



Foss Landing
1940 East D Street, Suite 300
Tacoma, WA 98421

Mailing Address
P.O. Box 1377
Tacoma, WA 98401

Phone (253) 582-6712
Fax (253) 582-6788
www.korsmo.com

TRANSMITTAL

TO:	«FirmName»	DATE:	May 31, 2016	JOB#:	«Project»
	«FirmAddress» «FirmCity», «FirmState» «FirmZip»	JOB NAME:	«udFullProjectName»		
ATTENTION:	«ContactFName» «ContactLName»	LOCATION	«JobShipAddress» «JobShipCity», «JobShipState»		
		RE:	SHORT FORM LABOR AGREEMENT		

WE ARE SENDING YOU:

HEREWITH UNDER SEPARATE COVER FAX:

COPIES	DATED	NUMBERED	DESCRIPTION
Electronic	«udSubcontractDate»	«SL»	SHORT FORM LABOR AGREEMENT NO. «SL» «SLDescription»
			<p>Please review, sign and return via email to me ASAP. Once returned, Korsmo Construction will sign and return one executed copy to your firm via email for your records.</p> <p>Thank you!</p>

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> FOR REVIEW AND SIGNATURES | <input type="checkbox"/> FOR APPROVAL | <input type="checkbox"/> APPROVED AS IS |
| <input type="checkbox"/> FOR YOUR USE | <input type="checkbox"/> FOR YOUR FILES | <input type="checkbox"/> APPROVED AS NOTED |
| <input type="checkbox"/> RESUBMIT FOR APPROVAL | <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> RETURNED FOR CORRECTIONS |
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> AS REQUIRED | <input type="checkbox"/> SUBMIT COPIES FOR DISTRIBUTION |

COPY TO: FILE

BY: «PMAFirstName» «PMALastName»
Project Coordinator

IMMEDIATE SUBMITTAL REQUIREMENTS

Vendor shall submit the following items immediately and prior to commencing work. Vendor will not be paid if contract compliance are not complete. Specific instructions are included in Exhibit A-Supplemental Conditions of this Subcontract Agreement.

1. **Certificate of Insurance**
2. **Site Specific Safety Plan**



Short Form Labor Agreement No. «SL»

Project: «Project» «ProjectDescription»

ISSUED TO:

«FIRMNAME»
«FirmAddress»
«FirmCity», «FirmState» «FirmZip»

Date Ordered: «udSubcontractDate»
Ordered By: «ProjectManager»
Expected Date: «StartMonth»
Payment Terms: 35 DAYS

BILL:

John Korsmo Construction, Inc.
P.O. Box 1377
Tacoma, WA 98401

SHIP TO:

«Project»
«JobShipAddress»
«JobShipCity», «JobShipState» «JobShipZip»

	Amount	Phase Code	Scope Description	Notes
Item	«Amount»	«PhaseCode»	«Description»	

EXHIBIT A

SUPPLEMENTAL CONDITIONS

SHORT FORM AGREEMENT NO. «SL» «FirmName» «Project» «udFullProjectName»

The following Special Conditions shall supplement, and where applicable, take precedence over the Main Contract Provisions; however, nothing in these Special Conditions shall act to waive the provisions and requirements of the Agreement, insofar as they are otherwise applicable. It is the vendor's responsibility to become familiar with the bidding requirements, contract forms and conditions of the contract, and all other elements of the project related to your own work.

By this reference, this document is attached to and becomes a part of this agreement on this project.

1. Insurance

The following provisions apply unless more stringent requirements are contained in the Main Contract, in which case, the following provisions are modified, but only to the extent of the more stringent provision.

A. Liability Insurance

- 1) Vendor shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from Vendor's operations under this Agreement whether such operations be by itself or by any sub-tier or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a) Claims under worker's compensation, disability benefit, and other similar employee benefit acts which are applicable to the work to be performed.
 - b) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law.
 - c) Claims for damages because of bodily injury or death of any person other than its employees.
 - d) Claims for damages because of usual personal injury liability coverage.
 - e) Claims for damages because of injury to or destruction of tangible property, including loss of use therefrom.
 - f) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- 2) Coverage Forms
 - a) Vendor's General Liability insurance shall be written on an industry standard Commercial General Liability Occurrence form (CG 00 01) and shall include the following coverage extensions: Stop Gap Liability and Per Project (CG 25 03), and Waiver of Subrogation.

In addition, Contractor and Owner shall be named as additional insureds (Form CG 20 10 (11-85 ed. or equivalent)) with respect to work performed by or for Vendor on behalf of Contractor. Vendor's General Liability insurance shall be primary with respect to Contractor and Owner, and any other insurance maintained by Contractor or Owner shall be excess to and not contributing insurance with Vendor's insurance until such time as all limits available under the Vendor's insurance policies have been exhausted. All deductibles and/or self-insured retentions (SIR) are the responsibility of Vendor.

Such insurance policies shall also be endorsed with the CG 2503 (03/07 Edition) Designated Construction Project Aggregate Limit Endorsement and the CG 2404 (10/93 Edition) Waiver of Transfer Endorsement.

- b) Vendor shall maintain completed operations liability insurance for a minimum period of five (5) years following completion of Vendor's work, or longer if required by the Main Contract.

- c) Vendor's Workers' Compensation insurance shall be written on an industry standard Workers' Compensation and Employer's Liability policy form (WC 00 00 00), where applicable.

In the State of Washington, Vendor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. Any vendor or subtier or employer qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington shall so certify by a letter signed by a corporate officer setting forth the limits of any policy of excess insurance covering their employees. Vendor shall be responsible for confirming compliance of all sub-tiers with this provision.

- d) All workers' compensation insurance companies shall have a Best's rating of A-VII or better.
- 3) Vendor's Liability insurance, as required by Subparagraphs A.1 and A.2 shall be written for the limits required by the Main Contract or the following limits of liability, whichever is greater:

STANDARD COVERAGE / LIMITS

- a) Workers' Compensation
Statutory Bodily Injury by Accident or Disease

- b) Employer's Liability
\$1,000,000 Bodily Injury by Accident – Each Accident
\$1,000,000 Bodily Injury by Disease – Policy Limit
\$1,000,000 Bodily Injury by Disease – Each Employee

- c) General Liability – Bodily Injury, Personal Injury, and Property Damage
\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal Injury
\$1,000,000 Each Occurrence

Stop Gap
\$1,000,000 Each Accident
\$1,000,000 Disease – Policy Limit
\$1,000,000 Disease – Each Employee

- d) Automobile Liability
\$1,000,000 Bodily Injury and Property Damage per accident

If the Subcontractor maintains higher insurance limits than the minimums shown herein, the Contractor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Subcontractor, irrespective of whether such limits maintained by the Subcontractor are greater than those required by this contract or whether any certificate of insurance furnished to the Contractor evidences limits of liability lower than those maintained by the Subcontractor.

- 4) Certificates of Insurance Accord Form 25 2009/09 and additional insured endorsements (Form CG 20 10 01-85 ed. or equivalent) evidencing all of the above-required coverages shall be filed with Contractor within five (5) working days of award of Subcontract and prior to commencement of the work. Such certificates and endorsements shall show that those listed in Subparagraph A.5 have been named as primary additional insureds on the general liability policy (and excess liability policy, if any), and clearly show that such policies provide primary coverage with respect to those listed in Subparagraph A.5. In addition, Vendor shall provide Contractor with forty-five (45) days' written notice in case of cancellation, except ten (10) days' written notice for non-payment of premium.

- 5) Required Primary Additional Insureds:
John Korsmo Construction, Inc.
dba Korsmo Construction
Owner: «Owner»

2. Project Close-Out

Vendor shall be responsible for furnishing all applicable close-out documents including, but not limited to, Warranty, Operation & Maintenance Manuals, and all other items required by the specifications.

Operations and Maintenance Manuals

Prior to 100% payment, Operations & Maintenance Manuals shall be submitted to the Main Office to incorporate into one binder for submittal to the Owner. Payment will not be considered if not in possession of our main office.

Warranties

Prior to 100% payment, all Warranties from manufacturer shall be submitted to the Main Office to incorporate into one binder for submittal to the Owner. All warranties shall have a minimum warranty length of one (1) year (unless stated differently in the Manufacturer's Standard Warranty clause) from the date of substantial completion of the entire project.

3. The Korsmo Construction project team and contact numbers are as follows:

Main Office

Foss Landing
1940 East D Street, Suite 300
Tacoma, WA 98421

Phone: (253) 582-6712
Fax: (253) 582-6788

Jobsite Office

«JobAddress»
«JobShipCity», «JobShipState» «JobZip»

Project Manager: «ProjectManager»
Cell Phone: «PMMobilePhone»
E-mail: «PMEmail»

Superintendent: «SFirstName» «SLastName»
Cell Phone: «SMobilePhone»
E-mail: «SEmail»

Project Coordinator: «PMAFirstName» «PMALastName»
E-mail: «PMAEmail»

Project Engineer: «PEFirstName» «PELastName»
Cell Phone: «PEMobilePhone»
E-mail: «PEEmail»

Accounting: subbilling@korsmo.com

**EXHIBIT B
SCOPE OF WORK**

**SUBCONTRACT AGREEMENT NO. «SL» «FirmName»
«Project» «udFullProjectName»**

PROJECT INFORMATION SHEET

Legal Description: **[LEGAL DESCRIPTION FROM DRAWINGS]**

Project Name: **«udFullProjectName»**
Address: **«JobShipAddress»
«JobCity», «JobState» «JobZip»**

Owner: **«udOwnerName»**
Address: **«udOwnerAddress»
«udOwnerCity»**

Bid Due Date: **«udBidDate»**
Award Date: **«udContractDate»**
County: **COUNTY**
City: **CITY**

Contractor: **John Korsmo Construction, Inc.**
Address: **P.O. Box 1377, Tacoma, WA 98401**
Phone: **(253) 582-6712**
Project Manager: **«ProjectManager»**
Superintendent: **«SFirstName» «SLastName»**
Registration Number: **JOHNKCI126BE**
Intent ID Number: **[JKC STATEMENT OF INTENT ID NUMBER]**

Bond: **«udBondNumber»**