



{Date}

Re: {Project Name}

Dear {Subcontractor Name}:

We are excited to make you part of the SGA team on the {Project Name} project. Enclosed are important documents pertaining to your work on this project.

Please sign and initial the enclosed Subcontract document where appropriate and return to us as soon as possible. Upon receipt, we will return to you a fully executed copy for your records.

All payment applications will be held until this subcontract document is returned to our office signed by an authorized representative of your organization.

Attached you will also find detailed instructions on how your progress payments must be submitted for timely payment. Any variations from these requirements could cause a delay in payment processing.

Please contact us if you have any questions about these items.

Thank you,

SGA Corporation



SUBCONTRACTOR BILLING PROCEDURES

All Requests for Payment must be submitted via "**Subcontract Exhibit "B" Invoice**" and received by SGA no later than 5:00pm on the 20th of the month. Note that work should be projected through the end of the month. Faxed copies are acceptable; however, the original must follow via mail. **Subcontract Exhibit "B" Invoice** received by SGA after the 20th of the month will be considered to have been submitted in the next accounting period and paid as such.

A certificate of insurance must be on file, naming SGA Corporation and the owner as additional insured, with an endorsement attached. The certificate must show General Liability, Worker's Compensation, Completed Operations and Auto coverage. A sample is provided for your use.

PROGRESS PAYMENTS - OTHER REQUIRED DOCUMENTATION:

Conditional Interim Release of Lien Rights – Required with each billing

Affidavit of Supplier(s) – Suppliers used during the billing period, if any. Check the box if none used this period.

Supplier/Sub-Tier Unconditional Interim Release of Lien Rights – Needed for each supplier/sub-tier listed on the Affidavit of Supplier(s) with ongoing work.

Supplier/Sub-Tier Unconditional Final Release of Lien Rights – Needed for each supplier/sub-tier listed on the Affidavit of Supplier(s) that is 100% complete.

RETENTION/FINAL BILLING - OTHER REQUIRED DOCUMENTATION:

Conditional Final Release of Lien Rights – Required with retention and/or final billing

Affidavit of Supplier(s) – Suppliers used during the billing period, if any. Check the box if none used this period.

Supplier/Sub-Tier Unconditional Final Release of Lien Rights – Needed for each supplier/sub-tier listed on the Affidavit of Supplier(s) that is 100% complete.

PAYMENT DATES:

Discount - occur on or about the 10th

All others - occur on or about the 25th



Subcontract Exhibit 'B' Invoice

SUBCONTRACTOR'S NAME _____ INVOICE NO. _____
 ADDRESS _____ PHONE _____
 THE FOLLOWING INVOICE COVERS WORK COMPLETED THROUGH THE PERIOD ENDED _____
 JOB NAME AND ADDRESS _____
 SUBCONTRACT NO. _____

ORIGINAL CONTRACT AMOUNT	
CHANGE ORDERS #1 THRU # _____	
REVISED CONTRACT AMOUNT	
_____ % COMPLETED TO DATE	
LESS <u>10% RETENTION</u> OR <u>1% DISCOUNT</u> (Circle)	
TOTAL THIS REQUEST	
LESS NET AMOUNT PREVIOUSLY INVOICED	
NET AMOUNT DUE THIS PAYMENT	

Affidavit of Supplier(s)

This is to certify that this is a complete listing of sub-tier contractors, material suppliers and equipment suppliers for this project for the same period noted above.

None Used

Sub-tier Contractor/Material or Equipment Supplier Name	Address / Phone / Contact Person

Payment Date – if received by the 20th of the month
Discount – On or about 10 th of the following month
Retention – On or about 25 th of the following month

Signature _____

Title: _____ Date: _____



CONDITIONAL INTERIM RELEASE OF LIEN RIGHTS

TO: OWNER OF THE REAL PROPERTY AND WORK DESCRIBED BELOW, IT'S CONSTRUCTION LENDER, AND SGA CORPORATION.

