CROSSLAND
CONSTRUCTION COMPANY, INC.

PACKET LIST & TERMS OF PAYMENT

1. **SUBCONTRACT AGREEMENT:** Please print, sign and return **two (2)** copies of the included Subcontract Agreement to our office **BEFORE** you begin work onsite. Once the Agreement has been executed, one original Contract shall be returned to you for your files.

2. **APPLICATION FOR PAYMENT:** All Applications for Payment submitted to our company should be in an AIA or similar format, subject to approval. Please see the included sample form for your use.

   Prior to acceptance of your initial Application for Payment, a Schedule of Values should be submitted on an AIA or similar Continuation Sheet. The Schedule of Values will be reviewed for compliance, if it is not sufficient to determine total material/equipment cost or supplier total cost, the Continuation Sheet will be rejected and payment will be held until a revised Schedule is approved.

Submitting the Application for Payment All Applications for Payment should be submitted to our Accounts Payable Department in our corporate office and a copy sent to the Crossland project manager for the job. *If your records differ from this request, please make the appropriate changes in your system at this time.*				
Email to:	subs@crosslandconstruction.com *AND* copy the project manager	***OR***	*Mail to:*	Crossland Construction Co., Inc. Attn: AP Dept. PO Box 45 Columbus, KS 66725 *AND* copy the project manager

3. **W-9 FORM:** Please fill out the required information on the included form and return it with the Subcontract Documents. *(Once you have submitted this form to Crossland, you will only need to submit it again if specifically requested or if you have any contact information changes.)*

4. **PROOF OF INSURANCE:** Include a current, project specific, Certificate of Insurance with the returned Subcontract Documents. A *sample copy* of the Certificate of Liability Insurance is included for your reference. Insurance limits must be as specified in the Subcontract Agreement.

5. **LIST OF SUPPLIERS AND/OR SUBCONTRACTORS:** The Subcontractor Contact Information form must be completed along with the authorization letter, which authorizes us to contact suppliers regarding your account. Every supplier and/or subcontractor you are using for this project must be listed. Any changes should be communicated to Crossland in a timely manner. If your company does not use any suppliers (*materials in house*), we request that the form be returned and note "All materials/equipment provided in-house." Return both documents with the Subcontract Documents.

6a. PERFORMANCE & PAYMENT BONDS: If the subcontract between Crossland Construction Co., Inc. and your company is over $100,000, we require a Performance and Payment Bond. If your contract is required to be bonded because it is over $100,000 or because of other requirements, use the included checklist and bond forms. *Please use these forms and only these forms.*

OR

6b. JOINT CHECK AGREEMENT: If the subcontract between Crossland Construction Co., Inc. and your company is NOT BONDED, provide a Joint Check Agreement for each 2nd tier supplier and/or subcontractor. Joint Check Agreements are to be submitted before any payment will be paid on the corresponding material/equipment.

SUBCONTRACTOR'S APPLICATION AND CERTIFICATION FOR PAYMENT

TO CONTRACTOR: **CROSSLAND CONSTRUCTION COMPANY, IN**

Mail to : Attn: AP Dept, PO Box 45, Columbus, KS 66725

OR *Email to:* subs@crosslandconstruction.com

(Email a copy to Crossland's Project Manager)

FROM SUBCONTRACTOR:

SUBCONTRACT FOR:

PROJECT:

APPLICATION NO:

DATE:

PERIOD TO:

CONTRACT DATE:

PROJECT NO:

Distribution to:

- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. **ORIGINAL CONTRACT SUM** $ _____
2. **Net change by Change Orders** $ _____
3. **CONTRACT SUM TO DATE** (Line 1 + 2) $ _____
4. **TOTAL COMPLETED & STORED TO DATE** $ _____
   (Column G on Continuation Sheet)
5. **RETAINAGE:**
   a. _____ % of Completed Work $ _____
   (Column D + E on Continuation Sheet)
   b. _____ % of Stored Material $ _____
   (Column F on Continuation Sheet)
   Total Retainage (Lines 5a + 5b or
   Total in Column I of Continuation Sheet) $ _____
6. **TOTAL EARNED LESS RETAINAGE** $ _____
   (Line 4 Less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
   (Line 6 from prior Certificate) $ _____
8. **CURRENT PAYMENT DUE** $ _____
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CERTIFICATION

The undersigned Subcontractor certifies that to the best of the Subcontractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Contractor, and that current payment shown herein is now due.

