C.D. Moody

Construction

Company, Inc.

Since 1988

6017 Redan Road

Lithonia, GA 30058

Phone 770.482.7778

Fax 770.482.7727

www.cdmoodyconstruction.co

BID PACKAGE-TABLE OF CONTENTS

SOUTHEAST ATLANTA BRANCH LIBRARY

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PROJECT: SOUTHEAST ATLANTA BRANCH LIBRARY
LOCATION: 1463 Pryor Road, Atlanta, GA 30315
ARCHITECT: Stanley Love-Stanley.

C. D. Moody Construction Company Inc, invites you to submit a quotation for the scope of work you typically perform for the above referenced project.

BIDS DUE: September 30, 2014 @ 2:00 PM

PRE-BID CONFERENCE: **September 16, 2014 @ 1:00 PM**
Fulton County Department of Purchasing Bid Room
130 Peachtree Street., SW
Suite 1168
Atlanta, GA 30303-3459

MAIL OR HAND DELIVER BIDS TO: **Fulton County Department of Purchasing**
130 Peachtree Street., SW
Suite 1168
Atlanta, GA 30303-3459

EMAIL BIDS TO: **Linda Walton**
Linda.Walton@fultoncountyga.gov

EFAX BIDS TO: 404-335-5029

DOCUMENT AVAILABLITY: LDI-CONYERS 770-922-5244

Fulton County Department of Purchasing Plan Room
130 Peachtree Street., SW
Suite 1168
Atlanta, GA 30303-3459

CDM POINT OF CONTACT: **David Rather; drather@cdmoodyconstruction.com; 770-547-7676**

Contract Drawings and Specifications are available for review on our website @ www.cdmoodyconstruction.com, Click on Subcontractor, Click on Plan Room, Click on View, scroll down to Open FTP Site with Explorer, Login/ftpuser, Password/cdmftp, go to plan room. Folder as follows: Fulton County Library South East/Stanley L Stanley/(14).09.03 GMP Pricing.

We are interested in receiving quotations for the following divisions of work: Division 03 Concrete, Division 05 Structural and Misc. Steel, Division 21 Fire Protection, Division 22 Plumbing, Division 23 HVAC, Division 26 & 28 Electrical & Fire Alarm, Division 27 Communications, Division 31 & 33 Earthwork and Utilities, Division 32 Exterior Improvements.

NOTE: ALL BIDS MUST BE IN ACCORDANCE WITH BID DOCUMENTS. CDM EXPECTS EACH BIDDER TO PROVIDE THEIR PRICE WITH EACH SECTION OF THE SPECIFICATION.

BID PACKAGE INDEX FOR SOUTHEAST ATLANTA BRANCH LIBRARY

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Division 32	Flexible Paving (Asphalt/Markings)	1
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Division 32	Rigid Paving (Site Concrete)	1

GENERAL CONSTRUCTION ▫ CONSTRUCTION MANAGEMENT ▫ ESTIMATING CONSTRUCTION ▫ ACCOUNTING
6017 REDAN ROAD, LITHONIA GEORGIA, 30058 PH. (770) 482-7778 FAX (770) 482-7727
P.O. BOX 634, REDAN GEORGIA 30074

INSTRUCTIONS TO BIDDERS

CONTRACT DOCUMENTS

1. Contract Documents include the following:

   A. Construction Drawings dated 09/03/2014

   B. Construciton Specificatioins dated 09/03/2014

2. Bidders may obtain all bidding documents from LDI Reproprinting, phone number 770-922-5244, fax number 770-922-5309, website (www.ldiline.com). Payment arrangements for drawings and specifications are the sole responsibility of the bidder.

3. All bidders are to review and comply with all Contract/Bidding Documents. If you review the contract drawings and specifications at a Plan Room, you are still responsible for obtaining Contract Documents listed above.

4. Drawings, specifications, addendums, bid form, and instructions to bidders may be examined at the following location**:**

   Fulton County Department of Purchasing
   130 Peachtree Street SW
   Atlanta, GA 30303

Bid Information

1. Bidding Process is fifteen (15) days and hereby defined as: the Advertisement for Bids, the complete Bid Package Requirements; specifically noted as the Bid Package Index, Instruction to Bidders, Bid Form, Pre-bid Conference Flyer, Request for Information Form, Subcontractor Qualification Form, CD Moody Construction Co., (CDM) Subcontract Agreement, and Specific Bid Packages.

2. Addenda are written or graphic instruments issued by Stanley, Love-Stanley (SLS) prior to Bid opening which modify or interpret the Contract Documents by additions, deletions, clarifications, corrections or revisions.

3. A Bid is a complete and properly executed Bid Package to perform the Work submitted in accordance with all of the Contract Documents.

4. The “Base Bid”, is the sum stated in the Bid Form for which the Bidder offers to perform a complete Summary of Work described in the Contract Documents. Work may be added to or deducted from the base bid for the sums stated in the Alternates, if any. The Alternate amount is to include labor, material, sales tax, equipment, overhead and profit, all cost relative to the cost of work.

5. An Alternate Bid amount is an amount stated in the Bid to be added to or deducted from the Base Bid for a specified change in the scope of work. CDM and /or AFPLS have the right to accept or not to accept the alternate bids.

6. A Unit Price is an amount stated in the Bid as a price per unit of measurement for specified labor, materials, taxes, equipment or services or a portion of the Work as described in the Contract Documents. Unit costs are to include all relative cost to perform or not to perform work in units of measurement for the duration of the contract agreement. CDM and /or AFPLS have the right to accept or not accept unit costs.

7. A bidder is a person or entity who completes and submits a mandatory Bid Package and fully completed Bid Form.

8. Where an item of work is noted to be provided “as needed”, CDM has the sole responsibility to determine the need. This determination of need may be arrived at entirely without regard to any other right or remedy by CDM. The bidder does hereby waive all future claims arguing the “determination of need” with CDM.

Bidding Procedures

1. Bid Packages with Bid Form are to be received by at Fulton County Department of Purchasing, on behalf of CD Moody Construction Company, Inc. as noted in the Invitation to Bid.

2. All requested lump sum costs and unit cost items shall be bid. All blanks on the Bid Package Bid Forms shall be filled in by typewritten, or manually in ink. Manual entries must be legible.

3. Where so indicated on the Bid Forms, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4. Alterations and erasures must be initialed by the signer of the Bid.

5. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" as the Alternate Bid for that Alternate. Any Alternated Bid left blank may be deemed as a non-responsive bid or no cost.

6. The Bidder shall make no additional stipulations on the Bid Form nor qualify the Bid in any other manner.

7. Bidder, all signatures shall have the name and title of the signer typed or manually written in ink below the signature.

8. The Bid Package must be submitted enclosed in an envelope and sealed. Bid can be mailed or hand delivered (by bid date and time listed on invitation to bid) and shall be addressed to Fulton County Department of Purchasing, c/o CD Moody Construction Co., Inc. and clearly identified with the Project Name, the Bidders Name and Address, and the designated Bid Package Number for which the Bid is submitted. Bidder shall agree not to withdraw bid proposals for sixty (60) calendar days after date of receipt of bids.

9. Bidders must submit a separate Bid for Each Bid Package Scope of Work. If bidders wish to combine Packages to present a savings then one must specify the savings as indicated on the Bid Form.

10. Bids shall be deposited at the designated location prior to Bid Time on the Bid Date for receipt of Bids indicated in the Advertisement for Bids or any extension thereof made by Addendum.

11. The Bidder shall assume full responsibility for timely bid delivery at the location designated for receipt of Bids. The date and time for receipt is as set forth in the Invitation to Bid. Bids received after this date and time will not be accepted.

Basis of Award

The contract award shall be made to the responsible bidder submitting the bid that is determined through analysis to provide the best value within the GMP budget. The bidder must comply with all Contract Documents requirements. The best value bid shall be determined on the Base Bid less any selected deductive alternates. Additive alternates may be exercised in any priority order and will be considered only after the low bid has been determined.

1. Opening of Bids. The properly identified timely Bids will be opened privately.

2. Rejection of Bids. Fulton County Department of Purchasing and CDM, reserves the right to reject any or all bid proposals and to waive any technicalities.

3. A bidder may be judged to be not responsible if they have failed to perform or complete work in a responsible manner on other similar projects.

4. Fulton County Department of Purchasing and CDM shall have the right to waive informalities or irregularities in a Bid Form received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

5. Each Bidder shall be prepared to commence Work upon the date it receives the "Notice to Proceed" to be issued by CDM, or such later date as may be set forth therein.

Interpretations

1. Copies of addenda will be made available for inspection wherever Contract Documents are on file during the bidding process. Copies of addenda may be purchase from LDI Reproprinting. Obtaining the addendums and payment arrangements for addendums are the sole responsibility of the bidder.

2. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all addenda issued, if any, and the Bidder shall acknowledge their receipt in the Bid Forms. Failure of a Bidder to receive or acknowledge any addendum shall not relieve the Bidder of any obligation under the Bid. All addenda shall become part of the Contract Documents when issued.

3. Oral interpretations of the Construction Drawings and Specifications will not be made. Request for Information shall be made in writing to CDM ten (10) days prior to bid date. Fulton County Department of Purchasing, SLS, and CDM will not accept responsibility for any oral instructions or interpretations of the drawings, specifications, and/ or bidding documents. Failure of the successful Bidder to request or to receive and affirmative response before the bid day to a Request for Information shall not relieve the bidder of the obligation to execute the Work, at the bid price in accordance with a later interpretation by SLS or CDM

4. The Bidder shall carefully study and compare all Bid Packages with each other to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, insure compliance with national and local building codes, regulations, and shall at once report to CDM any errors inconsistencies or ambiguities in the Contract Documents.