Project Name: _____

Contract Number: _____ Job Number: _____

Street Address of Project: _____

The undersigned hereby acknowledges that upon receipt of _____ Dollars (\$ _____) as full payment for all labor performed, material furnished, or equipment rented, leased or otherwise supplied by the undersigned through period ended _____, 20____, for use on, about or upon the real property identified above. If the above stated sum is paid by check, this Interim Receipt and Release of Lien Rights is effective when said check is paid by bank upon which it is drawn. By signing this release, the undersigned specifically authorizes SGA CORPORATION to attach hereto a true and correct copy of the legal description of the real property identified above. Said legal description shall be incorporated in this lien release as though fully set forth therein.

The undersigned hereby waives and releases any interest in the aforesaid real property or right to claim a lien thereon for such labor, material or equipment provided through the aforesaid date, excluding unpaid retainage, if any. The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, all welfare, pension, vacation, trust fund payments, or other contributions required to be paid by the undersigned for its employees. The undersigned does hereby indemnify and hold harmless the owner, construction lender, SGA CORPORATION, and the real property and improvements from any and all claims of liens related to its work through the aforesaid date, including attorney fees and costs.

DATED THIS _____ day of _____, 20 _____

Name of Company

By: _____

Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 20____, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared:

_____ to me known to be the _____ of _____, and to me known to be the individual described in and who executed the within and foregoing Release of Lien Rights and all exhibits attached hereto and signed the same as (his/her) free and voluntary act and deed for the uses and purposes therein mentioned he/she specifically acknowledged to me that he/she signed the foregoing Release of Lien Rights in (his/her) personal and individual capacity as well as corporate capacity.

Notary Public in and for the State of Washington

My commission Expires: _____

Residing at: _____



CONDITIONAL FINAL RELEASE AND WAIVER OF LIEN RIGHTS

TO: OWNER OF THE REAL PROPERTY AND WORK DESCRIBED BELOW, IT'S CONSTRUCTION LENDER, AND SGA CORPORATION.

Project Name: _____

Contract Number: _____ Job Number: _____

Street Address of Project: _____

The undersigned hereby acknowledges that upon receipt of payment in full for all labor performed, equipment and material furnished, or equipment rented, leased or otherwise supplied by the undersigned to the above job, except retention withheld of \$ _____, and hereby waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the real property and improvements described above. If the payment was paid by check, this Conditional Final Release of Lien Rights is effective when said check is paid by the bank upon which it was drawn. By signing this Conditional Release, the undersigned specifically authorizes SGA CORPORATION to attach hereto a true and correct copy of the legal description of the real property identified above. Said legal description shall be incorporated in this Lien Release as though fully set forth herein.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the real property, the construction lender, any construction fund holder, the prime Contractor, and the principal sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, all welfare, pension, vacation, trust fund payments, or other contributions required to be paid by the undersigned for its employees. The undersigned does hereby indemnify and hold harmless the owner, construction lender, SGA CORPORATION, and the real property and improvements from any and all claims of liens related to its work through the aforesaid date, including attorney fees and costs. Our work is complete on the project at this time and there will be no further billings. We will send you a new Preliminary Lien Notice prior to commencement of work if we are required to do any additional work on this project.

DATED THIS _____ day of _____, 20_____

Original Signature

Company Name

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 20_____, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared: _____ known to be the _____ of _____, and the individual described in and who executed the within and foregoing Release of Lien Rights and all exhibits attached hereto and signed the same as (his/her) free and voluntary act and deed for the uses and purposes therein mentioned he/she specifically acknowledged to me that he/she signed the foregoing Release of Lien Rights in (his/her) personal and individual capacity as well as corporate capacity.

Notary Public in and for the State of Washington

My commission Expires: _____

Residing at: _____



**SUPPLIER/SUB-TIER
UNCONDITIONAL FINAL RELEASE OF LIEN RIGHTS**

TO: OWNER OF THE REAL PROPERTY AND WORK DESCRIBED BELOW, IT'S CONSTRUCTION LENDER, AND SGA CORPORATION.