SUBCONTRACTOR:

By: _____ Date: _____

State of:
County of:
Subscribed and sworn to before me this day of
Notary Public:
My Commission expires:

CONTINUATION SHEET

APPLICATION FOR PAYMENT, containing
Subontractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
CONTRACTOR'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	GRAND TOTALS								

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

STATE OF_____)
) SS
COUNTY OF_____)

WHEREAS_____ (herein called "Subcontractor") has been contracted by Crossland Construction Company, Inc. to furnish labor, material services or goods (hereafter referred to as "Work") under _____at the premises

on which the herein described project is located: _____

THEREFORE, Subcontractor for and in consideration of a progress payment of $_____ ,the receipt of which Subcontractor hereby acknowledges, together with all previous amounts received in compensation for Subcontractor's Work, does hereby waive and release and any and all state or federal payment bond right(s), common law payment bond rights, claim(s) (statutory, common law or otherwise), or right of lien(s) including mechanic's, construction, materialmen's or other liens, on account of labor, materials, services, or goods furnished through _____by Subcontractor in connection with the Subcontractor's Work which Subcontractor has or may have against Crossland, the owner, the project and/or the above-described premises. Further, Subcontractor hereby agrees to indemnify and hold harmless Crossland, its surety (if any), and Owner against any and all costs, liabilities, damages, and expenses of whatever nature (including attorneys' fees) incurred as a result of any claim or lien asserted or filed by anyone against Crossland, its surety (if any), or Owner relating to the Work and/or the filing of any mechanic's, construction, materialmen's or other lien for any reason by any party who has provided labor, materials, services or goods for the Work, and in furtherance hereof agrees to immediately take, at its sole expense, whatever actions are necessary to satisfy any such claim or to remove any such lien which may be filed.

Check Appropriate Box:

- ☐ I declare under oath that I have not subcontracted any part of the Work and that all material furnished under the Work has been furnished from my own stock and has been paid for in full. (If this box is checked, you do not need to execute Subcontractor's Affidavit on the back side of this page hereof.)
- ☐ I subcontracted part or all of the Work, some or all material furnished under the Work was not from my own stock, some or all material furnished under the Work has not been paid for in full. (If this box is checked, you must execute Subcontractor's Affidavit on the back side of this page, which is made a part hereof.)

Signed this_____day of_____,20_____ _____(Subcontractor)

By:_____(Officer)

Its:_____

Execute Either A or B below:

A. IF CORPORATION OR PARTNERSHIP

I,_____, a Notary Public in and for said county in said state, hereby certify that _____whose title as_____of_____, a corporation (partnership), has signed the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, (s)he, as such officer (partner) and with full authority, executed the same voluntarilyfor and as the act of said corporation (partnership) on the day the same bears date.

B. IF INDIVIDUAL

I,_____, a Notary Public in and for said county in said state, hereby certify that _____whose name is signed to the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this_____day of_____, 20_____.

My commission Expires:

_____ _____
Notary Public

SUBCONTRACTOR'S AFFIDAVIT

STATE OF_____)
) SS
COUNTY OF_____)

The undersigned, first being duly sworn, deposes and says that (s)he is the (officer/partner – title) _____ of (company name)_____the Subcontractor referred to in the PARTIAL RELEASE AND WAIVER OF LIEN on the front hereof contracted by Crossland Construction Co., Inc. ("Crossland") to furnish the Work on Owner's premises and that the total amount of the Subcontract Agreement is $_____of which (s)he/it has received payment of $_____; and that the following statement includes the name of all parties who have furnished or who have been contracted with by Subcontractor/affiant to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due to each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

NAME AND ADDRESS	PURPOSE	SUBCONTRACTOR/ VENDOR PRICE	AMOUNT PAID	AMOUNT NOW DUE
TOTAL LABOR AND MATERIAL TO COMPLETE (if more, list on serparate sheet)				

All material (except as above listed) has been or will be furnished from my own stock and has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

Signed this_____day of_____, 20_____ _____
Affiant

I,_____, a Notary Public in and for said county in said state, hereby certify that _____whose name is signed to the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this_____day of_____, 20_____.

_____
Notary Public

PARTIAL RELEASE AND WAIVER OF LIEN

STATE OF _____)
) SS
COUNTY OF _____)

WHEREAS, _____(herein called "Subcontractor") has been contracted by Crossland Construction Company, Inc. ("Crossland") to furnish labor, material services or goods under job _____(hereafter referred to as "Work") for the premises on which the following

described project is located_____.

