

PURCHASE ORDER

LABOR & MATERIAL (Lump Sum-New Construction)



Tribble & Stephens Construction, Ltd.
580 Westlake Park Blvd., Ste 1500
Houston, TX 77079-2662
Ph : (713)465-8550

This order number must appear on all
correspondence, invoices, packages and
shipping papers.

NO.:

Date: 2/15/2018

To:

Ship To:

Ph:
Fax:

Furnish the following in accordance with terms and conditions on the face and attached hereof and plans, specifications and addenda.

PLEASE ENTER OUR ORDER FOR THE FOLLOWING ITEMS PER PLANS, SPECIFICATIONS & CONDITIONS HEREIN GIVEN				
SHIP VIA:	F.O.B.:	TERMS:	DELIVERY REQUIRED:	
YOUR METHOD	JOBSITE	SEE INCLUSIONS	SEE INCLUSIONS	
DESCRIPTION	QUANTITY	PRICE	AMOUNT	
<p>LABOR & MATERIAL-LUMP SUM: FURNISH AND DELIVER F.O.B. JOBSITE ALL OF THE FOLLOWING: Provide all Labor and Materials necessary to perform Final Cleaning Services for 1</p> <p>includes all Sales Tax. No Retainage Work to be performed as directed by T&S personnel. Delivery by: February 15, 2018</p> <p>No Work of any kind, including movement of equipment or men onto the jobsite, shall begin without specific permission of the Project Superintendent. All scheduling of work shall be coordinated with, and approved by, the Project Superintendent located at the jobsite.</p> <p>Subcontractor/Vendor must provide a Certificate of Insurance specifically providing the following:</p> <ul style="list-style-type: none">Naming Tribble & Stephens Construction, Ltd. along with the Owner as an additional insured.Waiver of subrogation on all policies30 days written notice of cancellation. <p>Subcontractor/Vendor must comply with all traffic safety and regulations as set forth by local authorities. - Subcontractor/Vendor must comply with all safety regulations set forth by OSHA. - Subcontractor/Vendor must comply with all regulations set forth by the EPA. - PLANS & SPECIFICATIONS-SEE ATTACHMENT "B" - Notwithstanding anything to the contrary in this Contract Agreement/Purchase Order, Subcontractor/Vendor will provide all materials, equipment, labor and tax required by the contract documents.</p> <p>MATERIAL, LABOR, FREIGHT & ALL APPLICABLE SALES/USE TAX IS INCLUDED IN THIS PRICE</p>				
TOTAL				

INVOICES WILL NOT BE APPROVED FOR PAYMENT UNTIL A COPY OF THIS AGREEMENT IS EXECUTED & RETURNED.

ACCEPTED BY:

Tribble & Stephens Construction, Ltd.

TITLE:

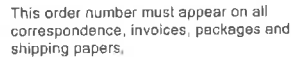
Date

Gary R. Kelley - President

Date

IMPORTANT: TERMS ATTACHED ARE AN INTEGRAL PART OF THIS PURCHASE ORDER

Tribble & Stephens Construction, Ltd.
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Date: 2/15/2018

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Tribble & Stephens Construction, Ltd.

Date _____

TEXAS FORM 3-2003

LABOR AND MATERIAL
GENERAL TERMS AND CONDITIONS

Hereinafter, Tribble & Stephens Construction, Ltd. is referred to as "Buyer" and the Supplier identified on the face of this Purchase Order is referred to as "Seller".

1. HEADINGS – The headings to sections are inserted for convenience only and shall have no force or effect.
2. DELIVERY AND ACCEPTANCE – The stated time of delivery is the essence of this contract. If Seller's deliveries will not meet agreed schedules, Buyer may require Seller to ship via a faster route or carrier so as to expedite delivery. Any resulting cost increase shall be by Seller. Such rights shall be in addition to any other rights and remedies of Buyer. Acceptance of any part of this order shall not bind Buyer to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Buyer's rights to cancel or return all or any part of the goods due to failure to conform to order, defects whether latent or patent or other breach of warranty or to make any claim for damages including manufacturing costs or loss of profits, injury to reputation or other special, consequential and incidental damages occasioned by Seller. Such rights shall be in addition to any other remedies provided hereunder or provided by law or otherwise. Delivery shall not be complete until goods are actually received and accepted.
3. NOTICE OF LABOR DISPUTES – If an actual or potential labor dispute threatens the timely performance of this order, Seller shall immediately notify Buyer in writing of all relevant information concerning such dispute.
4. CHANGES – Buyer may at any time, by written or telegraphic notice, make changes within the general scope of this order in any one or more of the following:
 - (a) Drawings, designs or specifications;
 - (b) Method of shipment or packing;
 - (c) Quantities;
 - (d) Delivery schedule;
 - (e) Place of delivery, and
 - (f) Instructions with respect to the rendition of services.

If any such change increases or decreases the cost of or the time required for the performance of this order, an equitable adjustment in the price and/or delivery schedule will be made and set forth in written modification to this order. Any claim for adjustment by Seller under this clause must be made within fifteen (15) days from the date of receipt of the written notification of the change.

5. COMPLIANCE WITH LAWS – Seller shall be totally liable for all violations of any law, ordinance, rule or regulation resulting from its performance of this order including, but not limited to, all applicable requirements of the Fair Labor Standards Act of 1938 as amended.
6. DISCLOSURE OF DANGEROUS MATERIALS OR PRODUCTS – Seller shall disclose to Buyer the nature of any materials or products sold to Buyer by Seller that are inherently dangerous or that may be likely to cause injuries to persons or property. Seller shall furnish to Buyer instructions regarding the proper and safe use and storage of such materials or products to avoid such injuries and shall indemnify Buyer against any loss to Buyer or to subsequent users that may arise from failure of Seller to comply with this provision.
7. NONDISCRIMINATION – To the extent applicable and not covered by any previous instrument executed by Seller, Seller agrees to comply with all applicable labor and employment laws and regulations.
8. PRICE – Seller shall furnish the items called for by this order at or for the prices stated on the face of this order. If prices are not stated, Seller shall offer its lowest prices that shall be subject to written acceptance by Buyer. Seller warrants that the prices charged for the items covered by this order will be at least as low as the lowest prices charged by the Seller to any other customers purchasing such items in similar quantities. Seller warrants and represents that prices charged are not in excess of the maximum prices permitted by any applicable government regulations.

9. SUBCONTRACTS – Seller shall not subcontract for complete or substantially complete parts of work or items called for by this order without the Buyer's prior written approval.
10. ASSIGNMENT – Seller shall not assign this order or any rights under this order without the prior written consent of Buyer and no purported assignment by Seller shall be binding on Buyer without such consent.
11. INSPECTION – All goods supplied and services performed pursuant hereto shall be subject to inspection and test by Buyer and its agents, its customers, higher tier contractors and by appropriate government agencies at all times and places whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Buyer or to the government. In the event that any goods supplied or services performed contain defects in materials or workmanship or do not comply with the specifications and instructions of Buyer, Buyer may require prompt correction thereof or, as to services, require that the services be rendered again at Seller's expense or, as to goods, require that the goods be replaced at Seller's expense. Warranty coverage for such repairs or replacements shall extend for the full length of the previously agreed-upon warranty period commencing with the date of completion of said repair or replacement if such defects exist and if Seller is unable or refuses to replace the goods or render the services again promptly. Buyer may by contract, or otherwise, replace such goods or obtain such services and charge Seller or deduct from amounts owed by Buyer to Seller the costs, expenses and losses including incidental and consequential damages incurred thereby that are in excess of Seller's price for such goods or services. Repairs or replacements made in this manner shall in no way void Seller's warranty and such repairs or replacements shall be fully warranted by Seller. After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be borne by Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by Buyer. Buyer's approval of design furnished by Seller shall not relieve Seller of its obligations herein. The goods covered by this order are intended for the manufacture and sale of Buyer's established products in which Buyer has built a substantial and valuable reputation for quality and efficiency and any defect in the goods hereunder may occasion special damages to Buyer. All rights and remedies of Buyer hereunder shall be in addition to any other remedies provided by law.
12. WARRANTIES – In addition to any other express or implied warranties stated in this order or provided by law, Seller warrants that items furnished pursuant to this order will be (a) new and free from defects in workmanship and material, (b) free from defects in design except to the extent that such items comply with detailed designs provided by Buyer, (c) suitable for the purposes, if any, that are stated on the face of this order, (d) in conformity with applicable OSHA standards, (e) free from liens and encumbrances of any kinds, and (f) in conformity with all other requirements of this order.
In addition to any other rights Buyer may have if items delivered pursuant to this order are found within one year after acceptance by the ultimate user not to be as warranted, Buyer may return such items to Seller at Seller's expense for correction, replacement or credit as Buyer may direct. Any items corrected or furnished in replacement shall also be subject to all of the provisions of this Article to the same extent as items initially furnished.
13. LIABILITY – Seller shall unconditionally indemnify Buyer and its customers and hold them harmless against any and all claims, actions, proceedings, costs, expenses, loss and liability for claims, bodily injury, property damage, personal injury, advertising injury, consequential or special damages arising out of or in connection with items furnished or services performed by Seller pursuant to this order including reasonable attorney's fees and costs incurred by Buyer in connection therewith. Prior to commencement of the work or delivery of materials, Seller shall furnish Buyer certificate showing that Seller has and will maintain, through the agreement, insurance with companies acceptable to contractor of the following types and amounts (or such additional amount as Owner may require):
 1. Workmen's Compensation and Employer's Liability
 - a. Statutory Workmen's Compensation for all states in which operations are conducted
 - b. Employer's Liability with a limit of \$1,000,000.00

2. Public Liability other than Automobile
 - a. Form to include coverage for operations, products and/or completed operations and contractual liability including coverage for explosions, collapse of buildings and underground damage, if applicable.
 - b. Limits of Liability:
 - Combined Bodily Injury and Property Damage Liability: \$1,000,000.00 each occurrence
 - General Aggregate: \$2,000,000.00
 - Products – Completed Operations Aggregate: \$1,000,000.00
 - Personal and Advertising Injury: \$1,000,000.00
3. Automobile Liability:
 - a. Form to include coverage for all owned, non-owned or hired automobiles
 - b. Limits of Liability:
 - Combined Bodily Injury and Property Damage Liability: \$1,000,000.00
4. Excess Liability Insurance
 - a. Policy written in the amount of \$1,000,000.00 in excess of the underlying limits of liability
5. Indemnity Provision
 - A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS SET OUT IN SUBPARAGRAPH (B) BELOW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR AND OWNER, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OR PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS SUBCONTRACT OR SUBCONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES OF SUBCONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS SUBCONTRACTOR MAY BE LIABLE.
 - B. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND CONTRACTOR AND OWNER, AND ALL OF THEIR OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF SUBCONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY

INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE SUBCONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OF CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF SUBCONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR SUBCONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. SUBCONTRACTOR SHALL PROCURE LIABILITY INSURANCE COVERING ITS OBLIGATIONS UNDER THIS PARAGRAPH.

6. Additional Insured

Contractor and Owner shall be included as additional insured under the CGL policy for liability arising out of Subcontractor's work performed under this Subcontract, including products-completed operations coverage for a period of ten years following substantial completion, except to the extent of liability attributable to the negligence or fault of Contractor or Owner.

Notwithstanding the foregoing, as to liability of Contractor or Owner for bodily injury or death of an employee or agent of Subcontractor or Subcontractor's Subcontractor, the additional insurance provided by Subcontractor shall provide coverage for the negligence or fault of Contractor or Owner, including the sole negligence of Contractor or Owner.

The insurance provided by Subcontractor to Contractor and owner shall be primary and noncontributory to other insurance available to Contractor or Owner. Equivalent additional insured coverage shall also be provided by Subcontractor to Contractor and Owner on Subcontractor's umbrella liability policy on a "follow form" basis and that additional insured coverage on the umbrella policy shall be primary to any other coverage available to Contractor or Owner.

14. **PACKING AND SHIPPING** – Seller agrees to route shipments as designated on the face of this order, to describe items on Bills of Lading or other shipping receipts and to prepare items for shipment in compliance with the requirements of all federal, state and local regulatory agencies applicable to shipments transported by railroads, motor carriers, certified air carriers or any other carriers. Seller shall properly mark each package with Buyer's Purchase Order number, part number and destination. Where multiple packages comprise a single shipment, each package shall be consecutively numbered and Seller shall show on Bill of Lading a separate weight for each tariff classification and accurate description of quantity and kinds of packages. Packing slips must accompany each shipment. Containers holding packing slips in multiple-package shipments must be so marked. Unless otherwise specified, net prices include all costs necessary for delivery of items in proper condition to Buyer at the location specified or the location of Buyer's choice if none is specified. Where freight charges are borne by Buyer and could differ as a result of a choice of freight rates based on either full or limited carrier liability, shipments shall be forwarded subject to freight rates that will produce the lowest total freight cost.
15. **RISK OF LOSS** – Seller shall bear all risk of loss on items covered by this order until acceptance by Buyer at destination specified on the face of this order. If the term "F.O.B." appears in this order, it shall be treated only as a pricing term in connection with responsibility for payment of transportation charges and not as a risk-of-loss term.

16. **INVOICING** – After each shipment made under this order, Seller shall send a separate invoice, in duplicate, accompanied by a signed freight bill or other delivery receipt. Payment of invoices shall not constitute acceptance of items ordered and shall be subject to an appropriate adjustment for failure of Seller to meet the requirements of this order. Buyer may, without notice to Seller, set off any amount owed by Seller or any of its affiliated companies to Buyer against any amount due to Seller under this order. Discount periods shall date from delivery of materials or from receipt of proper and correct invoices or Buyer's final test and acceptance, whichever is later.
17. **LIEN WAIVERS** – Upon request for payment, Seller shall furnish, upon Buyer's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of this order.
18. **TOOLING** – In the case of any tools, dies, jigs, fixtures, drawings, patterns, equipment or other facilities of Buyer that may be in the possession of Seller, Seller agrees that his responsibility shall be that of a bailee and that he shall indemnify and hold harmless Buyer from any loss or damage thereto that is caused by or as a result of negligence, act or omission on the part of Seller or its agents, employees or others until such a time as such facilities are delivered into the possession of Buyer.

With respect to such facilities, Seller will:

- (a) Make and affix such markings therein as Buyer may direct;
- (b) Make no change, modification or alteration thereto without Buyer's written consent;
- (c) Make no use thereof except in the production of materials ordered by Buyer;
- (d) Store same without charge to Buyer in separated racks or in sections of Seller's plant, in either case, clearly marked "Property of Tribble & Stephens Construction, Ltd.", and
- (e) Maintain same in good condition excepting only ordinary wear and tear

If Seller acquires or manufactures tools in connection with this order and charges Buyer a tool service charge for the use thereof in connection therewith, Buyer may, at its option upon completion or termination of this Purchase Order, acquire title to such tools. Upon receiving notice of such election, Seller will deliver such tools to Buyer upon payments by Buyer to Seller of that portion of the cost of such tools that was incurred by Seller at its expense.

19. **MATERIAL FURNISHED BY BUYER** - Any material furnished to Seller by Buyer on other than charge basis in connection with this Purchase Order shall be held by Seller on consignment and if not used in the manufacture of items included in this Purchase Order shall be returned to Buyer at Seller's expense and, if not returned, shall be paid for by Seller. All such materials shall be segregated from Seller's materials, shall be plainly marked "Property of Tribble & Stephens Construction, Ltd." and shall be fully covered by Seller with fire and extended coverage insurance.
20. **SPARE PARTS SUPPORT** - Seller agrees to fill Buyer's order for spare parts in prime components and/or assemblies and in reasonable quantities within reasonable time commencing from the date of first delivery and continuing for a period of not less than five years after the date of last delivery of any unit for which spare parts might be required. In the event Seller is no longer obligated to supply spare parts and desires to discontinue supplying same, Seller shall give Buyer at least 180 days prior written notice of discontinuance during which time Seller shall accept orders from Buyer for a reasonable quantity of such items.
21. **TERMINATION** - (A) **WITHOUT CAUSE** - Buyer may terminate, for its convenience, all or any part of this order at any time by written notice to Seller in which event Buyer shall be liable for payment of reasonable cancellation charges in accordance with industry practice. In no event, however, shall Buyer be liable for cancellation charges in excess of the total contract price.
(B) **WITH CAUSE** - Buyer may terminate if (a) Seller fails to make any delivery or perform any services in accordance with the specified delivery date or otherwise fails to comply with this order and does not remedy such failure within ten (10) days after receipt of written notice thereof, (b) Seller fails to make progress to such an extent that performance of this order is endangered, or (c) Seller becomes insolvent or the subject to proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due.

If this contract is terminated as provided in this Article, Buyer, in addition to any other rights provided in this clause, may require Seller to transfer title and deliver to Buyer (a) any completed supplies, and (b)

such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information and contractor rights as Seller has specifically produced or specifically acquired for the performance of this contract as has been terminated. Buyer will determine reasonable payment for any transfers or deliveries requested. These rights shall be in addition to Buyer's other rights in case of Seller's default whether or not same are set forth in this order.

22. **DISPUTES** - Should any controversy arise between Buyer and Seller pertaining to this agreement that the parties hereto do not promptly adjust and determine, then the written orders of Buyer shall be followed and said controversy shall be decided by negotiation upon completion of work. Under no circumstances shall Seller refuse to deliver the items because of the pendency of any controversy.
23. **USE OF DESIGNS, DATA, ETC.** - Seller agrees that it will keep confidential the features of any equipment, tools, gauges, patterns, designs, drawings, engineering data or other technical or proprietary information furnished by Buyer and use such items only in the production of items under this order or other orders from Buyer and not otherwise unless Buyer's written consent is first obtained. Upon completion or termination of this order, Seller shall return all such items to Buyer or make such other disposition thereof as may be directed or approved by Buyer.
24. **PATENTS AND DATA** - Seller shall indemnify and hold harmless Buyer, Buyer's customers and users of Buyer's products against liability or suit of any nature including costs and expenses for infringement of any
25. Patent or patent right arising from the manufacture, use or sale of any items called for in this order except to the extent that any such liability or suit shall have arisen because of Seller's manufacture of articles or original design of Buyer and made by Seller in accordance with specifications and drawings that are furnished herewith by Buyer.

If any experimental, developmental or research work is called for or required hereunder, Seller agrees to and hereby does grant to Buyer an irrevocable, nonexclusive, fully transferable royalty-free license to make, have made, use and sell any inventions, improvement or discovery (whether or not patentable) that Seller conceives or first actually reduces to practice in the performance of this order.

Seller agrees to and hereby does grant to Buyer (a) an irrevocable, nonexclusive, fully transferable, royalty-free license to reproduce, translate, publish, use and dispose of and to authorize others so to do any copyrightable material orders as articles or incorporated in or supplied as a supplement with any articles, and (b) the right to reproduce, use and disclose for any purpose all or any part of the reports, drawings, blueprints, data and technical information delivered or specified to be delivered by Seller to Buyer under this order.

26. **PUBLICITY**- Seller shall not make any disclosures that shall deny or confirm the existence of this order without the prior written consent of Buyer except any may be required to perform this order.
27. **NON-WAIVER OF RIGHTS** - The failure of Buyer to insist upon strict performance of any of the terms and conditions in the Purchase Order or to exercise any rights or remedies shall not be construed as a waiver of its rights to assert any of same or to reply on any such terms or conditions at any time thereafter.
28. **ENTIRE AGREEMENT** - This Purchase Order is intended by the parties as a final expression of their agreement and also is a complete and exclusive statement of the terms thereof, any prior oral or written agreements as to the same subject matter notwithstanding. This contract may not be modified or terminated orally and no modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

This agreement is separate and distinct from all other agreements between Buyer and Seller. Seller shall not delay completion of this Purchase Order due to any disputes between Buyer and Seller not related to this agreement.

ATTACHMENT "A"



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 03/04/2015

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 REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION 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).

PRODUCER AGENT'S NAME AND ADDRESS AND PHONE NUMBER	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FOR THOSE CARRIERS WHOM ARE PROVIDING COVERAGE		E
INSURED INSURED'S NAME AND ADDRESS	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 8P4QLD7X

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY			POLICY NUMBER	INCEPTION	EXPIRATION	EACH OCCURRENCE \$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
X	CONTRACTUAL INCL.						PERSONAL & ADV INJURY \$ 1,000,000
X	XCU & PROD/COMP OPS						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	POLICY <input checked="" type="checkbox"/> PCT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY			POLICY NUMBER	INCEPTION	EXPIRATION	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
X	ANY AUTO						BODILY INJURY (Per person) \$
X	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULE D AUTOS						PROPERTY DAMAGE (Per accident) \$
	NON-OWNED AUTOS						\$
	HIRED AUTOS						\$
X	UMBRELLA LIAB			POLICY NUMBER	INCEPTION	EXPIRATION	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POLICY NUMBER	INCEPTION	EXPIRATION	X WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$
							\$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

REFERENCE: JOB # AND JOB NAME

SEE ATTACHED FOR VERBIAGE

CERTIFICATE HOLDER

 Tribble & Stephens Construction, Ltd.
 580 Westlake Park Blvd Suite 1500
 Houston, Texas 77079

CANCELLATION

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

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION 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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHMENT "A"
Page 3 of 4

VERBIAGE FOR SUBCONTRACTOR INSURANCE

RE: **and Job Name:**

WAIVER OF SUBROGATION IS ADDED TO ALL APPLICABLE POLICIES, IN FAVOR OF **TRIBBLE & STEPHENS CONSTRUCTION, LTD.**,

ALL APPLICABLE POLICIES, EXCEPT WORKERS COMPENSATION, INCLUDE **TRIBBLE & STEPHENS CONSTRUCTION, LTD.**,

' **PARTNERS** AS ADDITIONAL INSURED. THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO THOSE PROVIDED BY OWNER AND/OR CONTRACTOR.

PROFESSIONAL LIABILITY

IF TRIBBLE & STEPHENS CONSTRUCTION, LTD. REQUIRES PROFESSIONAL LIABILITY COVERAGE, TRIBBLE & STEPHENS CONSTRUCTION, LTD. WILL NOT BE LISTED AS AN ADDITIONAL INSURED AND WILL NOT REQUIRE A WAIVER OF SUBROGATION ON THE PROFESSIONAL LIABILITY POLICY.

CANCELLATION NOTICE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ON PAGE 1, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ALL ENDORSEMENTS MUST BE PROVIDED/INCLUDED

AUTHORIZED INSURANCE REPRESENTATIVE

ATTACHMENT "A"

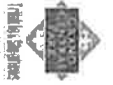
Page 4 of 4

All Subcontractors must inform Tribble & Stephens Construction, Ltd. if any of its employees are leased or if the Subcontractor is a co-employer. The Subcontractor must disclose the name, address and insurance policy of the employee leasing company before the contract is signed. Tribble & Stephens Construction, Ltd. must review the insurance coverage or any required documentation for appropriate bonding prior to signing a contract. All leased employees are required to provide Certificates of Insurance that include an Alternate Employer Endorsement and Worker's Compensation Insurance Coverage for the Applicable State they are performing work for Tribble & Stephens Construction, Ltd.

All Subcontractors who are subcontracting a portion of their work to another company must have Tribble & Stephens Construction, Ltd. named as an "Additional Insured" on all applicable policies except Workers' Compensation along with a Waiver of Subrogation on all applicable policies in favor of Tribble & Stephens Construction, Ltd. A Certificate of Insurance must be forwarded to Tribble & Stephens Construction, Ltd. with the above referenced language.

If anyone working for your company is issued a 1099, Tribble & Stephens Construction, Ltd. MUST be informed before this contract is signed.

ALL ENDORSEMENTS MUST BE PROVIDED/INCLUDED



Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Set
Architectural					
A0.1	CONSTRUCTION DOCUMENT COVER SHEET	0	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A0.2	CODE & EGRESS SHEET	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A0.3	ADA ACCESSIBILITY STANDARDS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
A0.4	ADA ACCESSIBILITY STANDARDS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
A2.1	FLOOR PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.2	ENLARGED FLOOR PLAN - MEZZANINE AREA	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.3	ENLARGED FLOOR PLAN - RESTROOMS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.4	ENLARGED FLOOR PLAN - BREAKROOM & CORRIDOR	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.5	ENLARGED FLOOR PLAN - CLASSROOM	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.6	ENLARGED FLOOR PLAN - VESTIBULE	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.7	ENLARGED FLOOR PLAN - INTERIOR STAIR	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.10	ROOF PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A2.11	EXTERIOR & ROOF DETAILS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
A6.1	INTERIOR ELEVATIONS - SALES AREA	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A6.2	INTERIOR ELEVATIONS - SALES AREA	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A6.3	INTERIOR ELEVATIONS - MEZZANINE	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A6.4	INTERIOR ELEVATIONS - STAGING & FRAME ROOM	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A6.5	INTERIOR ELEVATIONS - STAGING & OFFICES	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A7.1	DOOR SCHEDULE & DETAILS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A7.2	INTERIOR WALL SECTIONS & DETAILS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A7.3	INTERIOR WALL SECTIONS & DETAILS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A7.4	INTERIOR DETAILS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A8.1	REFLECTED CEILING PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A8.2	ENLARGED REFLECTED CEILING PLANS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A10.1	FLOOR FINISH PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A10.2	FINISH SCHEDULE	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
A10.3	REFERENCE - FIXTURE PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
Electrical					
COVER SHEET					
E1.1	ELECTRICAL SCHEDULES	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
E2.1	ELECTRICAL SCHEDULE & DETAILS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
E3.1	ELECTRICAL DETAILS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
E4.1	ELECTRICAL SPECIFICATIONS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
E5.1	ELECTRICAL POWER PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
E6.1	ENLARGED ELECTRICAL PLANS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
E7.1	ELECTRICAL LIGHTING PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
EMS1.1	EMS SCHEDULES	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
Fire Protection					



Drawing No.	Drawing Title	Revision No.	Drawing Date	Received Date	Sat
FA1.0	FIRE ALARM INITIATING DEVICE LAYOUT	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
FA2.0	FIRE ALARM NOTIFICATION DEVICE LAYOUT	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
FA3.0	FIRE ALARM RISER DIAGRAM & CALCULATIONS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
FA4.0	FIRE ALARM DETAILS & NOTES	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
FPI.1	OVERALL FIRE SPRINKLER PIPING	0	07/07/2017	07/13/2017	AS1 008 (07/07/17)
FP2.1	FIRE PROTECTION SPECIFICATIONS AND DETAILS	0	07/07/2017	07/13/2017	AS1 008 (07/07/17)
FP3.1	FIRE SPRINKLER DETAILS	0	07/07/2017	07/13/2017	AS1 008 (07/07/17)
Mechanical					
M1.1	MECHANICAL SCHEDULES, NOTES AND LEGENDS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
M2.1	MECHANICAL DETAILS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
M3.1	MECHANICAL SPECIFICATION	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
M4.1	MECHANICAL FIRST FLOOR PLAN	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
Plumbing					
P1.1	PLUMBING PLANS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
P2.1	PLUMBING ENLARGED PLAN - WASTE AND VENT PIPING	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)
P3.1	PLUMBING SCHEDULES, NOTES AND LEGENDS	0	05/25/2017	06/07/2017	Issued For Permit (05/05/17)
P4.1	PLUMBING RISER DIAGRAMS	1	07/07/2017	07/13/2017	AS1 008 (07/07/17)

ATTACHMENT C – “IA”

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(To be submitted with Monthly Progress Billing)

Project: _____

Job No: _____

On receipt by the signer of this document of a check from Tribble & Stephens Construction, Ltd. (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent:
(job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Tribble & Stephens Construction, Ltd. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____ (Company Name)

By _____ (Signature) _____ (Printed Name & Title)

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20__.

“S E A L”

NOTARY PUBLIC, STATE OF _____

COMMISSION EXPIRES: _____

NAME: _____

ATTACHMENT C – “IB”

NOTICE:

“This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid for the payment amount set forth below. If you have not been paid, use a conditional release form.”

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

(To be exchanged for Monthly Progress Payments)

Project:

Job No:

The signer of this document has been paid and has received a progress payment in the sum of \$_____ for all labor, services, equipment, or materials furnished to the property or to Tribble & Stephens Construction, Ltd. (person with whom signer contracted) on the property of _____

_____ (owner) located at _____ (location) to the following extent: _____ (description). The signer therefore waives and releases any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on the above referenced project to the following extent:

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Tribble & Stephens Construction, Ltd. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____

(Company Name)

By _____

(Signature)

(Printed Name & Title)

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

“S E A L”

NOTARY PUBLIC, STATE OF _____

COMMISSION EXPIRES: _____

NAME: _____

ATTACHMENT C – “IC”

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(To be submitted with Final Retainage Billing)

Project: _____

Job No: _____

On receipt by the signer of this document of a check from Tribble & Stephens Construction, Ltd. (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been **properly endorsed and has been paid by the bank** on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____

(owner) located at _____

/ (location) to the following extent:

(job description)

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Tribble & Stephens Construction, Ltd. (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____ (Company Name)

By _____ (Signature) _____ (Printed Name & Title)

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

“S E A L”

NOTARY PUBLIC, STATE OF _____

COMMISSION EXPIRES: _____

NAME: _____

ATTACHMENT C – “ID”

NOTICE:

“This document waives rights unconditionally and states that you have been paid for giving up those rights. It is prohibited for a person to require you to sign this document if you have not been paid for the payment amount set forth below. If you have not been paid, use a conditional release form.”

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

(To be exchanged for Final Payment)

Project:

Job No:

The signer of this document has been paid in full for all labor, services, equipment, or materials furnished to the property or to Tribble & Stephens Construction, Ltd. (person with whom signer contracted) on the property of _____

(owner) located at _____ (location) to the following extent: _____ (job description). The signer therefore waives and releases any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date _____

(Company Name)

By _____
(Signature) _____
(Printed Name & Title)

STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of _____, and that he/she executed this instrument on behalf of said corporation as its act and deed, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 20____.

“S E A L”

NOTARY PUBLIC, STATE OF _____
COMMISSION EXPIRES: _____
NAME: _____

ATTACHMENT "D"

Page 1 of 3

SUBCONTRACTOR'S/SUPPLIER'S APPLICATION FOR PAYMENT

To: **TRIBBLE & STEPHENS CONSTRUCTION, LTD.**

From: _____

Project: _____

Tribble & Stephens Subcontract/P.O.:

Payment Request/Invoice No: _____

Period: _____ 2016 To: _____ 2016

STATEMENT OF CONTRACT AMOUNT:

To Date

This Month

1. Original Contract/Purchase Order Amount	_____	
2. Approved Change Order Nos.	_____	
3. Adjusted Contract/Purchase Order Amt. (1+2)	_____	
4. Value of Work Completed (SUB)	_____	
5. Material Stored on Site (SUB)	_____	
6. Total (4+5) (SUB) Total Invoiced (SUPPLIER)	_____	Total Billed
7. Total percent complete (6 divided by 3)	_____	
8. Less Amount Retained (SUB)	_____	Retainage
9. Total Less Retainage (6 minus 8) (SUB)	_____	
10. Total Previously Submitted	_____	
11. TOTAL DUE	_____	Total Due

12. Total Pending Change Request (Attach Authorized Work Orders)

13. If No Pending Change Request As Of This Period, Sign and Date.

Sign

Date

PM's Estimated Change Requests

T&S must be notified of any pending change order requests with each pay application.

