"), vendors ("V"), and independent contractors ("S") (hereafter collectively "Sub-subcontractors") that Subcontractor has hired or utilized or intends to hire or utilize, to provide labor, materials, rentals, or equipment for use on the Project:

**4. SBE DESIGNATIONS: MBE - Minority Owned WBE - Women Owned SBE - Small Business**

NAME / PHONE	SBE TYPE	TYPE (V/S) circle one	SCOPE OF SERVICE/MATERIAL	CUMULATIVE TOTAL CONTRACT OR PURCHASE PRICE	AMOUNT INCLUDED ON REQ. (*Note 2)	AMOUNT PAID TO DATE (*Note 1)	AMOUNT OF ANY DISPUTED CLAIMS WITH SUB-SUBCONTRACTOR
		V					
		S					
		V					
		S					
		V					
		S					
		V					
		S					
		V					
		S					
			<b>Totals</b>				

Additional Sub-subcontractors must be listed on a separate document attached hereto.

5. I certify that all of the labor, material and equipment, provided by the Sub-subcontractors identified in this Affidavit, except as may otherwise be subject to dispute as indicated, was provided to, and incorporated in, the Project, and that no portion of the work, material or equipment was provided for the use and/or benefit of any other project.

\*Note 1 Sub-subcontractor waivers must be provided that agree with this amount if the cumulative total contract or purchase price is greater than or equal to \$15,000.

\*Note 2 This is the amount the Subcontractor has included in the Requisition noted above for the work/services provided by Sub-subcontractor.

SUBCONTRACTOR'S SUB-SUB AND MATERIAL  
SUPPLIER DISCLOSURE AFFIDAVIT

6. The below indicates the status of payments to all applicable labor unions and their corresponding pension/benefits trust funds (hereafter, the "Funds") deriving out of work performed by Subcontractor or its Sub-subcontractors on the Project.

Name of Fund and Contact Information	Status of oldest payments due Fund related to the Project (Circle one)			Amount due fund if > 45 days
	<45 days	≥45 days	≥60 Days	
	<45 days	≥45 days	≥60 Days	
	<45 days	≥45 days	≥60 Days	
	<45 days	≥45 days	≥60 Days	
<b>Total</b>				

ADD SUPPLEMENTAL PAGES AS NEEDED

7. The undersigned certifies that all employees of the Subcontractor have been fully paid their applicable wages and benefits for work performed by them on the Project to date, and that no wage or benefit payments are outstanding unless specifically listed and identified on an attachment to this Affidavit along with the reasons for any outstanding amounts.

8. Subcontractor is current with payment for all applicable federal and state payroll, income, sales and excise taxes.

9. I am providing the information contained in this affidavit to KBE Building Corporation, at their request, with the intent and understanding that they will rely on this information for purposes of evaluating Subcontractor's compliance with its payment obligations under the Subcontract, as well as the existence of potential mechanic's lien, payment bond claims or other claims for payment by Sub-subcontractors in relation to the Project. I have personal knowledge of the information contained in this affidavit and certify, under oath and the pains and penalties of perjury, that the information is complete, true and accurate.

By: \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(type or print name)

IN WITNESS WHEREOF, I have confirmed the identity of the above signed, duly authorized officer and authorized representative of Subcontractor, who has both personally and on behalf of Subcontractor hereunto subscribed and sworn to the foregoing statements and has hereunto set his/her hand on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signed and sworn in the presence of:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that \_\_\_\_\_ ("the Undersigned") a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by KBE Building Corporation, Inc. ("KBE"), a corporation organized and existing under the laws of the State of Connecticut, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said KBE and its surety (in the event a payment bond has been provided), the Project Owner, any lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said KBE, its surety and Owner said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents in connection with any and all claims of any nature whatsoever arising out of the construction project known as JOB NAME (B98-000-00) located at JOB STREET ADDRESS in the City of JOB CITY and that State of JOB STATE.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon standing, known as JOB NAME (B98-000-00), situated in JOB CITY, JOB STATE.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project, if any such bond was provided by KBE Building Corporation as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Company Name (Print or type)  
\_\_\_\_\_  
Signature  
BY: \_\_\_\_\_  
(Print or type name)  
ITS: \_\_\_\_\_  
(Corporate Officer or Owner or Authorized Individual)  
(Print or type title)  
\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_

SUB-SUBCONTRACTOR/SUPPLIER FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that \_\_\_\_\_ ("the Undersigned" a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by \_\_\_\_\_, (hereinafter "Subcontractor") a corporation organized and existing under the laws of the State of \_\_\_\_\_ with an office and principal place of business in \_\_\_\_\_, and KBE Building Corporation ("KBE"), a Connecticut Corporation, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said Subcontractor and the said KBE, the Project Owner, any lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Subcontractor, KBE and Owner said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the construction project known as JOB NAME (B98-000-00) located at JOB STREET ADDRESS, in the City of JOB CITY and the State of JOB STATE.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, an all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings therein standing, known as JOB NAME (B98-000-00), situated in JOB CITY, JOB STATE.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety Labor and Material Payment Bond for said project, if any such bond was provided by KBE Building Corporation as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The Undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or materialmen from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, materialmen, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

No security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Company Name (Print or type)  
\_\_\_\_\_  
Signature  
Witness  
BY: \_\_\_\_\_  
(Print or type name)  
Witness  
ITS: \_\_\_\_\_  
(Corporate Officer or Owner or Authorized Individual)  
(Print or type title)  
\_\_\_\_\_  
(Notary Public)  
My Commission Expires: \_\_\_\_\_