THEREFORE, Subcontractor for and in consideration of a partial payment of $_____ which together with prior payments constitutes a total payment to date of $_____ except retainage if any, and other good and valuable consideration, does hereby waive and release Work and all labor, material, services or goods provided pursuant to or related to the Work which was performed or provided prior to _____ (date) and any and all lien(s), claim(s), or right of lien(s) relating to Mechanic's, Construction, Materialmen's or other Liens, on the above-described premises and all improvements thereon, and on the monies or other considerations due or to become due from Crossland on account of labor, materials, services, or goods furnished prior to _____ (date) except retainage if any, by Subcontractor for the Work for the above-described premises. Further, Subcontractor hereby agrees to indemnify and hold harmless Crossland, its Surety (if any), and Owner against any and all costs, liabilities, damages, and expenses of whatever nature (including attorneys' fees) incurred as a result of any claim asserted or filed by anyone against Crossland, its Surety (if any), or Owner relating to the Work and/or the filing of any Mechanic's Construction, Materialmen's or other Lien for any reason by any party who has provided labor, materials, services or goods for the Work, and in furtherance hereof agrees to immediately take at its sole expense whatever actions are necessary to satisfy any such claim or to remove any such lien which may be filed.

Check Appropriate Box:

- ☐ I declare under oath that I have not subcontracted any part of the Work and that all material furnished under the Work has been furnished from my own stock and has been paid for in full. (If this box is checked, you do not need to execute Subcontractor's Affidavit on the back side of this page hereof.)
- ☐ I subcontracted part or all of the Work, some or all material furnished under the Work was not from my own stock, some or all material furnished under the Work has not been paid for in full. (If this box is checked, you must execute Subcontractor's Affidavit on the back side of this page, which is made a part hereof.)

Signed this _____ day of _____, 20____ _____As Subcontractor

By:_____(Officer)

Its:_____

Execute Either A or B below:

A. IF CORPORATION OR PARTNERSHIP

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose title as _____ of _____, a corporation (partnership), has signed the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, (s)he, as such officer (partner) and with full authority, executed the same voluntarily for and as the act of said corporation (partnership) on the day the same bears date.

B. IF INDIVIDUAL

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing Partial Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 20____.

My commission Expires:

_____ _____
Notary Public

SUBCONTRACTOR'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, first being duly sworn, deposes and says that (s)he is the (officer/partner – title) _____ _____ of (company name) _____ the Subcontractor referred to in the PARTIAL RELEASE AND WAIVER OF LIEN on the front hereof contracted by Crossland Construction Company, Inc. ("Crossland") to furnish the Work on Owner's premises and that the total amount of the Subcontract Agreement is $_____ of which (s)he/it has received payment of $_____; and that the following statement includes the name of all parties who have furnished or who have been contracted with by Subcontractor/affiant to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due to each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

NAME AND ADDRESES	PURPOSE	SUBCONTRACTOR/ VENDOR PRICE	AMOUNT PAID	AMOUNT NOW DUE
TOTAL LABOR AND MATERIAL TO COMPLETE (if more, list on separate sheet)				

All material (except as above listed) has been or will be furnished from my own stock and has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

Signed this _____ day of _____, 20____ _____
Affiant

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing Subcontractor's Affidavit and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 20____.

_____
Notary Public

FINAL RELEASE AND WAIVER OF LIEN

STATE OF _____)
) SS
COUNTY OF _____)

WHEREAS, _____ (herein called "Subcontractor") has been contracted by Crossland Construction Co., Inc. ("Crossland") to furnish labor, material services or goods under Subcontract No. _____ dated _____ (hereafter referred to as "Work") for the premises on which the following described project is located: _____ of which _____ is the "Owner".

THEREFORE, Subcontractor for and in consideration of a final payment of $_____ which together with prior payments constitutes a total payment of $_____ and other good and valuable consideration, does hereby waive and release any and all claims of any nature which Subcontractor has or may have against Crossland, its Surety (if any), or Owner and all claim or right of lien relating to Mechanic's, Construction, Materialmen's or other Liens, on the above-described premises and all improvements thereon, and on the monies or other considerations due or to become due from Crossland on account of labor, materials, services, or goods heretofore furnished at any time hereafter by Subcontractor for the Work for the above-described premises. Further, Subcontractor hereby agrees to indemnify and hold harmless Crossland, its Surety (if any), and Owner against any and all costs, liabilities, damages, and expenses of whatever nature (including attorneys' fees) incurred as a result of any claim asserted or filed by anyone against Crossland, its Surety (if any), or Owner relating to the Work and/or the filing of any Mechanic's Construction, Materialmen's or other Lien for any reason by any party who has provided labor, materials, services or goods for the Work, and in furtherance hereof agrees to immediately take at its sole expense whatever actions are necessary to satisfy any such claim or to remove any such lien which may be filed.