Project Name: _____
Contract Number: _____ Job Number: _____
Street Address of Project: _____
Subcontractor: _____

The undersigned has been paid in full for all labor performed, equipment and material furnished, or equipment rented, leased or otherwise supplied by the undersigned to the above job and hereby waives and releases all rights to make any claim on any labor and material bond covering the job, and waives and releases all mechanic's liens, stop notice, and equitable lien rights which the undersigned may have on the real property and improvements described above. By signing this Unconditional Release, the undersigned specifically authorizes SGA CORPORATION to attach hereto a true and correct copy of the legal description of the real property identified above. Said legal description shall be incorporated in this Lien Release as though fully set forth herein.

This waiver and release is for the benefit of, and may be relied upon by, all persons holding any property interest in the real property, the construction lender, any construction fund holder, the prime Contractor, and the principal sureties on any labor and material bond.

The undersigned does hereby represent and warrant that the undersigned has fully paid for all labor and materials, all welfare, pension, vacation, trust fund payments, or other contributions required to be paid by the undersigned for its employees. The undersigned does hereby indemnify and hold harmless the owner, construction lender, SGA CORPORATION, and the real property and improvements from any and all claims of liens related to its work through the aforesaid date, including attorney fees and costs. Our work is complete on the project at this time and there will be no further billings. We will send you a new Preliminary Lien Notice prior to commencement of work if we are required to do any additional work on this project.

DATED THIS _____ day of _____, 20_____

Name of Company

By: _____

Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 20_____, before me, the undersigned, a Notary in and for the State of Washington, duly commissioned and sworn, personally appeared: _____ known to be the _____ of _____, and the individual described in and who executed the within and foregoing Release of Lien Rights and all exhibits attached hereto and signed the same as (his/her) free and voluntary act and deed for the uses and purposes therein mentioned he/she specifically acknowledged to me that he/she signed the foregoing Release of Lien Rights in (his/her) personal and individual capacity as well as corporate capacity.

Notary Public in and for the State of Washington

My commission Expires: _____

Residing at: _____

SUBCONTRACT SPECIAL CONDITIONS

The following Subcontract Conditions shall supplement and, where applicable, take precedence over the Main Contract Provisions and the Subcontract General Conditions.

1. Insurance

1.1 Subcontractor's Liability Insurance

1.1.1 Subcontractor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Subcontractor's operations and completed operations under this agreement whether such operations be by itself or by any sub-Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the work to be performed.
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
- c. Claims for damages because of bodily injury or death of any person other than its employees.
- d. Claims for damages insured by usual personal injury liability coverage.
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- g. Claims involving contractual liability applicable to subcontractors obligations under Paragraph V. and Indemnification Addendum.

1.1.2 Coverage forms

- a. Subcontractor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01 or equivalent) and shall include the following coverage extensions:
 - Stop Gap Liability
 - Per Project Aggregate Endorsement (CG 2503 or equivalent)
 - Waiver of Subrogation in favor of Contractor and Owner (CG2404 or equivalent)

In addition, Contractor and Owner shall be named as additional insureds (form CG 20 10 11/85 or equivalent) with respect to work performed by or for the Subcontractor on behalf of the Contractor. The form shall reflect the additional insured status of the Contractor and Owner as respects products and completed operations coverages. Subcontractor's general liability insurance shall be primary as respects Contractor and Owner, and any other insurance maintained by Contractor or Owner shall be excess and not contributing insurance with Subcontractor's insurance. Subcontractor shall maintain completed operations liability insurance for a period of twenty-four months following completion of Subcontractor's work.

- b. Subcontractor's Auto Liability insurance shall be written on an industry standard Business Auto Liability policy form. Auto liability insurance to include owned, leased, non-owned and hired car coverage.
- c. Subcontractor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.

In the State of Washington, Subcontractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any subcontractor or sub-Subcontractor or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Subcontractor shall be responsible for confirming compliance of all sub-Subcontractors with this provision.
- d. Umbrella or Excess Liability Coverage. Subcontractor shall maintain umbrella or excess liability insurance, on an occurrence basis, that applies excess of required commercial general liability, business auto liability and employers liability policies. These limits shall be in addition to and not including those stated for underlying commercial general liability, business auto liability and employers liability insurance. Such policies shall name Contractor and Owner as additional insureds.

