

**CK Construction Inc.
Contract Agreement**

Agreement #
Made as of
Vendor #
Description:

Between

The General Contractor:	Address	City	State	Zip Code
CK Construction, Inc.	404 Executive Center Blvd.	El Paso	Texas	79902

And the Trade Contractor:	Address	City	State	Zip Code
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The Project	Name:	Address	City	State	Zip Code
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The Owner	Name	Address	City	State	Zip Code
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Architect	Name	Address
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ARTICLE 1

THE WORK

- 1.1 The Trade Contractor and the General Contractor agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows:
- 1.2 The Trade Contractor shall be held accountable for the following Project related responsibilities: furnish all labor and supervision; furnish, supply, tools and equipment required to erect the structural steel, steel joist, bridging, metal deck type 'B', tube steel columns, continuous angle, rectangular tube steel, wide flange beam and trusses. Scope includes transportation, and unloading, handling, hoisting. Furnish and provide all required labor and equipment to complete the work described above on the Project all in accordance with the Drawings Dated September 2006, Civil Sheets C1 thru C5, Architectural Sheets CA1, A1 thru A7, Structural Sheets S1 thru S5, Mechanical Sheets M1.0 & M1.1, Plumbing Sheets P1.0, P1.1, P1.2, P1.3, Electrical Sheets E1 thru E5, Specifications Dated September 2006, drawings and specifications prepared by the Architect/Engineer; and furnish all necessary information, shop drawings, details, samples, brochures, etc. For Owner/Architect approval, as may be required.

ARTICLE 2

TIME OF COMMENCEMENT AND COMPLETION

- 2.1 The Trade Contractor shall start the work upon notice to proceed and shall execute the work with diligence and dispatch so as to maintain such schedules and milestones as established by the General Contractor. The Trade Contractor agrees to complete portions and the whole of the work by the following anticipated dates: January 19, 2007.
- 2.2 The Trade Contractor is cautioned that schedules and milestones are subject to review and revision, and in such event, the General Contractor will make such revisions available for the Trade Contractor's information at the jobsite. It is the sole responsibility of the Trade Contractor to attend job meetings, keep itself informed of any revision, and conform to any such revisions.
- 2.3 In the event that the Trade Contractor should fail to maintain the General Contractor's progress schedule or the schedule as established above, the General Contractor reserves the right, after 48 hours formal notice, either by letter or telegram to the Trade Contractor, to procure the materials, equipment, and labor necessary to proceed with, or to complete the work, or any portion thereof from other sources and charge the cost thereof to the Trade Contractor.
- 2.4 Time is of the essence in this Agreement.

ARTICLE 3

THE CONTRACT SUM

- 3.1 The General Contractor agrees to pay the Trade Contractor for the satisfactory performance of his work the total sum of:
Twenty Three Thousand Four Hundred Fifty and No/100 Dollars \$23,450.00 shall include all applicable taxes
Ten (10%) percent retainage shall be withheld as stated in Article 3.4. In current funds subject to additions and deductions for changes, as may be agreed upon, and to make payments on account thereof as follows:
- 3.2 On the established day of each month, the Trade Contractor shall deliver to the General Contractor, a detailed, original and a duplicate statement acceptable to the General Contractor, and if required, supported by receipts, vouchers, etc. showing values of all materials delivered and work completed up to the established billing date for which payment is requested. The General Contractor will make monthly and final payments to the Trade Contractor within Ten (10) working days after receipt of payment from the Owner. The retained percentage will be forwarded as soon as received by the General Contractor from the Owner. It is specifically understood and agreed that payment to the Trade Contractor is dependent, as a condition precedent, upon the General Contractor receiving contract payments to the Trade Contractor is dependent, as a condition precedent, upon the General Contractor receiving contract payments, including retainer from the Owner. Prior to submission of the first statement, the Trade Contractor will deliver to the General Contractor, for review and approval, a detailed breakdown of this contract sum showing a schedule of values for the various parts of the work. Once accepted, this schedule of values will be used as a basis for checking the Trade Contractor's monthly statement. This schedule of values shall include a line item allotting funds for clean up.

- 3.3 The Trade Contractor shall, with the second and each succeeding request for payment, submit receipts and/or affidavit and waiver of lien showing all payments made for labor and materials and on account for all work covered in the previous request for payment. Affidavit and waiver of liens may be required to be submitted from Trade Contractor's, suppliers, and /or Trade-Subcontractors (all tier). The Trade Contractor shall be required to execute a general release prior to receiving final payment.
- 3.4 Ten percent (10%) of each payment shall be retained, unless specific provisions to the contrary are indicated in the contract documents.
- 3.5 No payment made under this Agreement, including the final payment, shall be conclusive evidence of the performance of the work, either wholly or in part and no payment shall be construed as an acceptance of defective work or improper materials.
- 3.6 The Trade Contractor shall save and keep the General Contractor, the Owner and the Owner's property free from all mechanics' and materialmen's liens and all other liens and claims, legal or equitable, arising out the Trade Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

ARTICLE 4

THE CONTRACT DOCUMENTS

- 4.1 The contract documents consist of this Agreement and any exhibits attached hereto; the Agreement between the Owner and the General Contractor, the conditions of the Agreement between the Owner and the General Contractor, General Conditions, Supplementary, Special and Other Conditions, the Drawings Dated September 2006, Civil Sheets C1 thru C5, Architectural Sheets CA1, A1 thru A7, Structural Sheets S1 thru S5, Mechanical Sheets M1.0 & M1.1, Plumbing Sheets P1.0, P1.1, P1.2, P1.3, Electrical Sheets E1 thru E5, Specifications Dated September 2006, General Instructions to Bidders, Supplements to Bidder's documents, form of Proposal, all Addenda issued prior to and all modifications issued after execution of the Agreement between the Owner and General Contractor and agreed upon by the parties.
- 4.2 The Trade Contractor agrees to perform the work under the general direction of the General Contractor and subject to the final approval of the Architect/Engineer or other specified representative of the Owner, in accordance with the contract documents.
- 4.3 The Trade Contractor agrees to be bound to and assume toward the General Contractor all of the obligations and responsibilities that the General Contractor, by those documents, assumes toward the Owner. Contract documents are available, at reasonable times, at the office of the General Contractor for examination by the Trade Contractor.
- 4.4 If there is a provision for liquidated damages in the contract documents, the Trade Contractor shall be liable to the General Contractor for any liquidated damages for which the General Contractor is held responsible by reason of the failure of the Trade Contractor to prosecute the work diligently and properly.
- 4.5 No extra work shall be performed under this Agreement, except upon receipt of a written order from the General Contractor.

ARTICLE 5

INSURANCE AND INDEMNITY

- 5.1 The Trade Contractor agrees to, at the time of execution of this Agreement, furnish the General Contractor with certificates of an insurance company (or other source). These certificates should certify that the Trade Contractor is protected on the work with worker's compensation and employer's liability, public liability and bodily injury, property damage insurance, and any other insurance as required by the contract documents and in accordance with the attachment to this Agreement entitled "Certificate of Insurance". The Trade Contractor shall name CK Construction, Inc as additional insured. The Trade Contractor will not be permitted to start work at the site until these certificates are filed with the General Contractor. Compliance by the Trade Contractor with the forgoing requirements, as to carrying insurance and furnishing certificates, shall not relieve the Trade Contractor of its liabilities and obligations.

- 5.2 For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade contractor agrees to indemnify and hold harmless, the General Contractor, the Owner, the Architect/Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefore, (2) is caused, in whole or in part, by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the General Contractor, or any of its agents or employees, by any employee of the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.2 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 Trade Contractor under workers compensation acts, disability benefits acts, or other employee benefit acts.
- 5.3 The obligations of the Trade Contractor, under paragraph 5.2, shall not extend to the liability of the Architect/Engineer, his agents, or employees, arising out of: the preparation or approval of maps, drawings, opinions, reports surveys, change orders, designs, or specifications and/or the giving of or failure to give direction or instructions by the Architect/Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.
- 5.4 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 5.2 above.

ARTICLE 6

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 6.1 Performance Bond, Labor and Material Bond are not required with this Agreement.

ARTICLE 7

WARRANTY

- 7.1 The Trade Contractor agrees to promptly make good, without cost to the Owner or General Contractor, any and all defects, due to faulty workmanship and/or materials, which may appear within the guarantee or warranty period so established in the contract documents, If no such period be stipulated in the contract documents, then such guarantee shall be for a period of one (1) year from date of completion and acceptance of the work by the Owner. The Trade Contractor further agrees to provide any and all guarantees as required by the terms of the contract documents, as a condition precedent to final payment.

ARTICLE 8

CHANGES IN THE WORK

- 8.1 The General Contractor, may order the Trade Contractor in writing without invalidating this Agreement, to make changes in the work within the general scope of this Agreement. These changes may consist of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. The Trade Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the General Contractor written copies of any claim for adjustment to the contract sum and contract time for such revised work in a manner consistent with the contract documents.
- 8.2 Where changes in the work involve both additions and deletions, percentages for overhead and profit shall be applied to the net increase of such values for labor and materials.
- 8.3 The amount to be paid by the General Contractor for changes in the work, as outlined in paragraph 8.1 above, shall be made on the basis of one of the following methods:

- (a) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation and agreed upon by the General Contractor and the trade Contractor, or
 - (b) by unit prices stated in the contract documents, or
 - (c) if no such unit prices are set forth and if the parties cannot agree upon a lump sum, then by actual net cost in money to the Trade Contractor of materials and labor (including insurance and applicable taxes) required, plus rental of plant equipment (other than small tools and small equipment) plus compensation for overhead and for profit as noted in Article 12. Field overhead will not be considered as part of actual net cost, or
 - (d) by the method provided in subparagraph 8.4
- 8.4 If none of the above methods set forth in clauses 8.3 (a), 8.3(b), 8.3 (c) is agreed upon, the Trade Contractor; provided he/she receives a written order signed by the General Contractor shall promptly proceed with the work involved. The cost of such work shall be determined by the General Contractor on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the contract sum, a reasonable allowance for overhead and profit. In such case, and also under clauses 8.3 (c) and 8.3 (d) above, the Trade Contractor shall keep and present, in such form as the General Contractor may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a change order. Unless otherwise provided in the contract documents, cost shall be limited to the following: cost of materials including sales tax and cost of delivery, cost of labor including social security, old age and unemployment insurance and fringe benefits required by Agreement or custom; workers or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost, payments, on account shall be made as determined by the General Contractor. The amount of credit to be allowed by the Trade Contractor for any deletion or change which results in a net decrease in the contract sum will be the amount of the actual net cost as confirmed by the General Contractor when both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the bases of the net increase, if any with respect to that change.
- 8.5 General Contractor's Audit
- (a) General Contractor's duly authorized representative shall have access, at all reasonable times, to all Trade Contractor's personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers and memoranda of every description pertaining to change for the purpose of auditing and verifying Trade Contractor's net cost of change or for any other reasonable purpose. General Contractor's representative shall have the right to reproduce any of the aforesaid documents. Trade Contractor shall preserve, and shall cause its Subcontractors to preserve all the aforesaid documents for a period of two years after the completion and acceptance or termination of work.
- 8.6 For work performed by a Trade-Subcontractor, the Trade Contractor will be allowed to add 5% only and said Trade-Subcontractor mark-up shall not exceed the agreed upon percentages noted in Article 12 for overhead and profit.

ARTICLE 9

TRADE CONTRACTOR RESPONSIBILITIES

- 9.1 The Trade Contractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the General Contractor and the Owner, or their authorized representatives. The Trade Contractor shall, within a 24-hour notice from the General Contractor, proceed to take down all portions of the work and remove from the grounds or buildings, all materials, whether worked or unworked, which the General Contractor, the Owner, or their authorized representatives shall condemn as unsound or improper, or as in any way failing to conform to the contract documents. The Trade Contractor shall make good expense; all work damages or destroyed thereby.
- 9.2 The Trade Contractor agrees, in the performance of this Agreement, to comply with all federal, state, municipal, and local laws, ordinances, codes and governing regulations, to pay all costs and expenses required thereby; to pay all fees, charges, assessments, and taxes, including sales and use taxes, and to pay all fringe and other benefits required by Agreement or law.
- 9.3 The Trade Contractor shall pay all royalties and license fees. He shall defend all suites or claims infringement of any patent rights and shall save the Owner and General Contractor harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers in

specified, but if the Trade Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the General Contractor.

- 9.4 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the Agreements herein contained, the General Contractor shall be at liberty, after 48 hours written notice to the Trade Contractor, to provide any such labor, equipment, and materials and deduct the cost thereof, from any money then due or thereafter to become due to the Trade Contractor, under this Agreement. If such refusal, neglect, or failure is sufficient ground for such action, the General Contractor shall also be at liberty to terminate the employment of the Trade Contractor. Consequently, the General Contractor may enter upon the premises to take possession, for the purpose of completing the work included under this Agreement, of all materials, tools, and appliances thereon, and to employ any other person or persons to finish the work and provide the materials therefore. In case of such discontinuance of the employment, the Trade Contractor shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished. If the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the General Contractor in finishing the work, the General Contractor shall pay such excess to the Trade Contractor. If such expense shall exceed such unpaid balance, the Trade Contractor shall pay the difference to the General Contractor. The expense incurred by the General Contractor, as herein provided, either for furnishing materials, or finishing the work, and any damage incurred through such default, shall be chargeable to the Trade Contractor.
- 9.4.1 Notwithstanding the above paragraph, the General Contractor reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor. In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work completed and other reasonable cancellation cost incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the General Contractor shall have the right to audit the records of the Trade Contractor.
- 9.4.2 The Trade Contractor agrees to adhere to the federal occupational safety act, state and local safety regulations and the General Contractor's safety and health programs so as to avoid injury or damage to person's or property, and to be directly responsible for damage to persons and property resulting from failure to do so.
- 9.5 In the event the Trade Contractor after a 24-hour written notice from the General Contractor, fails to take corrective action to insure compliance with said safety regulations or removal of rubbish and debris resulting from his work, the General Contractor shall undertake these obligations and charge the cost of same to the Trade Contractor's account without further notice to the Trade Contractor.
- 9.6 The Trade Contractor agrees to notify the General Contractor's representative on the jobsite of all accidents, which may occur to persons or property and shall provide the General Contractor's representative with a copy of all accident reports on appropriate forms. All reports shall be signed by the Trade Contractor or his authorized representative and submitted within five (5) days of occurrence.
- 9.7 The Trade contractor shall procure its materials from such sources, and employ such labor subject to contract terms and conditions in order to ensure harmonious labor relations on the site and prevent strikes or labor disputes by its employees or other trade employees. The Trade Contractor, in the event of a labor dispute including strikes, shall take whatever action is required in order to prevent the disruption of work on the Project site.
- 9.8 The Trade Contractor will not assign this Agreement or any moneys due or to become due under this Agreement, nor sublet the whole or any part of the work to be performed hereunder, without the written consent of the General Contractor. In the event of such consent, a Trade-Subcontractor must comply with all the requirements of this Agreement.
- 9.9 The Trade Contractor agrees that all disputes concerning the jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes, which may be in effect either nationally or in the locality in which the work is being done. The Trade Contractor shall be bound by, and shall abide by, all such adjustments and settlements of jurisdictional disputes, whether or not the Trade Contractor is signature bound by the Agreement establishing the impartial jurisdictional disputes board, and/or its successors. The Trade Contractor agrees not to cause a work stoppage, due to the jurisdictional assignment of work.
- 9.10 The Trade Contractor shall submit to the General Contractor upon request, copies of orders placed for the various materials required for the Project or authentic stock lists if such material is normally a stock item. Order copies need not reflect prices but should indicate type of material, quantity, vendor name, and address, etc. The Trade Contractor shall be required to submit to the

General Contractor a monthly material status report, or more often if required by the General Contractor, as a prerequisite for the monthly progress payment. The Trade Contractor shall notify the General Contractor immediately upon learning of a change of status of any material, equipment, or supplies.

- 9.11 The Trade Contractor shall continuously and adequately protect all his work and will immediately replace all damaged and defective work.
- 9.12 The Trade Contractor agrees to maintain an adequate force of experienced workers and the necessary materials, supplies, and equipment to meet the requirements of the General Contractor and other trades in order to maintain construction progress schedules, as established by the General Contractor and Owner. In the event that his/her force is, in the judgment of the General Contractor, inadequate to meet the established schedules during the regular working hours, the Trade Contractor agrees to work sufficient overtime hours or increase their work force to meet such schedules at no extra cost to the General Contractor or Owner. If for reason not already stated, the General Contractor requires and directs the Trade Contractor to work overtime, including Saturdays, Sunday, or Holidays, the Trade Contractor will be reimbursed the net premium rate only. The net premium rate is understood to mean the actual premium labor cost, including applicable taxes and wage additives required by trade Agreement or by law, but without additives for overhead, labor efficiency, or profit.
- 9.13 The Trade Contractor agrees to employ competent administrative, supervisory, and field personnel to accomplish the work, including layout and engineering and preparation and checking of shop drawings. If required, the Trade Contractor shall substantiate this employment of competent personnel to the General Contractor's satisfaction before initiating any work.
- 9.14 The Trade Contractor shall insure that all construction tools, equipment, temporary facilities, and other items used in accomplishing the work whether purchase, rented, or otherwise provided by the Trade Contractor or provided by others, are in a safe, sound, and good condition, must be capable of performing the functions for which they are intended and must be maintained in conformance with applicable laws and regulations.
- 9.15 If the Trade Contractor is delayed at any time is the progress of the work by any act or neglect of the Owner, General Contractor, or the Architect/Engineer, or by any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Trade Contractor's control, or by delay authorized by the Owner or General Contractor, or by any other cause which the General Contractor determines may justify the delay, then the contract time shall be extended by change order for such reasonable times as the General Contractor and Owner may determine. In the event that a conflict exists between this section (9.16) and a like clause contained in a document having higher precedence, such like clause shall have preference to the extent of the conflict.
- 9.16 "Right-To-Know" – each Trade Contractor is required to implement the provisions of the right-to-know law, if any, as enacted by the state in which the work is being performed. Before using on site any material listed in the right-to-know substance list, each Trade Contractor will furnish the General Contractor a copy of the material safety data sheet for that substance.
- 9.17 "In the even the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Trade Contractor agrees that it will defend, indemnify and hold the General Contractor and the Owner harmless from any fines, costs, damages, penalties, attorney's fees, and causes of action, including without limitation, personal injury or property damage, arising out of relating in any way to such determination".
- 9.18 "The Trade Contractor certifies that its work performed under this agreement and its internal and external computer programs utilized in performing its work hereunder have the capability to correctly handle data processing for the year 2000."

ARTICLE 10

GENERAL CONTRACTOR RESPONSIBILITES

- 10.1 The General Contractor shall be bound to the Trade Contractor by the terms of this Agreement. To the extent that the provisions of the contract document between the Owner and the General Contractor apply to the work for the Trade Contractor as defined in this Agreement, the General Contractor shall assume toward the Trade Contractor all the obligations and responsibilities that the

Owner, by those documents, assumes toward the General Contractor. The General Contractor shall have the benefit of all rights, remedies, and redress against the Trade Contractor, which the Owner, by those documents, has against the General Contractor. Where any provision of the contract documents between the Owner and the General Contractor is inconsistent with any provision of this Agreement, this Agreement shall govern.

- 10.2 The General Contractor shall pay the Trade Contractor within ten (10) days after receipt of payment by the Owner, as noted in Article 3 of this Agreement. The amount of each progress payment to the Trade Contractor shall be equal to the percentage of completion allowed to the General Contractor for the work of the Trade Contractor, applied to the Contract sum of the Agreement, plus the amount allowed for materials and equipment suitably stored by the Trade Contractor, less the percentage retained from payments to the General Contractor. The General Contractor shall make available to the Trade Contractor evidence of percentages of completion certified on its account.
- 10.3 The General Contractor shall not give instructions or orders directly to employees or workers of the Trade Contractor, except to persons designated representatives of the Trade Contractor.

ARTICLE 11

EQUAL OPPORTUNITY

- 11.1 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Trade Contractor will comply with all provisions of Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.
- 11.2 The E.E.O. Certificate of Assurance (Exhibits A, and where applicable A-1 through A-4) is attached hereto and incorporated herein as if made a part hereof.

ARTICLE 12

ALTERATIONS

- 12.1 The overhead and profit allowable under Article 8.3.A, 8.3.B, 8.38.C, is:
- 10% Overhead and Profit Combined

ARTICLE 13
COMPLETE AGREEMENT

- 13.1 This Agreement, together with all documents, specifications, drawings, incorporated herein by reference, constitute the entire Agreement between the General Contractor and Trade Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements, or understandings of any kind or nature between the parties hereto, relating to the particular Project involved herein.
- 13.2 The said parties for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants herein contained.

In witness whereof they have hereunder set there hands the day and date first above written.

In the presence of

Witness

Subcontractor Name

Accepted by _____ (Signature)

Name _____ (Print Name)

Title _____

Date: _____

CK Construction, Inc.

Witness

By: David Kessinger
President

Date: _____

Item No.	Job Number	Cost Code	Scope of Work	Amount

Exhibit A
EQUAL OPPORTUNITY
CERTIFICATE OF ASSURANCE

I, _____, the undersigned, certifies that he does not and will not maintain or provide for the undersigned's (Authorized Name) employees any segregated facilities at any of the undersigned's establishments, and that the undersigned does not and will not permit the undersigned's employees to perform their services at any location, under the undersigned's control, where segregated facilities are maintained. The undersigned understands that the phrase "segregated facilities" means any waiting rooms, work areas, restrooms, wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise. The undersigned understands and agrees that maintaining or providing segregated facilities for the undersigned's employees to perform their services at any location, under the undersigned's control, where segregated facilities are maintained, is a violation of the equal opportunity clause required by executive orders 11246 of September, 1965 and 11375 of October 13, 1967 and the rules and regulations there under.

The undersigned further agrees that it will obtain identical certifications from proposed Alliance Riggers & Constructors prior to the award of subcontracts exceeding \$10,000.00, which is not exempt from the provisions of the equal opportunity clause.

Further, pursuant to 41 CFR 60-2, the undersigned acknowledges that a written affirmative action program is required within 120 days from the commencement of a contract, if he/she has (a) 50 or more employees and (b) have entered into at least one government contract for \$50,000 or more in any 12 month period with a federal "executive" agency.

The undersigned agrees to comply with all reporting requirements of Executive Orders 11246, as Amended, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustments Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing Regulations at 41 CFR Chapter 60. Employer Information Report EEO-1 (Standard Form 100) must be filed with the joint reporting committee no later than May 31 each year.

On Federal and /or Federally Assisted Projects, the undersigned acknowledges Exhibit A-1 through and includes A-4 as part of and included within the undersigned's contract Agreement and obligation.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Subcontractor Name

Authorized Signature

Date