Check Appropriate Box:

- ☐ I declare under oath that I have not subcontracted any part of the Work and that all material furnished under the Work has been furnished from my own stock and has been paid for in full. (If this box is checked, you do not need to execute Subcontractor's Affidavit on the back side of this page hereof.)
- ☐ I subcontracted part or all of the Work, some or all material furnished under the Work was not from my own stock, some or all material furnished under the Work has not been paid for in full. (If this box is checked, you must execute Subcontractor's Affidavit on the back side of this page, which is made a part hereof.)

Signed this _____ day of _____, 20____ _____As Subcontractor

By:_____(Officer)

Its:_____

Execute Either A or B below:

A. IF CORPORATION OR PARTNERSHIP

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose title as _____ of _____, a corporation (partnership), has signed the foregoing Final Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing, (s)he, as such officer (partner) and with full authority, executed the same voluntarily for and as the act of said corporation (partnership) on the day the same bears date.

B. IF INDIVIDUAL

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing Final Release and Waiver of Lien, and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 20____.

My commission Expires:

_____ _____
Notary Public

SUBCONTRACTOR'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, first being duly sworn, deposes and says that (s)he is the (officer/partner – title) _____ _____ of (company name) _____ the Subcontractor referred to in the FINAL RELEASE AND WAIVER OF LIEN on the front hereof contracted by Crossland Construction Co., Inc. ("Crossland") to furnish the Work on Owner's premises and that the total amount of the Subcontract Agreement is $_____ of which (s)he/it has received payment of $_____; and that the following statement includes the name of all parties who have furnished or who have been contracted with by Subcontractor/affiant to furnish material or labor for the Work and the amounts furnished by, contracted for, paid or due and to become due to each; and that the items mentioned include all labor and material required to complete said Work according to plans and specifications:

NAME AND ADDRESES	PURPOSE	SUBCONTRACTOR/ VENDOR PRICE	AMOUNT PAID	AMOUNT NOW DUE
TOTAL LABOR AND MATERIAL TO COMPLETE (if more, list on separate sheet)				

All material (except as above listed) has been or will be furnished from my own stock and has been paid for in full.

The undersigned further states that there are no other contracts for said Work outstanding; that there are not any claims made or to be made by and that there is nothing due or to become due to any person for material, labor, or other work of any kind done or to be done upon or in connection with said Work other than above stated; that all releases and waivers are true, correct, and genuine and delivered unconditionally; and that there is no claim either legal or equitable to defeat the validity of said releases and waivers.

Signed this _____ day of _____, 20____ _____
Affiant

I, _____, a Notary Public in and for said county in said state, hereby certify that _____ whose name is signed to the foregoing Subcontractor's Affidavit and who is known to me, acknowledged before me on this day that, being informed of the content of the above and foregoing, (s)he, has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this _____ day of _____, 20____.

_____
Notary Public

CROSSLAND
CONSTRUCTION COMPANY, INC.

833 S. East Avenue * P.O. Box 45
Columbus, KS 66725
tel 620.429.1414

NEED W-9 INFORMATION

BEFORE ANY PAYMENT WILL BE PROCESSED!!!

NEW ACCOUNT

SET UP INFORMATION

Please make sure the information that is submitted on the W-9 is exactly the same information submitted to the IRS!

For instance,

- If you are an **LLC** please include this in the name portion of the W-9
- If you are **INC** include this on the name portion.
- If a **Social Security** number is submitted as your TIN we must have your name or name of the taxpayer that matches the SS# supplied to Crossland Construction Company, Inc.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Client#: 11231 CROSCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Agent

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurer Company Name	XXXXX
INSURER B : Insurer Company Name	XXXXX
INSURER C : Insurer Company Name	XXXXX
INSURER D : Insurer Company Name	XXXXX
INSURER E :	
INSURER F :	

INSURED
Subcontractor Name
Subcontractor Mailing Address

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	
	GENERAL LIABILITY			Policy Number	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			Policy Number	XX/XX/XXXX	XX/XX/XXXX	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR			Policy Number	XX/XX/XXXX	XX/XX/XXXX	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $ $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy Number	XX/XX/XXXX	XX/XX/XXXX	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Re: Subcontractor Sample Certificate

1. List Project Description

2. Subcontractor waives all rights agains the General Contractor, Owner and Architect and their Agents, (See Attached Descriptions)

CERTIFICATE HOLDER

Crossland Construction Co., Inc.
PO Box 45
Columbus, KS 66725

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Officers, Directors and Employees on the Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability, Builders Risk and Workers Compensation and Employers Liability coverage to the fullest extent allowed by law.

3. Commercial General Liability is written on ISO Occurrence Form CG0001(10-93) or a substitute form providing equivalent coverage. General Contractor, Owner and all other parties required of the General Contractor are included as Additional Insureds with Completed Operations, using ISO Additional Insured Endorsement CG2010(11-85) or CG2010 (10-93) AND CG2037 or CG2033 and CG2037, or an endorsement providing equivalent coverage to the Additional Insureds. Completed Operations coverage is to remain in effect for at least 2 years after the completion of the work. This coverage is Primary and Non-Contributory insurance before any other insurance or self-insurance, including any deductible maintained by, or provided to the Additional Insured. Stop Gap coverage is included, if applicable, for the following states: North Dakota, Ohio, Washington or Wyoming.

4. If any portion of the work is waterborne or afloat, then Subcontractor or Sub-subcontractor will provide a Marine Liability policy with the same limits as primary Commercial General Liability policy. The Marine Liability policy will include Primary Non Contributory Additional Insured endorsement for General Contractor, Owner and all other parties required of the General Contractor with ongoing operations and completed operations coverage. Subcontractor or Sub-subcontractor waives all rights against the Contractor, Owner, Architect and their agents, officers directors and employees.

5. Automobile Liability shows the General Contractor, Owner and all other parties required of the General Contractor are included as Primary and Non-Contributory Additional Insureds.

6. Umbrella coverage is Primary and Non-Contributory before any other insurance or self-insurance. The Umbrella policy may be used to meet the limit requirements. Subcontractor or Sub-subcontractor waives all rights against the Contractor, Owner, Architect and their agents, officers directors and employees.

7. Workers Compensation and Employers Liability coverage includes U.S. Longshoremans and Harborworkers Compensation Act Coverage (if applicable). Endorsement must be attached to the policy. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy. Subcontractor or sub-subcontractor will maintain monopolistic coverage, if applicable, for the following states: North Dakota, Ohio, Washington or Wyoming.

8. Designer is required to maintain Professional Liability with a company satisfactory to the General Contractor, including Contractual Liability against the liability assumed in Contract Documents. Maximum deductible is $25,000. per occurrence.

****Requirements in the Prime Contract will be in addition to these.****

SUBCONTRACT BOND CHECKLIST

Bond Forms:

- Bond forms supplied by CROSSLAND CONSTRUCTION COMPANY, INC.
- Bond Number appears on Performance AND Payment Bond
- Subcontractor's name and address to be the same as is found on subcontract document and as registered with Secretary of State
- Correct surety name and address *(surety requirements, if any listed here)*
- Correct surety state of incorporation
- Bond amount must match total subcontract amount (numeric and written values)
- Correct project name corresponding to subcontract
- Correct subcontract date as found on subcontract
- Bond dated AFTER date of contract; if no contract date has been established please include an authorization from surety attorney-in-fact to date the bonds appropriately

Principal Signature Block:

- Principal name and address as found on subcontract document and as registered with Secretary of State
- Bond signed by authorized individual
- Witness signature, name and title
- Subcontractor seal applied to bond if no seal is available please provide a letter from company president/owner explaining that no seal has been issued

Surety Signature Block:

- Surety name and home office address
- Bond signed by attorney-in-fact authorized by surety and licensed in state where the project is being completed
- Witness signature, name and title
- Bond sealed with original surety seal

Surety Power-of-Attorney:

- Original Power of Attorney attached to bonds documenting attorney-in-fact's authority, dated and sealed with original surety seal

Number of Bonds Required:

- Please remit 3 completed sets of bonds (Performance and Payment) to CROSSLAND CONSTRUCTION COMPANY, INC.

