

Exhibit "E"

# Subcontractor List of Suppliers and Subcontractors

You are required to complete and return this from per your contract terms prior to commencement of any work, for approval if all subcontracts to be used on the above referenced project. If no work is to be subcontracted, please enter "Not Applicable".

Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:
Name: Address: Address: Phone: Fax: Amount Contracted:	Name: Address: Address: Phone: Fax: Amount Contracted:

Please submit final lien waivers for the above listed subcontractors and suppliers with your final payment request.

**Exhibit "F"**

# Application and Certificate for Payment

Application and certificate of payment completion requirements:

1. The amount of the original subcontract, change orders including extras and credits to the subcontract, and total adjusted subcontract amount.
2. The APPLICATION AND CERTIFICATE FOR PAYMENT must be signed by the affiant, and bear a current date, and be NOTARIZED.
3. Supporting documents required shall be sent to Contractor.

**TO:** Commercial Construction & Development, Inc.  
 PO Box 550  
 Gresham, Oregon 97030

**FROM:**

**Application Date:** \_\_\_\_\_ **Period Date Thru:** \_\_\_\_\_ **Subcontract Date:** \_\_\_\_\_

## Subcontractor's Application for Payment

Application is made for payment, as shown below, in connection with the subcontract.

A	B	C	D Work Completed		E	F	G
#	Description of Work	Scheduled Value	From Previous Application	This Period In Place	Total Completed To Date	% (F/C)	Balance To Finish
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	<b>Total</b>						

1. Original Subcontract Sum:	5b. Total Retainage (Line 5a):
2. Net Change By ALL Subcontract Change Orders:	6. Total Earned Less Retainage (Line 4 less Line 5b total):
3. Subcontract Sum to Date (Line 1 plus line 2):	7. Less Previous Certificates for Payment (Line 6 from prior billing)
4. Total Completed (Column F):	8. Current Payment Due (Line 6 less Line 7)
5a. Retainage, 10% of Completed Work (Column F):	9. Balance to Finish Plus Retainage (Line 3 LESS Line 6)

The undersigned Subcontractor certifies that to the best of the it's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is due.

\_\_\_\_\_  
 (Subcontractor)

By: **X** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS:

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Interim Lien/Claim Waiver

Exhibit "G"

**SUBCONTRACTOR/SUPPLIER:**

Subcontractor/Supplier:  
Contractor's License Number:  
Contact Name:  
Subcontractor's/Supplier Address  
City, State Zip:  
Subcontractor's/Supplier Phone & Fax:

**PROJECT:**

Project Name:  
Project Address City, State Zip:  
Project Phone & Fax:

**OWNER:**

OWNER Name:  
OWNER Address City, State Zip:  
Company Phone & Fax:

**LANDLORD:**

Landlord Name:  
Landlord Address City, State Zip:  
Landlord Phone & Fax:

---

**CONDITIONAL RELEASE**

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from: Commercial Construction & Development, Inc. and in the sum of \_\_\_\_\_ and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release any and all claims and rights of lien which the undersigned has the above referenced job for labor, services, equipment, materials furnished and/or claims through \_\_\_\_\_ except it does not cover any retention or items furnished thereafter. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF \_\_\_\_\_ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

---

**UNCONDITIONAL RELEASE**

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \_\_\_\_\_ for labor, services, equipment or materials furnished to the above referenced job and does hereby release any and all claims and rights of lien that the undersigned has on the above referenced job. This release covers all payment for labor services, equipment, materials furnished and/or claims to the above referenced job through \_\_\_\_\_ only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF \_\_\_\_\_ THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

\_\_\_\_\_  
(Subcontractor)

By: **X** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS:  
State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Subcontractor Affidavit

Exhibit "H"

SUBCONTRACTOR/SUPPLIER:

Subcontractor Supplier:
Subcontractor's License Number:
Contact Name:
Subcontractor's/Supplier Address
City, State Zip:
Subcontractor's/Supplier Phone & Fax:

PROJECT:

Project Name:
Project Address City, State Zip:
Project Phone & Fax:

OWNER:

OWNER Name:
OWNER Address City, State Zip:
Company Phone & Fax:

LANDLORD:

Landlord Name:
Landlord Address City, State Zip:
Landlord Phone & Fax:

In consideration of final payment in the amount made by Commercial Construction & Development, Inc. and Subcontractor/Supplier acknowledges that it has been paid in full and releases and forever discharges any claim(s) of lien and/or claim(s) against Commercial Construction & Development, Inc. and and for labor performed, material, services and/or equipment furnished and/or other costs, whether direct or indirect incurred for that certain project known as

Contractor does hereby agree to defend, indemnify, and hold harmless Commercial Construction & Development, Inc. and and from any and all claims of its employees, suppliers, contractors, other creditors and/or any other third parties on the Project and from any costs (statutory or otherwise), personnel expenses, consultant expenses and any other expenses, arbitration fees, interest and actual attorneys' fees arising from any claim(s) hereafter made on account of labor performed and/or materials, equipment or services furnished and/or any other costs, whether direct or indirect, incurred by or on behalf of Contractor/Supplier for the Project.

This Final Release of Lien and Waiver of Payment Bond Claim(s) constitutes a settlement in full accord and satisfaction of all claims of Subcontractor/Supplier of whatsoever kind or nature, whether known or unknown, which have arisen out of or could be alleged to have arisen out of the performance of labor and/or the furnishing of material, services, and/or equipment and/or any other costs, whether direct or indirect, incurred by or on behalf of Contractor for the Project.

Subcontractor/Supplier certifies that the wage rate and fringe benefits paid under the Subcontractor/Supplier is in conformity with the original Construction Contract provisions established for wage rates and fringe benefits.

Contractor acknowledges that the following Subcontractors performed labor and provided materials and have been paid in full on the job known as:

(Subcontractor)

By: X

Name:

Title:

IN WITNESS:
State of )
) ss.
County of )

SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF 20

Notary Public: My commission expires:



**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \_\_\_\_% of the workers' compensation premium otherwise due on such remuneration.

Minimum Premium: \$\_\_\_\_\_

**Schedule**

**Person or Organization**

COMMERCIAL CONSTRUCTION & DEVELOPMENT, INC.  
OFFICERS, DIRECTORS AND EMPLOYEES

**Job Description**

OFFICERS, DIRECTORS AND EMPLOYEES

OFFICERS, DIRECTORS AND EMPLOYEES

**SAMPLE WORKERS' COMPENSATION WAIVER OF SUBROGATION**

**ATTACHED TO AND FORMING A PART OF POLICY NO: NAMED INSURED:**

**EFFECTIVE DATE OF ENDORSEMENT:**

**ENDORSEMENT NO:\_\_\_\_\_PAGE 1 OF 1**

**DATE OF ISSUE:**



POLICY NUMBER: (Insert your policy # here)

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM - B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

COMMERCIAL CONSTRUCTION & DEVELOPMENT, INC., ITS OFFICERS, DIRECTORS AND EMPLOYEES

AND ITS OFFICERS, DIRECTORS AND EMPLOYEES

AND ITS OFFICERS, DIRECTORS AND EMPLOYEES

ALTERNATIVELY ADD "ALL OPERATIONS PERFORMED"

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

WHO IS AN INSURED (Section II) 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" for that insured by or for you.

**SUCH INSURANCE AS IS AFFORDED BY THE GENERAL LIABILITY POLICY IS PRIMARY INSURANCE AND NO OTHER INSURANCE OF THE ADDITIONAL INSUREDS SHALL BE CALLED UPON TO CONTRIBUTE TO A LOSS.**