



CONSTRUCTION ONE

Instructions for contracts

1. Verify all company information on the front page (Page 2) of the Subcontract agreement
2. Digitally Sign Page 2 and digitally initial all other pages with DocuSign, this must be completed **within 2 business days of receiving contract and prior to arriving to the jobsite. Contractor CANNOT start work until this contract is signed.**
3. Per Exhibit "A" of the contract, submit all insurance requirements to BSmith@constructionone.com **prior to arriving to the jobsite.** They are as follows:
 - a. General Liability, Auto Liability, Worker's Compensation Certificate (Construction One, Inc. and Owner must be named as additional insured)

Applying for payments

1. The included "Exhibit B- Material, Subcontractor, Temp Laborer Affidavit" **MUST be turned in with all invoices or payment will be denied.** Submit these to Laura Momeyer (AP@constructionone.com)
2. Invoices must include the project name, contract number/change order number, and job address.
Email invoices to Laura Momeyer (AP@constructionone.com)
3. After payment has been processed you will receive a lien waiver via email. Subcontractors may collect payment once the following conditions are met:
 - a. Lien waivers must be notarized and mailed back to Construction One's office. **In addition to mailing please email lien waivers to BSmith@constructionone.com as some clients allow scanned copies.**
 - b. Contracts and current change orders (If applicable) must be signed and submitted in DocuSign.
 - c. Liability Insurance must be up to date and on record with Construction One.
 - d. Material, Subcontractor, Temp Laborer Affidavit must be filled out for all invoices, even if no materials/ rentals/ etc. were used
 - e. All warranty and close-out documentation must be submitted prior to the release of final payment
4. Construction One will mail out all payments via USPS unless the subcontractor supplies a UPS or FedEx account number.

Contact Info

- Accounts Payable- Laura Momeyer AP@constructionone.com 614-961-1148 Direct dial
- Accounting Assistant- Bonnie Smith BSmith@constructionone.com
- Subcontract Questions- Lara Matetich LMatetich@constructionone.com

101 E Town St., Ste. 401, Columbus, OH, 43215 Phone (614) 235-0057

Initials _____

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CONSTRUCTION ONE

Subcontractor Agreement Number: 21-410S-04

Date: 11/1/2021

Project Name: Nike Live-Cary
Location: 4 Fenton Street
Cary, NC 27511

C1 Project Manager: Phil D. Rankin

Subcontractor: National Tab
Sub Federal ID: 20-3877423
Address: 1329 E Kemper Rd
Suite 4210
Cincinnati, OH 45246

Sub Email: joe@nationaltab.com
Sub Phone: (855) 682-6822

Construction One, Inc. (the Contractor) and the above named Subcontractor hereby agree to the following work:
Scope of work: **Provide test and balance of HVAC equipment including but not limited to FCU's, VAV, MUA, exhaust fans, and air devices.**

Conditions of Work:
Subcontractor has examined conditions, and fully understands scope of work.
Subcontractor is to clean up all job related debris and remove from the site.
Subcontractor warrants his work for one full year - labor and material.
Payment will be made after acceptance of work by Contractor and Owner and lien release has been received by the Contractor. Any other payment terms must be detailed above.
No change orders for additional work will be paid unless approved in writing in advance by Contractor representative signed below.

We agree hereby to perform this work at a price not to exceed \$4,865.00

CONTRACTOR:	Construction One, Inc.	SUBCONTRACTOR:	National Tab
	<small>DocuSigned by:</small>		<small>DocuSigned by:</small>
By:		By:	
	<small>F9CD58B7D51245E...</small>		<small>0EA29F5452E446A...</small>
Print name/ Title:	Philip Rankin Project Manager	Print name/ Title:	Will Turnbough VP NATIONAL
Date:	11/2/2021	Date:	11/2/2021

Both parties agree that no payment will be issued until the Contractor receives Sub-Contractor insurance certificate as referenced in "Exhibit A" and Subcontractors affidavit "Exhibit B"

**SUBCONTRACTOR MUST MAIL BACK A HARD COPY ORIGINAL TO CONSTRUCTION ONE.
SUBCONTRACTOR MAY ALSO SCAN AND EMAIL AN EXECUTED COPY OF THIS CONTRACT TO CONSTRUCTION ONE.**