PERFORMANCE BOND BOND #_____
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That _____(Sub Name)
_____(Mailing Address) (hereinafter called the "Principal"), as Principal and_____
_____
_____(Surety name and address)
a corporation organized and existing under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CROSSLAND CONSTRUCTION COMPANY, INC.** , (hereinafter called the "Obligee"), in the sum of $_____(Purchase Order/Contract Price)
_____(Written Amount), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner for _____ and;
Project Name and Project Address

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____(Contract Date) to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including all costs and attorney's fees, which the said Obligee may sustain by reason of failure to do so, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anyway affect its obligation on the Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee in writing.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal) (Seal)
_____
(Business Address)

Witness:
_____ By_____
Or Secretary's Attest (Signature and Title)

_____
(Surety) (Seal)

_____
(Business Address)

Witness:
_____ By_____
Or Secretary's Attest (Signature and Title)

PAYMENT BOND BOND #_____
(Subcontract)

KNOW ALL MEN BY THESE PRESENTS, That _____(Sub Name) _____(Mailing Address) (hereinafter called the "Principal"), as Principal and _____ _____ _____(Surety name and address) a corporation organized and existing under the laws of the State of _____, (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **CROSSLAND CONSTRUCTION COMPANY, INC.** , (hereinafter called the "Obligee"), in the sum of $_____(Purchase Order/Contract Price) _____(Written Amount), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by Owner for _____ and;
Project Name and Project Address

WHEREAS, the Principal has entered into a written Subcontract with the Obligee, dated _____(Contract Date) to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of the work described in the Subcontract, which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in anywise affect its obligation on the Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, any increase in the Subcontract amount shall automatically result in a corresponding increase in the penal amount of this Bond without notice to, or consent from, the Surety, such notice and consent hereby being waived. Decreases in the Subcontract amount shall not, however, reduce the penal amount of this Bond unless expressly consented to by Obligee in writing.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____
(Principal) (Seal)
_____
(Business Address)

Witness:
_____ By_____
Or Secretary's Attest (Signature and Title)

_____
(Surety) (Seal)

_____
(Business Address)

Witness:
_____ By_____
Or Secretary's Attest (Signature and Title)

CROSSLAND CONSTRUCTION COMPANY, INC.

SUBCONTRACTOR CONTACT INFORMATION

Must be completed and returned with the signed subcontract agreement. Please type or print.

Project /Job Name: _____

Company Name: _____

Office Phone: _____ Fax: _____

Address: _____ City: _____ State: _____ Zip: _____

MAIN CONTACT FOR THIS JOB:

Name: _____

Phone: _____

Email: _____

CLOSEOUT CONTACT:

(Person responsible for supplying Warranties, Lien Waivers, Etc.)

Name: _____

Phone: _____

Email: _____

SUPPLIER LIST*:*

(List individually all major suppliers that will be used on this project, with supplier's company name, ***Accounting Contact*** *person and phone number, including equipment suppliers or rental companies. Supplied Materials should correspond with submitted Schedule of Values.)*

1.) Supplier: _____ Supplied Material(s): _____	2.) Supplier: _____ Supplied Material(s): _____
Accounting Contact Name: _____ Account/PO. No: _____ Email: _____ Phone: _____ Fax: _____	Accounting Contact Name: _____ Account/PO. No: _____ Email: _____ Phone: _____ Fax: _____
3.) Supplier: _____ Supplied Material(s): _____	4.) Supplier: _____ Supplied Material(s): _____
Accounting Contact Name: _____ Account/PO. No: _____ Email: _____ Phone: _____ Fax: _____	Accounting Contact Name: _____ Account/PO. No: _____ Email: _____ Phone: _____ Fax: _____

2nd or 3rd TIER SUBCONTRACTORS: *(List individually all 2nd or 3rd tier subcontractors that will be used on this project by your company.)*

**As stated in the subcontract agreement, second or third tier subs must be listed in writing.*

1.) Sub: _____ Contact: _____ Trade: _____ Email: _____ Phone: _____ Fax: _____	2.) Sub: _____ Contact: _____ Trade: _____ Email: _____ Phone: _____ Fax: _____

CROSSLAND
CONSTRUCTION COMPANY, INC.

RE: Subcontractor Contact Information Sheet

Please be advised that we reserve the right to call your suppliers and second and/or third tier subcontractors. On the foregoing page, please list account numbers for your suppliers and subcontractors, when available.

By signing this, you are giving Crossland Construction authorization to contact and discuss account information. *Signature of this document and filling out the correct information on the forgoing sheet are required by Crossland Construction in order to execute the contract*.

_____

PRINT

_____

SIGNATURE

_____

DATE

_____

COMPANY NAME