

FOUR CORNERS BUILDING COMPANY, INC.
Instructions for Subcontractor's Application for Payment

Attached is the Application for Payment, which is the only Application for Payment accepted by Four Corners Building Company for non-bonded Subcontractors. The following instructions must be followed closely in preparing the Application for Payment Document:

1. All blanks on the front of the form must be completely filled in. In the event that a dispute arises over the "Amount Due this Application" then the amount shall be revised to the agreement of all parties and shall be adjusted accordingly. The adjusted amount must be approved and initiated by the Subcontractor prior to payment being made.
2. The schedule of suppliers and sub-subcontractors shall be filled in as follows:
 - a. The Subcontractor shall completely fill out the first two columns for each and every supplier and sub-contractor that will be utilized during the full term of the contract on the first application for payment (even if the supplier or sub-subcontractor will not be utilized until the last application). Each person or firm from whom the Subcontractor will purchase materials or subcontract labor should be listed in the first column (including name, address, telephone number and other contact information). This shall also include any leasing companies from which the subcontractor may lease employees. If there is a leasing company then the Subcontractor shall provide a Certificate of Insurance assuring Four Corners Building Company that the required insurance is provided along with a waiver of subrogation in favor of Four Corners Building Company.
 - b. In column two, fill in the dollar amount of labor and/or materials anticipated to be provided under the Subcontract in the final application.
 - c. In column three, fill in the dollar amount for materials delivered or work performed through the date of the application for payment.
 - d. In column four, fill in the dollar amount paid to date prior to the application.
 - e. In column five, fill in the dollar amount unpaid for the current application. This column should be the difference between the amounts stated in columns three and four. Please note that this is not the amount due, but the amount unpaid by the Subcontractor for materials supplied or labor performed by others, through the date of the application.
3. The application for payment shall be signed by a person legally authorized to sign such documents such as the Owner, a Partner or an authorized Officer of a Corporation.
4. The application shall be sworn to and subscribed before a Notary Public.

Thank you for your cooperation,

James Trinkle
President

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT,
CERTIFICATION OF BILLS PAID AND WAIVER OF LIENS AND BOND CLAIMS**

APPLICATION NO. _____

Period Ending: _____

Prime Contractor: _____ Subcontractor: _____

Contractor: _____

Project Name: _____

Amount of Original Subcontract \$ _____

Subcontract Change orders thru C.O. No. _____ \$ _____

Total Revised Subcontract Amount \$ _____

This Application

Value of Work Completed to Date (____ %) \$ _____

Materials Properly Stored and Approved \$ _____

Total Completed to Date \$ _____

Less (____ %) Retainage <\$ _____ >

Less Previous Payments <\$ _____ >

Amount Due This Application <\$ _____ >

1. I am the owner or duly authorized representative of the above captioned Subcontractor and have been authorized to make the following certifications to the Prime Contractor in connection with this Application for Payment.

2. I hereby certify that work covered by this application for Payment has been completed in strict accordance with the Construction Contract and that the amount of this Application is now due.

3. To induce the Prime Contractor to make the payment requested in this Application for Payment, I hereby make the following representations and certifications: a) I represent and certify that this Instrument is made for the benefit of and may be relied upon by the owner, construction lender, and the surety on any payment bond, as well as the Prime Contractor; b) I represent and certify that all materials, labor, equipment, supplies, and services incorporated by the Subcontractor into the Project, used by the Subcontractor in connection with the Project, or delivered to the Project as of the date of this Certification have been paid for in full, except those specifically described below; c) I represent and certify that there are no unpaid debts, obligations or costs in connection with the Subcontractor's work upon the Project, except those specifically described below; and d) I hereby represent and certify that the following list includes all labor, materials, equipment, services, and/or other costs incurred by or on behalf of Subcontractor in connection with the Project as of the date of this certification.

INSURANCE REQUIREMENTS

The following insurance coverages are required by every subcontractor at every tier and are incorporated by reference into Article ___ of the subcontract agreement to which it is attached. These requirements replace Article ___ Paragraph ___ of the contract.

