

**IMPERIAL CONSTRUCTION, INC.**

400 Interstate 20 West, Suite 200

Weatherford, Texas 76086

Telephone: (817) 341-8886

Facsimile: (817) 341-0191

**WORK ORDER TO TEXAS SPECIFIC BLANKET AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR**

This Work Order is made and entered into between IMPERIAL CONSTRUCTION, INC., and [SUBCONTRACTOR'S NAME] pursuant to the terms and conditions of the latest executed Blanket Agreement between Contractor and Subcontractor ("Subcontract"), the terms and conditions of which are incorporated herein by reference.

**Subcontractor:**

[SUBCONTRACTOR'S NAME]

[SUBCONTRACTOR'S ADDRESS]

[SUBCONTRACTOR'S PHONE]

[SUBCONTRACTOR'S FACSIMILE]

**Order Number:** \_\_\_\_\_

**Order Date:** \_\_\_\_\_

**Owner:** [OWNER'S NAME]

**Architect/Engineer:** [ARCHITECT/ENGINEER'S NAME]

**Project:** [PROJECT'S NAME]

[PROJECT ADDRESS]

**Subcontract Work:** Furnish and pay for all labor, materials, fuel, equipment, tools, machinery, and supplies; perform all work; obtain and pay for all necessary permits; pay all state sales taxes, state and federal unemployment taxes, and all other taxes and fees associated with the subcontract labor or materials; provide all required construction layout and surveying; and do all things necessary to complete the following work required by the Prime Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[ ] See continuation sheet \_\_\_\_ pages

**Performance Schedule:** The Subcontract Work shall be completed, pursuant to the requirements of this Work Order, the Blanket Agreement [ADD FOLLOWING IF THERE IS A SCHEDULE; and, pursuant to the Project Schedule attached hereto].

**Subcontract Price:** (Check one)

[ ] **Lump Sum** -The Subcontract Price shall be the lump sum of \_\_\_\_\_ (\$ \_\_\_\_\_) which sum shall be subject to adjustment only as provided in the Blanket Agreement.

[ ] **Unit Price** - The Subcontract Price shall be the total sum of the extensions of the unit prices (as contained on the unit price schedule attached hereto), multiplied by the units approved by the Owner under the basis for measurement provided by the terms of the Prime Agreement (i.e. in-place quantities vs. excavated quantities, weight vs. volume, plan quantities vs. actual quantities, etc.) which sum shall be subject to adjustment only as provided in the Blanket Agreement.

**Retainage:** Pursuant to paragraph 4.02(b) of the Blanket Agreement, withheld retainage shall be 10% of each progress payment made hereunder.

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**Payment Terms:** Per Blanket Agreement with monthly progress payment applications due not later than the 25<sup>th</sup> day of each month. Completed, notarized applications may be faxed or emailed with hard copies to follow by mail or hand delivery. Applications received after the 25<sup>th</sup> day of the month will be considered for payment during the next period.

**Required Insurance:**

**Named Additional Insured(s):** Contractor – IMPERIAL CONSTRUCTION, INC.

Owner - [OWNER'S NAME]

Other - \_\_\_\_\_

**Certificates of Insurance sent to:** Contractor - IMPERIAL CONSTRUCTION, INC.

Other - \_\_\_\_\_

**Required Coverage and Policy Limits:** Subcontractor shall procure and maintain insurance per Article VI of the Blanket Agreement, the terms and conditions of which are incorporated herein.

**Other Special Provisions:**

**Exhibit "A" – List of Drawings, Specifications, and Addenda**

**Exhibit "B" – Subcontractor Identification Sheet**

**Exhibit "C" – Subcontractor/Material Supplier List**

**Exhibit "D" – Pay Application Forms**

**CONTRACTOR:**

IMPERIAL CONSTRUCTION, INC.

**SUBCONTRACTOR:**

[SUBCONTRACTOR'S NAME]

BY: \_\_\_\_\_  
Holly Donaldson, Contract Administrator

BY: \_\_\_\_\_  
[SUBCONTRACTOR'S OFFICER], [TITLE]

**Exhibit "A"**

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## List of Drawing

Specifications Dated \_\_\_\_\_:

**General Conditions of the Contract:**

AIA Document A201-1997 – General Conditions of the Contract for Construction

## **SUBCONTRACTOR IDENTIFICATION SHEET**

Contractor: Imperial Construction, Inc.

Subcontractor:

Job #:

Contract #:

This Exhibit "B" is attached to that certain Subcontract Agreement between ICI as Contractor, and the Subcontractor identified above, relating to the Job and Contract identified above. All defined terms in the agreement are incorporated into this Exhibit "B".

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

Address: \_\_\_\_\_

Remit Address (if different): \_\_\_\_\_

Work Phone: \_\_\_\_\_ Fax phone: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Company Web Page: \_\_\_\_\_

Do you carry general liability insurance? YES NO (circle one)

Do you carry worker's compensation insurance? YES NO (circle one)

Have you requested the above insurance certificates be sent to us? YES NO (circle one)

**IMPERIAL CONSTRUCTION SUPPLIED LIEN WAIVERS MUST BE SUBMITTED WITH ALL PAYMENT APPLICATIONS**

Are you an Equal Opportunity Employer? YES NO (circle one)

Contact name handling management and administrative for this project: \_\_\_\_\_

\_\_\_\_\_  
Name of your Project Manager:

\_\_\_\_\_  
Name of your Site Superintendent/Supervisor:

\_\_\_\_\_  
Cell No. (if applicable):

\_\_\_\_\_  
Cell No. (if applicable):

\_\_\_\_\_  
Email Address:

\_\_\_\_\_  
Email Address:

**EXHIBIT "C"**

**SUPPLIERS/SUBCONTRACTOR LIST**  
**MAJOR MATERIAL SUPPLIERS TO BE USED ON THIS PROJECT:**  
**(RETURN THIS DOCUMENT)**

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

Supplier's Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone Person: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Material to be Purchased: \_\_\_\_\_  
Cost of Material: \_\_\_\_\_

**Please add additional Sheet if needed.**

**SUBCONTRACTOR'S APPLICATION FOR PAYMENT,  
CERTIFICATION OF BILLS PAID AND WAIVER OF LIENS AND BOND CLAIMS  
APPLICATION NO. \_\_\_\_\_**

Date: \_\_\_\_\_

Period Ending: \_\_\_\_\_

**Subcontractor:**

**Project Name:**

**ICI Job #:**

**Cost Code #:**

Amount of Original Subcontract	\$ _____
Subcontract Change orders thru C.O. No. _____	\$ _____
Total Revised Subcontract Amount	\$ _____

***This Application***

Value of Work Completed to Date (____%)	\$ _____
Materials Properly Stored and Approved	\$ _____
Total Completed to Date	\$ _____
Less (____%) Retainage	\$ < _____ >
Less Previous Payments	\$ < _____ >
Amount Due This Application	\$ < _____ >

1. I am the owner or duly authorized representative of the above captioned Subcontractor and have been authorized to make the following certifications to the Prime Contractor in connection with this Application for Payment.
  
2. I hereby certify that work covered by this application for Payment has been completed in strict accordance with the Subcontract Agreement and that the amount of this Application is now due.
  
3. To induce the Prime Contractor to make the payment requested in this Application for Payment, I hereby make the following certifications: a) I certify that this Instrument is made for the benefit of and may be relied upon by the owner, construction lender, and the surety on any payment bond, as well as the Prime Contractor; b) I certify that all materials, labor, equipment, supplies, and services incorporated by the Subcontractor into the Project, used by the Subcontractor in connection with the Project, or delivered to the Project as of the date of this Certification have been paid for in full, except those specifically described below; c) I certify that there are no unpaid debts,

obligations or costs in connection with the Subcontractor's work upon the Project, except those specifically described below; and d) I hereby certify that the following list includes all labor, materials, equipment, services, and/or other costs incurred by or on behalf of Subcontractor in connection with the Project as of the date of this certification.

Person, Firm or Corporation furnishing Labor, Materials Services and/or Equipment	Total Amount of Labor, Materials, Services and/or Equipment	*Amount of Materials Delivered, Work Performed and/or Services Provided to Date	Amount Paid to Date	Amount Unpaid to Date

**\*NOTE:** Include all materials delivered, work performed or services provided **WHETHER OR NOT PAYMENT IS CURRENTLY DUE.**

- In consideration for the payment requested in this Application for Payment, the undersigned SUBCONTRACTOR HEREBY RELEASES ALL MECHANIC'S LIEN RIGHTS, TEXAS GOVERNMENT CODE BOND CLAIMS, MILLER ACT BOND CLAIMS, EQUITABLE LIENS, AND ALL OTHER CLAIMS FOR PAYMENT ARISING OUT OF LABOR, MATERIAL, EQUIPMENT, SUBCONTRACT WORK, SERVICES, DELAYS, EXTRA WORK AND/OR CHANGES, RELATED TO THE SUBCONTRACT WORK AT THE PROJECT UNLESS SPECIFICALLY LISTED BELOW. UPON PAYMENT OF THE SUBCONTRACTOR'S APPLICATION FOR PAYMENT, THIS INSTRUMENT SHALL CONSTITUTE A FULL RELEASE OF ALL RIGHTS, CLAIMS AND DEMANDS THROUGH THE DATE OF THIS APPLICATION, EXCEPT AS LISTED BELOW:

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SUBCONTRACTOR:**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED** before me, under my official hand and seal of office on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
 Notary Public, State of Texas

**A FALSE CERTIFICATION OF BILLS PAID ON WHICH PAYMENT IS MADE, IS A CRIMINAL OFFENSE UNDER TEXAS LAW. IT IS THE PRIME CONTRACTOR'S POLICY TO REFER ALL FALSE CERTIFICATIONS TO APPROPRIATE AUTHORITIES FOR PROSECUTION.**

**Exhibit "D"**

# SUBCONTRACTOR'S FINAL INVOICE & FINAL RELEASE OF LIEN

**Subcontractor:**

**Project Name:**

**ICI Job #:**

**Cost Code #:**

Amount of Contract: The undersigned Subcontractor has agreed to, and by the receipt of final payment as shown below, full settlement of all billings and invoices against Imperial Construction, Ltd. ("Contractor") for the total amount of the contract as shown above and:

1. Release and Waiver: The Subcontractor also hereby releases and waives any and all claims of any kind whatsoever, whether against Contractor or the Project, in connection with the work performed under the Agreement.
2. Certification and Indemnification: The Subcontractor hereby certifies that Contractor has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Subcontractor for damages arising in any manner in connection with the performance of this contract for which Contractor or the Project might in any way be held responsible, and hereby indemnifies and holds harmless Contractor and the Project from and against any damages, losses, costs and expenses in connection with any claims by the Contractor's subcontractors.
3. All Debts Paid Certification: The Subcontractor hereby certifies that all of the Subcontractor's material men, laborers, and subcontractors have been fully paid and is waving all statutory lien rights and releasing all bond claims.
4. Final Payment: The payment of \$ \_\_\_\_\_ which includes all changes, credits, withholdings, retainage under this Agreement constitutes full compensation hereunder and closes out this Agreement.

In witness whereof, this release and waiver, certification and indemnification has been executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Company's Name

\_\_\_\_\_  
Subcontractor's Signature

By: \_\_\_\_\_ (Officer)

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary