M. B. Kahn
KAHN Construction Co., Inc.

P O BOX 1179, COLUMBIA, SC 29202
PHONE 803-736-2950 – FAX 803-736-5833

TO: **SUBCONTRACTOR**

PROJECT: **PROJECT**
MBK JOB NUMBER:
PROJECT ADDRESS:

CONTACT:
PHONE:
EMAIL:

SUPERINTENDENT:
JOBSITE PHONE:
EMAIL:

THIS AGREEMENT made XX/XX/XXXX, by and between SUBCONTRACTOR, hereinafter called the Subcontractor and M. B. Kahn Construction Co., Inc., hereinafter called the Contractor, WITNESSETH, that the Subcontractor and Contractor for the consideration hereinafter named agree as follows:

ARTICLE I. The Subcontractor agrees to furnish all material and perform all work as described in Article II hereof for

(Location) PROJECT **(Owner)**

in accordance with this Subcontract, the Agreement between the Owner and Contractor, and in accordance with the General Conditions of the Contract, Supplementary General Conditions, the Drawings and Specifications and Addenda prepared by:

(Architect/Engineer)

hereinafter called the Architect/Engineer or Owner's authorized agent, all of which documents, signed by the parties thereto or identified by the Architect/Engineer or Owner's authorized agent, form a part of a contract between the Contractor and the Owner dated XX/XX/XXXX, hereby become a part of this Subcontract, and herein referred to as the Contract Documents; provided, however, that where any provision of the Contract Documents between the Owner and the Contractor is inconsistent with any provision of this Subcontract, the provision imposing the greater obligations on the Subcontractor and providing the greater protection, rights, and/or remedies to the Contractor and/or the Owner shall take precedence.

ARTICLE II. The Subcontractor and the Contractor agree that the materials and equipment to be furnished and work to be done by the Subcontractor are as shown below and for the Subcontract Amount shown:

CODE	DESCRIPTION	SUBCONTRACT AMOUNT
SUBCONTRACTOR SHALL COMPLY WITH: Attachment A - Safety Requirements, Attachment B – Alcohol and Substance Abuse Program, Attachment C – NPDES General Permit, Attachment D – Illegal Immigration Reform		
ACCEPTANCE OF THIS SUBCONTRACT IS CONTINGENT UPON THE SUBCONTRACTOR'S FURNISHING A PAYMENT AND PERFORMANCE BOND IN ACCORDANCE WITH ARTICLE V.		**BOND REQUIRED? YES NO**

This Subcontract is intended to cover all of the Contractor's responsibility to the Owner for the above listed work whether specifically set forth in the above referenced plans and specifications or not. The above work includes all work customarily performed by this trade.

ARTICLE III. The Subcontractor agrees to accomplish the work of his trade in the time allotted in the Progress Schedule and shall collaborate with the Contractor in developing a schedule suitable to the overall job schedule and to maintain job progress.

TIME IS OF THE ESSENCE UNDER THIS SUBCONTRACT. No extension of time of this Subcontract will be recognized without the written consent of the Contractor. Extensions of time will be granted only where specifically authorized by this Subcontract or other Contract Documents. The Subcontractor shall be responsible to the Contractor for all delays caused by or attributable to the Subcontractor and those parties for whom the Subcontractor is responsible, and the Subcontractor shall indemnify and hold the Contractor harmless from all damages caused by such delays.

ARTICLE IV. The Contractor agrees to pay, as provided herein below, the Subcontractor for the performance of this work, the sum shown in Article II, subject to additions and deductions for changes as may be agreed upon in writing, and to make payments on account thereof based on estimates and certificates of the Architect/Engineer/Owner.

Partial payments shall be paid by the Contractor to the Subcontractor as the work progresses, based upon estimates and certificates of the Architect. Monthly billings shall be submitted no later than the 25th of the month, to Contractor's COLUMBIA, SC office and shall be paid following receipt of partial payment from the Owner, ten (10%) to be retained. Final payment shall be made within thirty (30) days after the completion of the work included in this Subcontract and upon written acceptance of the Architect/Engineer/Owner and full payment therefore by the Owner.

The Subcontractor shall pay for all materials and labor used in, or in connection with the performance of the Subcontract. Before issuance of any partial payment or the final payment the Subcontractor shall submit a Subcontractor Application for Payment and Release of Lien and General Release together with such evidence satisfactory to the Contractor that all payrolls, material bills, and all known indebtedness connected with the Subcontractor's work have been satisfied. The Contractor shall have the right, but not the obligation, to issue joint checks to the Subcontractor's suppliers and/or lower-tier subcontractors. The Contractor's right to issue joint checks does not create a duty to do so. The Subcontractor agrees to indemnify and hold harmless the Contractor, the Owner, any party providing financing to the Project, and these entities' heirs, successors and assigns from any claims involving the Subcontractor's failure or alleged failure to pay its subcontractors, suppliers, laborers, or materialmen. The Subcontractor shall not allow mechanic's or materialmen's liens to be filed against the Project or the property on which the Project is located unless the Contractor is in breach of its payment obligations under this Subcontract. The Subcontractor agrees that any liens filed in violation of this provision shall be promptly bonded off by the Subcontractor at the Subcontractor's expense. These obligations shall survive the completion or abandonment of the Project or the termination of this Subcontract.

Any warranties, as-built drawings and other documents required by the Contract Documents shall be submitted by the Subcontractor prior to final payment. The Subcontractor shall also comply with and be subject to all other conditions precedent to payment established by the Contract Documents.

ARTICLE V. The Subcontractor, if required, shall furnish a performance bond and a payment bond on the Contactor's bond forms, dated as of the date of this Subcontract, each in the penal sum of 100% of the Subcontract Amount, with a good and sufficient surety acceptable to the Contractor and having a Best rating of A- or better. In the event that this Subcontract is signed without bonds being furnished by the Subcontractor, such signing shall not constitute a waiver of the Subcontractor's obligation to furnish the required bonds. The Contractor may demand performance and payment bonds at any time before final payment is made to the Subcontractor and failure by the Subcontractor to furnish such bonds, within five (5) days after demand, shall constitute a default hereunder. In the event that the Surety on any bonds furnished by or on behalf of the Subcontractor becomes insolvent, ceases doing business, or receives a downgraded Best rating less than A-, the Subcontractor shall immediately furnish, without expense to the Contractor, replacement bonds that meet the requirements stated above.

ARTICLE VI. Temporary Site Facilities - Job Conditions

(Here insert any requirements and terms concerning temporary site facilities, i.e., storage, sheds, water, heat, light, power, toilets, hoists, elevators, scaffolding, cold weather protection, ventilating, pumps, watchman service, etc.)

ARTICLE VII. Insurance

1. Prior to starting work the insurance required to be furnished by the Subcontractor shall be obtained by the Subcontractor, at the Subcontractor's cost and expense, from a responsible company or companies to provide proper and adequate coverage not less than the limits provided herein below, or in such limits as may be specified in the Contract Documents and/or required by Law, whichever is greater.

2. The type of insurance and minimum limits of coverage required of the Subcontractor and described below are minimum requirements and do not establish limits to the Subcontractor's liability. Any deficiency in the coverage or policy limits of the Subcontractor will be the sole responsibility of the Subcontractor.

3. Required Coverages: The Subcontractor shall maintain the required coverages at all times during the progress of the work with insurers licensed to do business in the state where the work is being performed and with a Best rating of A- VII or better. The Subcontractor, by its legal name on the Subcontract, shall be the named insured on each policy of insurance.

(A) Worker's Compensation and Employer's Liability in accordance with the laws of all states exercising jurisdiction over the Subcontractor's employees, including the state in which the work is being performed.
Employer's Liability Limit – Not less than $500,000/$500,000/$500,000

Subcontractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation Insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system.

(B) Commercial General Liability (CGL) written on ISO occurrence form CG 00 01or its equivalent, providing coverage for Premises and Operations, Products-Completed Operations, Independent Contractors, Personal and Advertising Injury, Blanket Contractual Liability, and Broad Form

Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The General Aggregate Limit shall apply separately to each project or the policy may be endorsed to apply a separate aggregate limit to this Project. The Contractor, the Owner, and any other party the Contractor is required in its contract with the Owner to name as additional insured, shall be included as additional insured under ISO endorsements CG 20 10 10/01 (ongoing operations) and CG 20 37 10/01 (completed operations), or equivalent endorsements. These insurance coverages shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds. The Subcontractor's General Liability policy shall contain a Cross Liability or Severability of Interest clause. The Subcontractor shall maintain CGL coverage for itself and the additional insureds for the duration of the Project and maintain Completed Operations coverage for itself and the additional insureds for at least eight (8) years after final acceptance of the Subcontractor's work.

General Aggregate – Not less than $2,000,000 per project
Products-Completed Operations Aggregate – Not less than $2,000,000
Personal and Advertising Injury – Not less than $1,000,000
Each Occurrence –Not less than $1,000,000

(C) Business Automobile Liability, including liability arising out of any owned, leased, non-owned or hired automobile with limits of liability of not less than $1,000,000. The Contractor, the Owner, and any other party the Contractor is required in its contract with the Owner to name as additional insured shall be included as additional insured on the Automobile Liability policy. This insurance shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds.

(D) Umbrella Liability in excess of and "following form" of the underlying Employer's Liability, Commercial General Liability, and Business Automobile Liability with limits of not less than $1,000,000. The Contractor, the Owner, and any other party the Contractor is required in its contract with the Owner to name as additional insured shall be included as additional insured on the Umbrella Liability policy. This insurance shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds.

(E) If the Subcontractor's work involves any design/build, architectural, engineering, surveying, or other professional services, then Subcontractor shall maintain Professional/Errors and Omissions Liability Insurance with limits of liability not less than $1,000,000. If this coverage is written on a claims-made basis, then the retroactive date shall be no later than the commencement of the work described in this agreement. The required Professional/Errors and Omissions Liability Insurance shall remain in continuous effect, or an extended reporting period purchased, so that coverage is in force for a period of at least eight (8) years following the completion of the Subcontractor's work.

(F) If the Subcontractor's work involves the removal, treatment, remediation, or use of hazardous or toxic substances or otherwise involves a potential pollution exposure, including but not limited to mold, fungus, asbestos, lead, and silica, then Subcontractor shall maintain Contractor's Pollution Liability Insurance with limits of liability not less than $1,000,000. If this coverage is written on a claims-made basis, then the retroactive date shall be no later than the commencement of the work described in this agreement. The Contractor, the Owner, and any other party the Contractor is required in its contract with the Owner to name as additional insured, shall be included as additional insured on the Pollution Liability policy. This insurance shall apply on a primary and non-contributory basis before any other insurance available to the additional insureds. The required Contractor's Pollution Liability insurance shall remain in continuous effect, or an extended reporting period purchased, so that coverage is in force for a period of at least eight (8) years following the completion of the Subcontractor's work.

4. Loss or damage to Subcontractor's property, tools, and equipment: Subcontractor is fully responsible for loss or damage to its property, tools, and equipment, whether owned, leased, rented, or borrowed howsoever caused. If subcontractor insures its property, tools, and equipment, then this insurance shall be the Subcontractor's sole and complete remedy for any such loss and the Subcontractor waives any rights of subrogation or recovery against Contractor. The Subcontractor shall cause its insurer, if any, to waive its rights of subrogation against Contractor and Owner relating to loss or damage to Subcontractor's property, tools, or equipment. If Subcontractor chooses to self-insure its property, tools, and equipment, it is expressly agreed that Subcontractor waives all claims for damage or loss to said property against Contractor and Owner.

5. Builder's Risk Coverage: In the event that damage or loss to the work is covered by any Builder's Risk or similar Property coverage on the Project, the Subcontractor shall be responsible for the payment of the entire deductible for any losses caused in whole or in party by the Subcontractor's acts or omissions, or the acts or omissions of anyone working on its behalf. Should the loss be due to a cause other than a negligent act or omission of the Subcontractor, the Subcontractor shall be responsible for a pro-rata portion of the deductible, calculated based on the proportion the loss sustained by the Subcontractor bears to the total of all claims being made under the Builder's Risk policy for that occurrence.

6. Waiver of Subrogation: The Subcontractor hereby waives and will require its insurers to waive all rights of recovery against the Contractor, the Owner, and their respective officers, directors, employees, agents, and representatives, with respect to claims covered by insurance obtained pursuant to these insurance requirements. The Subcontractor shall cause all sub-subcontractors to contractually waive all rights of subrogation and any other rights of recovery against such parties as respects loss, damage, claims, expenses, suits, or demands howsoever caused.

7. Notice of Cancellation: The Subcontractor shall have all insurance policies endorsed to provide the Contractor with thirty (30) days' prior written notice in the event of cancellation, non-renewal or a reduction in the required coverage or limits. Additionally, the Subcontractor shall provide the Contractor with notice within twenty-four (24) hours of an actual or proposed cancellation, suspension, or non-renewal of the required insurance.

8. Certificate/Evidence of Insurance: Prior to the start of construction, the Subcontractor shall furnish a Certificate of Insurance on the most recent edition of the Acord 25 form to the Contractor, along with all applicable endorsements, evidencing that the coverage, coverage extensions, policy endorsements and waivers of subrogation required under this Subcontract are maintained in force. Subcontractor shall provide complete insurance policy documents upon request by the Contractor. No payments will be made to the Subcontractor under this Subcontract unless an acceptable Certificate of Insurance, along with applicable endorsements, are on file with the Contractor. The Certificate of Insurance must specifically identify the Contractor's project in the "Description" or indicate it applies to all projects performed for the Contractor, and must bear the signature of an authorized representative of each insurer. Should the Subcontractor sublet any portion of this work, the same insurance requirements shall apply to such third party as provided herein. **Failure of the Contractor to request a Certificate of Insurance or other evidence of full compliance with these insurance requirements or failure of the Contractor to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Subcontractor's obligation to maintain such insurance.**

ARTICLE VIII. In addition to the foregoing provisions,

THE SUBCONTRACTOR SHALL:

1. Be bound to the Contractor by the terms of the Contract Documents and this Subcontract, and assume toward the Contractor all of the obligations and responsibilities that the Contractor, by those documents, assumes toward the Owner, as applicable to this Subcontract.

2. Not discriminate against any employee or applicant for employment because of age, disability, race, color, gender, genetics, religion, or national origin.

3. Submit to the Contractor applications for payment on forms provided by the Contractor at such times as stipulated in Article IV so as to enable the Contractor to apply for payment. If payments are made on valuations of work done, the Subcontractor shall, before the first application, submit to the Contractor a schedule of values of the various parts of the work, aggregating the total sum of this Subcontract, made out in such detail as the Subcontractor and the Contractor may agree upon, or as required by the Owner, and, if required, supported by such evidence as to its correctness as the Contractor may direct. This schedule, when approved by the Contractor, shall be used as a basis for Certificates for Payment unless it is found to be in error. In applying for payment, the Subcontractor shall submit a statement based upon this schedule.

If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, and if acceptable to the Owner, such payments shall be in accordance with the terms and conditions of the Contract Documents. A copy of invoices for material stored may be required before payment will be made.

4. Make all claims for extras, for extensions of time and for damage for delays or otherwise (to the extent permitted) within forty-eight (48) hours after the cause thereof or such other time as may be required by the Contract Documents. The Subcontractor's failure to comply with this notice requirement shall constitute a waiver of any claims, rights or other remedy otherwise available to the Subcontractor.

5. Be responsible for the care and protection of this work until the final inspection and acceptance by the Architect and/or Owner. The Subcontractor shall take necessary precaution to properly protect the finished work of other trades.

6. Keep the building and premises clean at all times of debris arising out of the operation of this Subcontract. The Subcontractor shall keep the construction area, including storage areas used by him, at all times free from his rubbish, waste material and debris, and prior to completion of work shall remove from the site any such rubbish, waste materials, and debris, as well as any tools, scaffolding, equipment and materials used by him and not incorporated into the completed work, leaving his work "broom clean" and free and clear of all obstructions and hindrance. In the event of the Subcontractor's failure to so remove such rubbish, waste materials, etc., after twenty-four (24) hours notice the Contractor shall have the right to remove same and charge the cost thereof against moneys due or to become due the Subcontractor. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors, unless otherwise required by the Contract Documents.

7. Comply with all statutory and/or contractual safety requirements applying to his work and/or initiated by the Contractor.

8. Assume responsibility for and shall verify all measurements, lines, grades, dimensions, layouts, colors, qualities, etc., insofar as same are pertinent to the work to be performed by him hereunder. If the Contractor shall furnish any basic reference lines and bench marks to the Subcontractor, such basic reference lines and bench marks must be used by the Subcontractor and the finished work shall agree therewith.

9. Not assign this Subcontract or any amounts due or to become due thereunder without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor, nor further subcontract portions of this Subcontract without written consent of the Contractor.

10. Guarantee his work against all defects of materials and/or workmanship as called for in the Contract Documents, including the plans, specifications and addenda, or if no guarantee is called for, then for a period of one (1) year from the date of final acceptance of the Subcontractor's work by the Owner.

11. Man the job and keep the job adequately supplied with materials and equipment at all times to the complete satisfaction of the Contractor. In that regard the Subcontractor shall furnish sufficient labor and supervisory forces, construction plant, and suitable materials and equipment and shall work such hours as directed by the Contractor, including night shifts, overtime, Saturdays, Sundays, and Holidays as may be necessary to insure prosecution and completion of the work in a skillful and expeditious manner within the time limitations of the Contract Documents, as modified by work directives of the Contractor. The Contractor, from time to time, may request the Subcontractor to provide additional men or increase the supply of materials at the job, and in either event the Subcontractor agrees to comply with any such request within twenty-four (24) hours thereafter or with respect to materials, as soon thereafter as is possible, and the Subcontractor's failure to comply shall constitute a default. In the event the Contractor deems an employee of the Subcontractor incompetent, careless, insubordinate, or otherwise objectionable, the Subcontractor shall remove such employee from the Project. Should the Subcontractor at any time fail to supply a sufficient number of skilled workmen or equipment, or a sufficient quantity of materials of proper quality or fail in any respect to prosecute the work covered by this Subcontract, with promptness and diligence, or fail in the performance of any of the agreements contained in this Subcontract, or should any workmen performing work covered by this Subcontract engage in a strike or other work stoppage, or cease to work due to picketing or other such activity, the Contractor may in any of such events at its option, after twenty-four (24) hours written notice to the Subcontractor, and without prejudice to any other remedy it may have, provide any such labor, equipment, and materials, and deduct the cost thereof from any money then due or thereafter to become due the Subcontractor, or in any of such events, the Contractor may, at its option, and without prejudice to any other remedy it may have, terminate the employment of the Subcontractor for the work under this Subcontract, and shall have the right to enter upon the premises and take possession, for the purpose of completing the work hereunder, of all the materials, tools, and equipment thereon, and to finish the work and provide the materials therefore, either with its own employees or other subcontractors. In case of such discontinuance of the employment by the Contractor, the Subcontractor shall not be entitled to receive any further payments under this Subcontract or otherwise, but shall nevertheless remain liable for any damages which the Contractor incurs. If the expenses incurred by the Contractor in completing the work exceed the unpaid balance, the Subcontractor shall pay the difference to the Contractor along with any other damages incurred by the Contractor as a result of the Subcontractor's default. The Contractor shall have a lien upon all materials, tools, equipment, and appliances taken possession of to secure the payment thereof. The Subcontractor shall be liable to the Contractor for all costs and damages incurred by the Contractor due to

the failure of performance by the Subcontractor, the failure of the Subcontractor to keep the progress of its work up to that of the Contractor or other trades, the failure to execute its work as directed by the Contractor, or the failure to perform any of the agreements contained in this Subcontract.

12. Furnish periodic progress reports of the work as mutually agreed including the progress of materials or equipment under this Subcontract that may be in the course of preparation or manufacture.

13. Make any and all changes or deviations from the original plans and specifications without nullifying this Subcontract when specifically ordered to do so in writing by the Contractor. Prior to the commencement of this revised work, the Subcontractor shall submit promptly to the Contractor written copies of the cost or credit proposal for such revised work in a manner consistent with the Contract Documents.

14. Cooperate with the Contractor and other subcontractors whose work might interfere with the Subcontractor's work and to participate in the preparation of coordinated drawings in areas of congestion as required by the Contract Documents, specifically noting and advising the Contractor of any such interference. Before proceeding with the work under this Subcontract, the Subcontractor agrees to accurately check all previous and surrounding work done by other trades insofar as same affects the work subcontracted hereunder and to determine the correctness of same. The Subcontractor's failure to detect or report discrepancies, before proceeding with his own work, will relieve the Contractor of any and all claims by the Subcontractor to recover cost, expense or damage resulting therefrom. Such cost, expense or damage shall be the sole responsibility of the Subcontractor.

15. Cooperate with the Contractor in scheduling his work so as not to conflict or interfere with the work of others.

16. Promptly submit shop drawings, submittals, and samples, as required in order to carry on said work efficiently and at the speed that will not cause delay in the progress of the Contractor's work or other branches of the work carried on by other subcontractors.

17. In the event the Subcontractor sustains damage or loss through any delay, default, act or omission of any other subcontractor and/or other contractors, their servants, agents or employees, the Subcontractor understands and agrees that the Contractor shall not be liable therefore inasmuch as the Contractor does not assume any responsibility for actions or omissions of other subcontractors and/or contractors; but nothing herein contained shall be construed to limit the Subcontractor from pursuing his legal remedies against any such offending party. In that regard, the Subcontractor shall have no claim against the Contractor for such damage, but shall have the right to recover such damage from the offending party under the provision similar to this provision which has been or will be inserted in contracts with other subcontractors of the Contractor. If the Subcontractor hinders or delays or damages the work of any other subcontractor and/or other contractor, the Subcontractor agrees to be directly responsible to such others for any damages they may suffer as a result of the manner in which the Subcontractor executes the work.

18. Comply with all Federal, State, and local laws and ordinances applying to the building or structure and to comply with and give adequate notices relating to the work to proper authorities and to secure and pay for all necessary licenses or permits to carry on the work as described in the Contract Documents as applicable to this Subcontract.

19. Comply with Federal, State, and local tax laws, Social Security laws, and Unemployment Compensation laws, and any other laws insofar as applicable to the performance of this Subcontract.

20. Be responsible for all cutting, removal, patching, and clearing, openings, channels, chases, flues, sleeves, inserts, hangers, guards, rails, night lights, barricades, pumping, temporary heat, water, electricity, hoists, scaffolds, runways, and clean up which may be necessary in performance of the work hereunder.

21. Agree that all work shall be done subject to the final approval of the Architect and/or Owner's authorized agent, and the Owner's and/or Architect's decision in matters relating to artistic effect shall be final, if within the terms of the Contract Documents.

22. To the fullest extent permitted by law, indemnify, defend and hold harmless the Contractor, the Owner, the Architect/Engineer and any of its consultants, and any and all other parties the Contractor is required to indemnify and hold harmless under the Contract Documents, and all of these entities' officers, directors, shareholders, employees, agents, affiliates, insurers, sureties, legal representatives, heirs, successors and assigns (referred to individually as an "Indemnified Party") from and against any and all claims, demands, injuries, losses, liabilities, causes of action, suits, liens, damages, costs, expenses, attorneys' fees, consultant/expert fees, and other defense costs, arising from or in any way related to the Subcontractor's work on the Project or completion of the terms of this Subcontract. The Subcontractor's indemnification obligation shall arise regardless of whether or not such claims, demands, injuries, losses, liabilities, causes of action, suits, liens, damages, costs, expenses, attorneys' fees, consultant/expert fees, and other defense costs are caused in part by the negligence of an Indemnified Party; provided, however, the Subcontractor shall not be required to indemnify any one Indemnified Party for damages proximately caused by or resulting from the sole negligence of that Indemnified Party. The Subcontractor is, however, in clear and unequivocal terms, required to indemnify any one Indemnified Party for that Indemnified Party's concurrent negligence. In any and all claims against an Indemnified Party by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor, or anyone for whose acts the Subcontractor may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workmen's Compensation acts, disability acts or other employee benefit acts. The Subcontractor's obligations hereunder shall not negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to any Indemnified Party. The foregoing indemnification obligations shall survive the completion or abandonment of the Project or the termination of this Subcontract.

23. Comply with all conditions of Department of Labor's SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION as outlined in Federal Register Volume 36, No. 75, dated April 17, 1971, or as may be thereafter amended. If a citation is given due to negligence, this Subcontractor will be fully responsible for all costs.

THE CONTRACTOR SHALL:

24. Be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner insofar as applicable to this Subcontract.

25. Pay the Subcontractor within seven (7) days after the payment by the Owner of certificates issued under the Contractor's schedule of values, or as described in Article IV herein. The Subcontractor agrees that, to the extent permitted by law, the Contractor's actual receipt of payment from the Owner shall be a condition precedent to the Contractor's obligation to pay the Subcontractor under this Subcontract. The amount of the payment shall be equal to the percentage of completion certified by the Owner or his authorized agent for the work of this Subcontractor applied to the amount set forth under Article IV and allowed to the Contractor on account of the Subcontractor's work to the extent of the Subcontractor's interest therein. The Contractor reserves the right to establish percentage of completion for work to date.

26. Agree that upon the failure to make payments to the Subcontractor as herein provided for any cause not the fault of the Subcontractor within seven (7) days from the Contractor's receipt of payment, then the Subcontractor may upon seven (7) days written notice to the Contractor stop work without prejudice to any other remedy the Subcontractor may have.

27. Not issue or give any instructions, orders or directions directly to employees or workmen of the Subcontractor other than to the persons designated as the authorized representative(s) of the Subcontractor.

28. Make no demand for liquidated damages in any sum in excess of such amount as may be specifically provided in this Subcontract and/or the Contract Documents, provided, however, no liquidated damages shall be assessed against the Subcontractor for delays or causes attributable to other subcontractors for whom the Subcontractor is not responsible.

THE CONTRACTOR AND THE SUBCONTRACTOR AGREE:

29. To the extent permitted or required by law, Subcontractor agrees to participate in and be bound by the dispute resolution procedure for resolving disputes between the Contractor and the Owner that is established by the Prime Contract. Claims, disputes, or other matters in question between the Contractor and the Subcontractor that do not involve the Owner, and arise out of or relate to this Subcontract or breach thereof, shall at Contractor's sole option be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Should Contractor not elect arbitration of any dispute arising out of or relating to this Subcontract or breach thereof, the dispute shall be resolved by litigation in any state or federal court where jurisdiction properly exists. Should Contractor elect to arbitrate any dispute, the demand for arbitration shall be made in writing within a reasonable time after the claim is first presented. The demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations. No arbitration arising out of or relating to this Subcontract shall include, by consolidation, joinder, or in any other manner, an additional person or entity not a party to this Subcontract, except by written consent containing a specific reference to this Subcontract signed by the Contractor and the Subcontractor and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute, or other matter in question not described in the written consent or with a person or entity not named or described therein. If, however, in the Contractor's sole judgment, any dispute between the Contractor and the Subcontractor is related to claims by or against any third party, including subcontractors or suppliers of the Subcontractor and/or the Contractor, the Contractor may, at its sole option, join that third party in the Contractor's arbitration wit h the Subcontractor for adjudication of the related claims. Should any dispute between the contractor and the Subcontractor be arbitrated, the decision rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

30. This Subcontract is solely for the benefit of the signatories hereto and shall be binding upon and inure to the benefit of the Contractor and the Subcontractor, their successors and permitted assigns.

31. This Subcontract is subject to the right of the Owner to terminate the Prime Contract between the Owner and the Contractor as provided therein in which event the provisions of the termination article of the Prime Contract shall become operative as if set forth herein at length and the Contractor shall have the same rights, remedies and privileges with respect to the Subcontractor as the Owner possesses under the Prime Contract with respect to the Contractor. The Subcontractor hereby expressly agrees to comply with all of the obligations with respect to the termination that the Contractor is required to comply with under the terms of the Prime Contract. In the event of such termination, the Contractor's liability to the Subcontractor under this Subcontract shall not exceed the termination allowance which shall be made by the Owner to the Contractor for the work covered herein less such part of said sum as represents the Contractor's overhead and profit allocable thereto.

32. Failure by the Contractor in any instance to insist upon strict observance or performance by the Subcontractor of the terms, conditions or provisions of this Subcontract shall not be deemed a waiver by the Contractor to insist upon strict observance of performance of other terms, conditions, and provisions hereof; waiver of any one breach shall not be deemed a waiver of any other breach; and payment of any sum by the Contractor to the Subcontractor with knowledge of any breach shall not be deemed to be a waiver of any such breach or any other breach.

33. If the Subcontractor's performance of the Work is delayed or otherwise hindered by (1) any unforeseeable causes beyond the control and without any fault or negligence of the Subcontractor, or (2) any other reason recognized by the Contract Documents to be a Force Majeure event, the Subcontractor may request an extension of time for the performance of the Work. Such extension will be granted to the extent permitted under the Contract Documents. An extension of time shall be the Subcontractor's sole and exclusive remedy for any such delay or hindrance. The Subcontractor shall not be entitled to any increase in the Subcontract Amount, or damages of any type, or additional compensation as a consequence of such delay or hindrance. If the delay or hindrance is due in whole or in part to (1) a cause reasonably foreseeable by the Subcontractor, or (2) a cause within the control of the Subcontractor, or (3) the fault or negligence of the Subcontractor or those for whom the Subcontractor is responsible, the Subcontractor shall not be entitled to any extension of time, damages, additional compensation, or any other remedy for the delay or hindrance.

The Subcontractor agrees that it will not be entitled to nor claim any cost reimbursement, compensation or damages for any delay, obstruction or interference to the work except to the extent the Contractor actually recovers such reimbursement, compensation or damages from the Owner under the Contract Documents for that delay, obstruction, or interference. To the extent permitted by law, the Subcontractor waives any and all other claims for reimbursement, compensation or damages due to such delay, obstruction, or interference, however caused.

If the Subcontractor maintains it has been delayed by any cause justifying an extension of time or other remedy permitted by the Contract Documents, the Subcontractor shall provide the Contractor with written notice of that claim within forty-eight (48) hours of the commencement of such delay. The Subcontractor agrees such notice is a condition precedent to the Subcontractor's right to claim an extension of time or other remedy, and the Subcontractor's failure to comply with this notice requirement shall constitute a waiver of any claims, rights or other remedy otherwise available to the Subcontractor for such delay, obstruction, or interference.

34. Each provision of this Subcontract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Subcontract, or portion thereof, is prohibited by law or found invalid under any law, only such invalid provision or portion thereof shall be rendered ineffective. All remaining provisions of this Agreement and valid portions of the questioned provision (which are hereby deemed severable) shall remain in full force and effect. The offending provision shall be enforced to the extent permitted by law or, if permissible, judicially rewritten to give force and effect to the parties' clear intent.

35. Since both the Subcontractor and the Contractor have reviewed this Subcontract, the normal rule of construction that any ambiguities in this Subcontract are to be resolved against the drafting party shall not be employed in the interpretation of this document.

36. This Subcontract shall be construed and enforced under the laws of the State designated in the Prime Contract. If no State is designated, this Subcontract shall be construed and enforced under the laws of the State of South Carolina, without regard to that State's choice of law rules.

37. During the term of this Agreement and for a period of one (1) year after its termination or expiration, neither Party shall directly or indirectly solicit, entice, divert, or hire away, or attempt to solicit, entice, divert, or hire away, any person employed by the other Party with whom the Party had material contact during the term of this Agreement. The Parties acknowledge and agree that the foregoing provision is reasonable and necessary to protect and preserve their interests and that irreparable loss and damage will be suffered by the aggrieved Party should the other Party breach this provision.

38. This Subcontract may be amended only by the written agreement of the Contractor and the Subcontractor. No waiver of any provision nor consent to any exception to the terms of this Subcontract shall be effective unless in writing and signed by the party to be bound, and then only to the specific purpose, extent and instance so provided.

THIS SUBCONTRACT EXPRESSES THE ENTIRE INTENT AND UNDERSTANDING OF THE PARTIES WITH REFERENCE TO THE SUBJECT MATTER HEREOF, AND THERE IS NO OTHER UNDERSTANDING, AGREEMENT, OR REPRESENTATION DEFINING OR RELATING TO THE PROVISIONS HEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract under seal, the day and year first above written.

SUBCONTRACTOR	**M. B. KAHN CONSTRUCTION CO., INC.**
Authorized Subcontractor's Signature	PROJECT MANAGER Project Manager
Type or Print Name/Title	
Attest	Attest

NOTICE TO SUBCONTRACTORS/SUPPLIERS

M. B. KAHN CONSTRUCTION CO., INC. is a federal contractor as defined by 41 CFR 60-4.1, 41 CFR 60 - 250.1, and 41 CFR 60-741.1. As our Subcontractor/Supplier, you may be subject to those regulations. Accordingly, the notices and provisions required by 41 CFR 60-1 *et seq.*, including but not limited to 41 CFR 60-1.4, 41 CFR 60-250.1(b), and 41 CFR 60-741.5(b), are incorporated herein by reference to the extent required by law

ATTACHMENT "A"

PROJECT: PROJECT

SUBCONTRACTOR

XX/XX/XXXX

SAFETY REQUIREMENTS

Your attention is called to Article VIII paragraph 23 of your Subcontract Agreement with M. B. KAHN CONSTRUCTION CO., INC.

These provisions require that you not only comply with the Occupational Safety and Health Standards of the Department of Labor in the performance of your subcontract, but with all safety requirements set forth by M. B. Kahn Construction Co., Inc., as well.

The on-site superintendent or other authorized representative of M. B. KAHN CONSTRUCTION CO., INC. will enforce safety regulations in a manner that best promotes operation of a safe and productive work place. These safety requirements may exceed those of the Occupational Safety and Health Administration.

M. B. KAHN CONSTRUCTION CO., INC. will take whatever actions necessary and legally available to fully enforce these requirements and all subcontract provisions.

SUBCONTRACTOR

Authorized Subcontractor's Signature

M. B. KAHN CONSTRUCTION CO., INC.

PROJECT MANAGER

Project Manager

ATTACHMENT "B"

PROJECT: PROJECT

SUBCONTRACTOR

XX/XX/XXXX

ALCOHOL, DRUG, AND BACKGROUND SCREENING

Alcohol and Drug Screening

The Subcontractor will comply with all articles of the Contractor's "Alcohol and Drug Testing Policy" as follows, or with a program substantially similar to this policy, which is intended to create and maintain a safe workplace free of alcohol and drug abuse. Subcontractor shall ensure that drug and alcohol testing is conducted in compliance with all applicable laws.

The Subcontractor may, at its discretion, make pre-employment testing optional unless required by the owner.

The emphasis of M. B. KAHN CONSTRUCTION CO., INC.'s Alcohol and Drug Testing Policy is that the safety and health of employees is of paramount concern. A work place free of drugs and alcohol abuse is an extremely important factor in maintaining a safe work environment.

Possession, use or distribution of illegal drugs or alcoholic beverages on company property or jobsites, including parking lots and company vehicles, or reporting to work under the influence of illegal drugs or alcoholic beverages will result in discipline up to and including termination.

The policy uses drug and alcohol testing in the following circumstances:

1. **Pre-employment**: Only applicants who are offered a position may be tested before being employed. Pre-employment job applicants who test positive will not be hired. Refusal to submit to testing is automatic grounds for the company to refuse to consider the applicant for employment.

2. **Owner/Client Requirement**: An employee may be required by an owner to submit to testing before working on the project.

3. **Accident/Incident**: An employee involved in an on-the-job accident, incident, or near accident will be required to submit to testing within 24 hours of the accident/incident. This includes all employees involved in the accident\incident. An incident is any unexpected or unplanned event that caused or could have caused injury or damage.

4. **Testing For Cause**: Employees may be asked to submit to a test if cause exists to indicate that their health or ability to perform work may be impaired. Factors that would establish cause include, but are not limited to: physical evidence of illicit substances, patterns of erratic or abnormal behavior, disorientation or confusion, inability to complete routine tasks, sudden change in work performance, repeated failure to follow instructions or work procedures, violation of safety policy, failure to follow safe work practices, conviction for a drug-related offense, etc.

5. **Random Testing**: All employees are subject to random testing once a month. An employee may be randomly selected more than once or not at all during the calendar year. The random selection procedure places all employees in a computer-based pool.

6. **Commercial Vehicle Operators**: Employees who operate commercial vehicles for the company are subject to testing as required for general employees. Drivers are also subject to testing as required by federal and state statutes.

Refusal to submit to testing in any of the above circumstances, or a positive test, is grounds for termination. An employee may become eligible for rehire upon completion of the company's Employee Assistance Program.

ATTACHMENT "B" continued

PROJECT: PROJECT

SUBCONTRACTOR

XX/XX/XXXX

ALCOHOL, DRUG, AND BACKGROUND SCREENING PROGRAM

Background Screening

Subcontractor shall ensure that background checks are conducted in compliance with all applicable federal, state, and local laws and regulations. Subcontractor shall ensure that background checks are conducted on employees covering the counties, states, and/or countries in which the person was employed or resided for the past seven (7) to ten (10) years. Subcontractor shall require the same of independent contractor(s) or additional tiered subcontractor(s).

Anyone on a sex offender registry is not permitted on M. B. Kahn job-sites. Contractor reserves the right to verify that all employees, 1099 contractors of any subcontractor, and temporary laborers have been screened. Contractor may randomly select subcontractors on a quarterly basis and require an additional affidavit of compliance with the background screening procedures.

Owner/Client Requirement: Additional background screening(s) may be required of subcontractors as required by owner/client.

SUBCONTRACTOR

Authorized Subcontractor's Signature

M. B. KAHN CONSTRUCTION CO., INC.

PROJECT MANAGER
Project Manager

ATTACHMENT "C"

PROJECT: PROJECT

SUBCONTRACTOR

XX/XX/XXXX

NPDES GENERAL PERMIT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES THAT ARE CLASSIFIED AS "ASSOCIATED WITH INDUSTRIAL ACTIVITY" BY EPA REGULATION (PERMIT No. ******)**

CO-PERMITTEE AGREEMENT

All contractors and subcontractors of the owner/operator whose activities at the construction site may impact storm water discharges or controls at the construction site along the duration of the construction project, shall sign a copy of the certification statement given below:

"I certify by my signature below that I accept the terms and conditions of the Storm Water Pollution Prevention Plan (SWPPP)as required by the general National Pollutant Discharge Elimination System (NPDES Permit No.(********)issued to the owner/operator of the construction activity for which I have been contracted to perform construction related professional services. Further, by my signature below, I understand that I am becoming a co-permittee with the owner/operator and other contractors that have been co-permittees to the general NPDES permit issued to the owner/operator of the facility for which I have been contracted to perform professional construction services. As a co-permittee, I understand that I, and my company, as the case may be, are legally accountable to the Georgia Department of natural Resources Environmental Protection Division (GNREPD) under the authorities of the federal Clean Water Act and the Georgia Water Quality Control Act, to ensure compliance with the terms and conditions of the SWPPP. I also understand that GNREPD enforcement actions may be taken against any specific co-permittee or combination of co-permittees if the terms and conditions of the SWPPP are not met. Therefore, having understood the above information, I am signing this certification and am receiving co-permittee status to the aforementioned general permit." The date of the signature, the title of the person providing the signature, and the name, address, and telephone number of the contracted firm, shall also be provided. In the event the SWPPP is amended by the owner, such amendments should be incorporated to the plan and the contractors and subcontractors should acknowledge by signature.

The signatory requirements of Georgia's Water Control Act and Regulations for Water Quality Control, Chapter 391-3-6, as provided in Part VI.G of Permit No.(********) are applicable to each contracted entity that must sign the contractor's certification statement. Upon signing the certification, the contractor is a co-permittee and becomes accountable to GNREPD to ensure the terms and conditions of Permit No.(********)are implemented. All co-permittees are subject to GNREPD enforcement actions if Permit No.(********)conditions are not met. Enforcement actions may be taken against any specific co-permittee or combination of co-permittees, with consideration given to the party responsible for the violation. The owner/operator submitting the NOI shall retain all contractor certifications for at least three years after a contractor has completed work at the site. Copies of all contractor certifications and a copy of Permit No.(********)shall be retained on the site of the construction activity. The owner/operator of the construction project covered by Permit No.(********)shall make all contractor certifications available upon request to GNREPD.

CONTRACTOR'S CERTIFICATION
Certification as co-permittee with XXXXXX under the Georgia NPDES General Permit for Storm Water Discharges from Construction Activities that are classified as "Associated with Industrial Activity" by EPA Regulation (Permit No. ********).
I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction project of the owner/operator identified as part of this certification.

SUBCONTRACTOR

Authorized Subcontractor's Signature

M. B. KAHN CONSTRUCTION CO., INC.

PROJECT MANAGER

Project Manager

ATTACHMENT "D"

PROJECT: PROJECT

SUBCONTRACTOR

XX/XX/XXXX

ILLEGAL IMMIGRATION REFORM

The Contractor is committed to the following, and the Subcontractor certifies that it will comply with the following:

The Subcontractor will require all employees to complete an I-9 form, confirming identity and employment eligibility, within three days of hire.

The Subcontractor will comply with all federal, state, and local employment verification laws.

If federal funds are involved in this project, the Subcontractor will participate in E-Verify, the Internet-based system operated by the federal government that electronically verifies employment eligibility.

The Subcontractor agrees to provide any documentation required to establish the applicability and compliance of these requirements to its Sub-subcontractor, and agrees to include in any contracts with its Sub-subcontractors language requiring those Sub-subcontractors to also comply with these requirements.

SUBCONTRACTOR

Authorized Subcontractor's Signature

M. B. KAHN CONSTRUCTION CO., INC.

PROJECT MANAGER
Project Manager

M. B. Kahn
KAHN Construction Co., Inc.

P O BOX 1179, COLUMBIA, SC 29202
PHONE 803-736-2950 – FAX 803- 736-5833

SUBCONTRACTOR APPLICATION FOR PAYMENT

DATE:_____

REMIT TO:

Vendor Id

Vendor Name **SUBCONTRACTOR**

Remit Address

MBK Job Id

Project Name **PROJECT**

Project Address

For the Billing Period _____ **through** _____

Start Date End Date

We, or I, certify that the listed work is in place and the materials stored.

CODE	DESCRIPTION OF WORK	CONTRACT AMOUNT	COMPLETED TO DATE
	TOTAL		

1. **Original Contract Sum** 1. $ _____
2. **Net Chg by Change Orders** 2. $ _____
3. **Contract Sum to Date** (Line 1 + 2) 3. $ _____
4. **COMPLETED & STORED**
   - (a) **Completed Work** _____
   - (b) **Materials Stored** _____

   Total Completed & Stored to Date (Line 4a + 4b) 4. $ _____
5. **Retainage** 5. $ _____
6. **Total less Retainage** (Line 4 less Line 5 Total) 6. $ _____
7. **Less Previous Applications** (Line 6 from prior Certificate) 7. $ _____
8. **CURRENT PAYMENT DUE** 8. $ _____

SUBCONTRACTOR

_____
Authorized Subcontractor's Signature

_____

M. B. KAHN CONSTRUCTION CO., INC.

_____
PROJECT MANAGER
Project Manager

RELEASE OF LIEN AND GENERAL RELEASE

Partial Release ☐

Final Release ☐

(Conditional Upon Payment)

Owner
Contractor M. B. KAHN CONSTRUCTION CO., INC.
Project
Address

Releasing Party _____

Releasing Party is a ☐Subcontractor ☐Vendor ☐Vendor to the Subcontractor ☐Sub-subcontractor to the Subcontractor

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the Releasing Party, who is identified above, has furnished material, stored materials, equipment, supplies or labor or some or all of them in connection with the referenced Project and the work required by the prime contract between the Owner and the Contractor for the Project.

NOW THEREFORE, having first been duly sworn and upon receipt of and in consideration of payment of the sum of _____ ($_____), to be paid to the Releasing Party, which sum satisfies all conditions of this release and represents the full, final, and last amount owed to the Releasing Party as of _____, (Release Date). Releasing Party does hereby:

1. Certify and represent to Contractor and Owner that all persons, firms, associations, corporations or other entities who have furnished labor, materials, stored materials, equipment or supplies to, for, or on behalf of Releasing Party in connection with the Releasing Party's performance or obligations related to the Project have been paid in full as of Release Date including any and all applicable taxes, duties, license fees and royalties, except the following (none unless noted): _____

2. Release and waive any and all liens which Releasing Party, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Releasing Party.

3. Release and forever discharge Contractor, Surety, Owner, and their respective affiliates, successors and assigns, from any and all claims, demands and causes of action of any kind, including demands to or against any surety bond, which Releasing Party or its affiliates, successors or assigns have or may have in the future arising out of anything which has occurred or failed to occur as of Release Date in connection with the Project or labor, material, stored materials, equipment or supplies furnished by Releasing Party, except the following (none unless noted): _____

4. Agree to indemnify and hold harmless Contractor, Surety, Owner, and their respective affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, stored materials, equipment of supplies to, for, or on behalf of the Releasing Party in connection with the Releasing Party's performance or obligations related to the Project as of Release Date.

5. Certify and represent that the person signing on behalf of the Releasing Party has the authority to bind and obligate the Releasing Party hereto.

IN WITNESS WHEREOF, Releasing Party has caused this Release of Lien and General Release to be executed by its duly authorized owner, partner, agent or officer on the Release Date: the _____ day of _____ , 20_____ .

_____
Name of Releasing Party

_____
Authorized Signature & Title

_____ _____
Notary Public My Commission Expires

Subscribed and sworn to me this _____ day of _____, 20_____, A.D.

Notarial Seal

M. B. Kahn Construction Co., Inc.

Instructions for Completing the Certificate of Insurance

Subcontract – Article VII

1 **The name of the "Insured"** must match the name as it appears on the Subcontract Agreement.

2 **Workers Compensation Insurance** must provide statutory coverage, and have Employers' Liability limits of not less than $500,000 / $500,000 / $500,000. If any proprietor/partner/executive officer/member is excluded, then their names must be listed on the Certificate.

3 **Commercial General Liability** must have a Per Project general aggregate of not less than $2,000,000, with not less than $1,000,000 per occurrence.

4 **Automobile Liability** must give reference to "Any Auto" and have limits of liability of not less than $1,000,000.

5 **Excess Liability** must have limits of liability of not less than $1,000,000 and "Follow Form" as respects the Employers Liability, General Liability, and Automobile Liability, including additional insured and waiver of subrogation as applicable.

6 **Cancellation**: All insurance policies must be endorsed to provide thirty (30) days prior written notice to the Certificate holder in the event of cancellation or non-renewal.

7 **Description of Operations/Locations** must include wording as follows. Please include endorsement form numbers where indicated and provide copies of all endorsements. "Certificate holder, Owner, and any other party required by contract are included as an additional insured on the general liability policy under endorsements **CG2010 04/13** (ongoing operations), **CG 2037 04/13** (completed operations), the automobile liability policy under endorsement **CA 2048 10/13**, and on the umbrella/excess policy (follow form). Additional insured coverage is provided on a primary and non-contributory basis via endorsements **CG 2001 04/13 and CA 2048 10/13**. Waivers of subrogation in favor of the additional insureds are provided on GL, AL and WC policies as required by contract per endorsement **CG 2404 05/09**, **CA 0444 10/13**, and **WC 000313**. All required insurance policies are endorsed to provide thirty (30) days prior written notice (10 days prior written notice for cancellation due to non-payment of premium) to the certificate holder in the event of cancellation or non-renewal per endorsements **IL 7035 06/08** and **WC 990633**. The GL General Aggregate applies to any and all projects performed by the Named Insured for the Certificate Holder per endorsement **CG 2503 05/09**."

8 **Certificate Holder** must be completed as follows:
M. B. KAHN CONSTRUCTION CO., INC.
P O BOX 1179
COLUMBIA, SC 29202-1179

All additional insured, waiver of subrogation, primary/non-contributory, per project aggregate, and notice of cancellation endorsements must be attached to the COI. These instructions and sample COI, including endorsements can be found at https://www.mbkahn.com/wp-content/uploads/2017/02/Certificate-of-Insurance-Instructions-and-Sample.pdf. If the AI, WOS, and Per Project Aggregate endorsements are written on a "blanket" basis, then we may be able to only require one COI per policy period instead of for each and every project you perform for us.

Client#: 231924 17MBKAH

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:	
Sample Certificate	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Company	
INSURED	INSURER B : Insurance Company	
1 Subcontractor ABC PO Box 123 City, State, Zip Code	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	
A	X COMMERCIAL GENERAL LIABILITY	X	X	Policy #	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE	$1,000,000
3	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	Policy #	MM/DD/YYYY	MM/DD/YYYY	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
4	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	Policy #	MM/DD/YYYY	MM/DD/YYYY	EACH OCCURRENCE	$1,000,000
5	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	Policy #	MM/DD/YYYY	MM/DD/YYYY	X PER STATUTE OTH-ER	
2	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

7 Certificate Holder, Owner, and any other party required by contract are included as additional insured on the general liability policy under endorsement CG 2010 04/13 (ongoing operations), CG 2037 04/13 (completed operations), the automobile liability policy under endorsement CA 2048 10/13, and on the umbrella/excess policy (follow form). Additional insured coverage is provided on a primary and non-contributory basis via endorsement CG 2001 04/13 and CA 2048 10/13. Waiver of Subrogation in favor of the additional insureds are (See Attached Descriptions)

CERTIFICATE HOLDER

8 M. B. Kahn Construction Co., Inc
PO Box 1179
Columbia, SC 29202-1179

CANCELLATION

6 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

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DESCRIPTIONS (Continued from Page 1)

provided on GL, AL and WC policies as required by contract per endorsements CG 2404 05/09, CA 0444 10/13 and WC 000313. All required insurance policies are endorsed to provided thirty (30) days prior written notice (10 days prior written notice for cancellation due to non-payment of premium) to the certificate holder in the event of cancellation or non-renewal per endorsements IL 7035 06/08 and WC 990633. The GL General Aggregate applies to any and all projects performed by the Named Insured for the Certificate Holder per endorsement CG 2503 05/09.