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EXHIBIT "A"
INSURANCE REQUIREMENTS

- I. Comprehensive General Liability Insurance including premises/operations, products and completed operations and contractual liability insurance with the following minimum limits.
 - A. Bodily Injury and Property Damage Liability \$ 1,000,000 Per Occurrence (\$5,000,000 in New York)
 - B. Personal & Advertising Injury Liability \$ 1,000,000 Per Occurrence
 - C. Medical Payments \$ 5,000 Per Person
 - D. Products-Completed Operations \$ 2,000,000 Aggregate (\$5,000,000 in New York)
 - E. General Aggregate Limit \$ 2,000,000 Aggregate (\$5,000,000 in New York)

- II. Workers Compensation and Employers Liability
 - A. Workers Compensation: Full coverage under the Workers Compensation law of the State in which the work is to be performed. If contractor is from a State different from the State in which the project is located, contractor may obtain written approval from each employee certifying employee acceptance of contractors home state workers compensation insurance so long as, and only if, acceptable in the state where the project is located.
 - B. Employers Liability Insurance with limits of \$1,000,000.

- III. Automobile Liability insurance including owned, hired and non-owned autos with the following minimum limits:
 - A. Bodily injury and property damage liability \$ 1,000,000 per accident

- IV. Installation Floater Coverage on an "All Risk" form to fully insure the replacement cost of materials, fixtures, supplies, machinery and equipment not installed but destined to become a part of the project.

- V. All insurance supplied by Subcontractor shall name Contractor and Owner as an "Additional Insured" per form CG 2010 (11/85) or its equivalent. Such insurance provided by subcontractor shall be endorsed to provide coverage on a Primary and Non-Contributory bases. The insurance company is to give **thirty (30) days written notice** to Contractor prior to any cancellation or material change in coverage.

- VI. Subcontractor shall cause all Sub-Subcontractor to obtain insurance with coverage meeting the requirements as outlined in sections I, II, III, IV, and V of this Exhibit.

- VII. Subcontractor shall, prior to furnishing any labor, materials and equipment for the performance of any work under the Contract Documents, supply Certificates of Insurance to Contractor and provide copies of all policies at Contractor's request.

- VIII. Subcontractor agrees to maintain insurance coverage on its equipment, tools and similar items used in the performance of the work.

- IX. Subcontractor shall maintain coverage I (Comprehensive General Liability) for one year after completion of the project.

Revised 11/04/20

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EXHIBIT "B"
Material, Subcontractor, Temp Laborer Affidavit-

PLEASE NOTE: This page must be filled out & submitted with every invoice OR PAYMENT WILL BE DENIED

Whereas, the undersigned has been employed by Construction One, Inc (General Contractor) to which Nike Inc. is the owner to furnish HVAC, Heating, Ventilate for the premises known as Nike Live-Cary located at:
 4 Fenton Street
 Cary, NC 27511

The undersigned, for and in consideration of \$4,865.00 and other goods in consideration, the receipt of which is hereby acknowledged, that all waivers are true, correct and genuine delivered unconditionally, and that there is no claim either legal or equitable to defeat the validity of said waivers.

The following are the names and addresses of all parties who have furnished materials, labor, or subcontract services, for said work and all parties having contracts or sub-contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

Vendors/Materials used. If no Vendors used check here →

<u>Vendor Name</u>	<u>Phone Number (with area Code)</u>	<u>Address</u>	<u>Materials Provided</u>	<u>Amount due or to become due for materials to date</u>

Subcontractor or Temp Labor Service used. If no Sub/Temp Labor used check here →

<u>Subcontractor or Temp Labor Company Name</u>	<u>Phone Number (with area Code)</u>	<u>Address</u>	<u>Subcontract Service Provided</u>	<u>Amount due or to become due to Sub to date</u>

***Construction One may contact Suppliers, Subs, Temp Laborer companies to verify amounts**

That there are no other contracts for said work outstanding, there is nothing due or to become due to any person or business entity for labor, material, or other work of any kind done or to be done upon or in connection with said work **other than state above.**

By _____
 (Signature- Title)
 National Tab

IN WITNESS:

State of: _____ County of: _____
 Subscribed and sworn to before me this _____ day of _____, A.D., 20__

 (Notary Signature)

My Commission Expires: _____ Seal: _____

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