_____ (State) Tax Included in this Request @ _____ % (SUPPLIER)

Out-of-State Supplier Collecting Tax Permit No. _____

Out-of State Supplier NOT Collecting Tax ☐ Yes ☐ No

FOR TRIBBLE & STEPHENS USE ONLY				
APPROVALS		ACCOUNTING USE ONLY		NOTES
Job _____	Signed Contract	Original 1-A Received		
Code _____	Signed Change Order	Original 1-B Received		
Pay _____	Bond	W-9		
2nd Tier Form Needed <input type="checkbox"/>	Insurance	Project Funded		
Supl _____	E&O Insurance			
PM or PD <input type="checkbox"/>				
<input type="checkbox"/> Subcontract	<input type="checkbox"/> Purchase Order			

PAGE 2 OF 3

SUBCONTRACTOR: _____

APPLICATION NO.: _____

APPLICATION DATE: _____

PROJECT:

[illegible]

PAGE 3 OF 3

SUBCONTRACTOR: _____

APPLICATION NO. 22

APPLICATION DATE: _____

PROJECT:

[illegible]

APPROVED FOR PAYMENT:

T&S PROJECT MANAGER:

T&S PROJECT DIRECTOR:

ATTACHMENT "E"

Any contractor or subcontractor responsible for portions of the Storm Water Pollution Prevention Plan (SWPPP) or who will engage in activities that will impact the efforts of the SWPPP should sign the following certification prior to providing services at the construction site.

NAME OF FIRM _____
Address _____
City: _____ State: _____ Zip: _____

BEST MANAGEMENT PRACTICES REQUIRED BY THE SWPPP

Sediment and Erosion Controls:

- Maintain and do not damage erosion control measures (e.g., silt fence, grass mesh strips, storm drain inlet covers)
- Keep dirt and sand piles away from curbs
- Pour waste concrete into approved disposal pits (min. capacity 0.5 CY)
- All site traffic must use the stabilized construction entrance.
- Other: _____

Vegetative Techniques:

- Do not damage existing vegetation on the perimeter of the site during construction.
- Use grass strips or sod to control erosion during construction
- Other: _____

Solid Waste Management Practices

- Subcontractors are responsible to dispose of trash and debris each workday and remove it from the site or dispose of it in approved containers.
- Approved, covered & leak proof trash container(s) must be used throughout the project.
- Regularly schedule solid waste contractors to pick up trash containers.
- Other: _____

Hazardous Waste Management Practices

- Spill Response Bulletins will be posted on-site or available in the site superintendent's vehicle.
- Store paints, thinners, acids and solvents in a structure secured for storm water exposure, or in the contractor's vehicles. Remove these items from the site daily.
- Ensure paints, thinners, acids and solvents disposed of at the site are properly disposed of.
- Contractors will remove from the site waste paints, thinners, additives, acids and solvents for proper disposal.
- NO waste products in the dumpsters except in open, empty containers.
- NO fueling tanks on-site. Vehicles will be fueled off-site or from truck mounted tanks.
- Other: _____

Hazardous Materials Used during Installation

- Solvents Any solvents will be removed from site by the subcontractor
- Stains & paint Paints and stains will be stored inside and waste paint and stains will be removed from site by the contractor.
- Wood Preservatives Wood preservatives will be stored inside and waste wood preservative will be removed from site by the contractor.
- Lead-Based Paint None is to be used during project.
- Fuels Clean up any leaks or spills
- Oils Clean up any leaks or spills
- Grease Clean up any leaks or spills
- Pesticides Pesticides, if used, will be applied according to the manufactures labeled instructions, and will not be applied just before a rain event. Excess pesticides will be removed from the site once application is complete. Clean up any leaks or spills.
- Fertilizer Fertilizer, if used, will not be applied just before a rain event, and will not be stored on-site for any length of time. Clean up any leaks or spills. Remove from site.
- Roofing Tar Waste tar will be disposed of in covered container and excess tar will be removed from site by the contractor.
- Acid All acid bottles will be removed from site by the contractor. No acid wash waters are to leave the site.
- Other _____

Paving Management

- Paving Paving will not be placed just before or during rain events. Waste concrete is poured into an approved disposal pit (min capacity 0.5CY)

Certification: *I certify that I understand the requirements as stated above and will provide the necessary management and resources needed to comply with the general National Pollutant Discharge Elimination System (NPDES) permit and/or the TPDES as outlined in the SWPPP.*

Signature: _____ **Date** _____

Title _____