This wording should not be used in any contract without the review and approval of legal counsel.

1.1.3 Subcontractor's Liability insurance, as required by subparagraphs 1.1.1 and 1.1.2 shall be written for not less than the following limits of liability:

Worker's Compensation

Statutory Bodily Injury by Accident or Disease

Employer's Liability

\$1,000,000	Bodily Injury by Accident - Each Accident
\$1,000,000	Bodily Injury by Disease - Policy Limit
\$1,000,000	Bodily Injury by Disease - Each Employee

General Liability - Bodily Injury, Personal Injury, and Property Damage

\$2,000,000	General Aggregate
\$2,000,000	Products and Completed Operations Aggregate
\$1,000,000	Personal Injury
\$1,000,000	Each Occurrence

Stop Gap Liability

\$1,000,000	Each Accident
\$1,000,000	Disease - Policy Limit
\$1,000,000	Disease - Each Employee

Automobile Liability

\$1,000,000	Bodily Injury and Property Damage - Per Accident
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Excess or Umbrella Liability

\$1,000,000	Bodily Injury and Property Damage - Per Occurrence
\$1,000,000	Bodily Injury and Property Damage - Aggregate

1.1.4 Certificates of insurance and additional insured endorsements evidencing the above coverages shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall show that Contractor and Owner have been named as primary additional insureds on the general liability, auto liability and excess liability policies and clearly show that such policies provide primary coverage with respect to Contractor and Owner. In addition, such certificates shall provide Contractor with 45 days notice in case of cancellation or non-renewal, except 10 days for non-payment of premium. All Insurance Companies shall have a Best's Rating of A-VII or better.

Contractor does not represent that coverage and limits required in this agreement will necessarily be adequate to protect Subcontractor and such coverage and limits shall not be deemed as a limitation on Subcontractors liability under the indemnities granted to Contractor in this agreement.

1.2 Property Insurance

1.2.1 Subcontractor shall provide insurance against any losses that may occur to subcontractors' tools and equipment whether owned or leased, brought onto the project premises. The Subcontractor shall waive all rights of subrogation against Contractor and Owner for losses covered by such insurance policy. The waiver shall also apply to any deductible assumed by the subcontractor.

Certificates of Insurance evidencing the above coverage shall be filed with Contractor within (5) working days of award of Subcontract and prior to commencement of the work. Such certificates shall indicate that a waiver of subrogation provision in favor of Contractor and Owner is included in Subcontractor's equipment insurance policy.

This wording should not be used in any contract without the review and approval of legal counsel.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID \$1
SGA0001

DATE (MM/DD/YYYY)
11/15/07


PRODUCER Hub International Northwest P. O. Box 3018 Bothell WA 98041-3018 Phone: 425-489-4500 Fax: 425-489-4501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED SUBCONTRACTOR NAME SUBCONTRACTOR ADDRESS CITY WA 11111	<table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: INSURER A</td> <td></td> </tr> <tr> <td>INSURER B: 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> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER A		INSURER B: INSURER B		INSURER C:		INSURER D:		INSURER E:	
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INSURER A: INSURER A													
INSURER B: INSURER B													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	POLICY NUMBER	06/17/07	06/17/08	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
A	X	AUTOMOBILE LIABILITY <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	POLICY NUMBER	06/17/07	06/17/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	POLICY NUMBER	06/17/07	06/17/08	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	POLICY NUMBER (EMPLOYERS LIABILITY)	06/17/07	06/17/08	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 SGA CORPORATION AND (PROJECT OWNER) ARE INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. COVERAGE IS PRIMARY AND NON-CONTRIBUTORY. WAIVER OF SUBROGATION APPLIES. SEE ATTACHED ENDORSEMENTS. (EXAMPLES INCLUDED)
 RE: JOB NAME & JOB NUMBER

CERTIFICATE HOLDER SGACORP SGA CORPORATION 1501 N. 200TH STREET SHORELINE WA 98133	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".