Workers' Compensation & Employer's Liability:

Policy Limits = \$500,000 Each Accident; \$500,000 Disease-Policy Limit; and \$500,000 Disease-Each Employee

General Liability:

Includes Premises & Operations, Independent Contractors, Completed Operations with no time limit on coverage

Policy Limits = \$1,000,000 each Occurrence; \$1,000,000 Personal & Advertising Injury; \$1,000,000 Products & Completed Operations Aggregate; and \$2,000,000 General Aggregate.

Aggregate Limit applies per Project

Occurrence policy form

Does not exclude X, C, or U (Explosion, Collapse or Underground)

Automobile Liability:

Policy Limits = \$1,000,000 Combined Single Limit

Coverage applies to Owned, Hired, and Non-Owned vehicles

Umbrella or Excess Liability:

Includes GL coverage for Premises & Operations, Independent Contractors, Completed Operations with no time limit on coverage

Policy Limit = \$5,000,000

Occurrence policy form

Does not exclude X, C, or U (Explosion, Collapse or Underground)

Pollution Liability:

Policy Limits = \$5,000,000

Coverage is included for mold and other microbial growth

All Policies except Workers' Compensation:

_____, Owner, and Architect are named as Additional Insureds for all policies and utilizing endorsement CG 20 10 11 85 (or CG 20 10 10 01 plus CG 20 37 10 01 extending coverage to products & completed operations) for General Liability. If your client's GL policy does not have these specific forms and you think they provide equivalent coverage, submit them with your certificate. Pollution Liability additional insured coverage must be equivalent to the forms listed above.

The Additional Insured coverage for all policies, except workers' compensation, is primary and non-contributing with coverage carried by _____ Owner, or Architect

Include Contractual Liability coverage without restrictions for assumption of other's sole negligence or deletion of coverage for business contracts

Does not exclude punitive damages

Include a Separation of Insureds clause (Also called Severability of Interests)

All Policies:

Include a waiver of subrogation in favor of _____, Owner, and Architect

Include 30 days notice to _____ of cancellation or material changes

Written with insurers rated A, VII or better by A. M. Best Company

The coverages listed above, including the additional insured coverage, will be maintained for a period for five years following completion of this job.

All subcontractors used will have the same insurance coverage that is outlined above including the requirement to add _____ Owner and Architect as additional insureds with the forms specified. It is also required that _____ Owner and Architect be indemnified by every subcontractor at every tier using the exact wording agreed to in Article ___ of this agreement.

Signature: _____ Name: _____ Date: _____	_____ _____ _____ _____	Subcontractor Signature: Name: Date:	_____ _____ _____ _____
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SUBCONTRACTOR BID CERTIFICATION

By signing below I certify that I have reviewed and will comply with the insurance requirements in this Addendum ___ to the General Contractor subcontract agreement. The cost of complying with these requirements is included in my bid. (Please initial the blank to the left of each requirement indicating compliance.)

I request the following exceptions to the limits (only) required below:

- 1.
- 2.

Signature: _____

Company: _____

INSTRUCTIONS FOR INSURANCE AGENTS ISSUING CERTIFICATES

When issuing insurance certificates to _____ for subcontractors please attach this list of requirements to the certificate, check the blank to the left of each item to confirm that your client's insurance meets that requirement, and sign at the bottom. Thank you.

- 1. The following wording must be used in the "Description of Operations" section of the certificate.
_____, _____ (Owner), and _____ (Architect) have been named as additional insureds on each of these policies, except Workers' Compensation, with endorsement CG 20 10 11 85 (or CG 20 10 10 01 plus CG 20 37 10 01 extending coverage to products & completed operations) utilized for General Liability. Such additional insured coverage is primary to and non-contributing with any other insurance available to the Additional Insureds. All policies contain a Waiver of Subrogation to _____, Owner, and Architect.
- 2. If your client does not have the required additional insured forms but you believe that the coverage is equivalent, then submit a copy of the form with your certificate for our consideration.

Agency: _____
Signature: _____
Name: _____
Date: _____