Bidders Representations and Warranties

1. Bidders shall carefully examine all Contract Documents. The Bidder, by submitting a Bid, represents and warrants that:

a. The Bidder has read and understands the Contract Bidding Documents and the Bid is made in accordance therewith.

b. The Bidder has visited and examined the site; obtained first hand knowledge of existing conditions; understands the character, quality and quantity of the products needed for the prosecution of the Work; the general and local conditions and all other matters which can in any way affect the prosecution of the Work; is aware of all conditions and restraints under which the Work is to be performed; and has correlated all the Bidder's personal observations, any other facts presented herein or conditions that are known to or reasonably knowable by the Bidder with the requirements of the Contract Bidding Documents, including the proposed contract.

c. The bid is based upon furnishing the Work, including services, supervision, labor, materials, equipment, systems, applicable taxes, warranties and other things required by the Contract Bidding Requirements.

d. All subcontractor permit fees are included.

e. The bidder, if successful, will enter into a contract with CDM for the scope of work defined in the Contract Bidding Documents, and Bid Packages in the form of a C. D. Moody Construction Company Standard Contract Agreement.

2. The failure or omission of any Bidder to examine the site or any of the Contract Bidding Documents shall in no way relieve any Bidder from any obligation in respect to the Bid or the performance of the Contract if awarded. The successful Bidder shall not be entitled to any additional compensation for conditions, which could or should have been determined by examining the site and the Contact Bidding Documents as described above.

3. Fee Exemptions: Project is not exempt from utility connection fees of any kind. The Bidder has included all necessary utility connection fees associated with their work.

Substitutions

1. No substitutions for specified materials, equipment and manufacturers will be considered. Refer to Section 01 25 13 of the Construction Specifications.

2. Potential substitutions may be considered only if submitted as a Value Engineering Option. All documentation for a Value Engineering Substitution must be submitted to C. D. Moody Construction Company Inc, with the Bid Package on the bid date specified. Such Value Engineering Options shall include the name of the specified product, material, or equipment, and the drawing number or specification section as appropriate. The request shall provide a complete description of the proposed substitution including drawings, performance, test data, and other information necessary for an evaluation. The Value Engineering Option shall explain fully the difference, if any, between the specified product and the one or more named in the specifications, including difference in cost. A statement setting forth changes in other materials, equipment or other portions of work including changes in the work of other contracts that incorporation of the propose substitution would require shall be included in the request. The burden of proof of the merit of the propose substitution is upon the sole responsibility of the bidder. The Architect's decision of the approval or disapproval of the proposed Value Engineering Substitution shall be final.

3. Material Testing can only be performed by Atlanta-Fulton County Public Library System (AFPLS) approved testing firm. The approved firm is as follows: CARDNO ATC

Bid Bonds, Payment bonds, Performance Bonds

1. Bid Bonds are not required for this project. Payment and Performance Bonds in the amount of 100% for the successful awarded bids in excess of **$50,000.00**, must be furnished from a bonding company with a Best rating of "A" or better, and will be required from the successful bidder on standard AIA Performance and Payment Bond Forms.

2. The cost of said bonds shall be identified and clearly labeled on the Bid Form where required.

3. In the event the Subcontractor shall fail to promptly provide such bonds CDM may terminate the intent to enter into an Agreement or Executed Agreement, and re-award the Work to another subcontractor, and subcontractor shall indemnify and hold CDM harmless from all added costs and expenses incurred by CDM as a result thereof.

4. If a Base Bid exceeds $50,000.00, and the Bidder is awarded a Contract, the Bidder or Subcontractor shall not commence its Work without having said Performance and Payment bonds and any such commencement shall not be considered a waiver, or release by CDM of the above requirements. Subcontractor shall be deemed to have proceeded with Work, at its own risk, and shall not be entitled to payment hereunder until such bonds are delivered to CDM.

Equal Employment and Nondiscrimination

1. AFPLS, SLS, and CDM are committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination based on race, creed, color, sex, age, religion, national origin, or disability in employment.

2. It is the desire of AFPLS, SLS, and CDM that Minority Businesses be given the opportunity to bid on the various parts of the Work. This desire is not intended to restrict or limit competitive bidding or to increase the cost of the Work. AFPLS, SLS, and CDM support a healthy free market system that seeks to include responsible businesses and provide ample opportunities for business growth and development.

3. A Bidder must acknowledge on the Bid Package Form whether or not they are certified Minority Business Enterprise.

BID FORM

TRADE NAME_____

BIDDERS INFORMATION

BASE BID:

The undersigned has examined the instruction to bidders, subcontract agreement, specifications, drawings, and other contract documents as well as the project site, and is fully informed as to the nature of work, and conditions releating to its completion. We hereby propose to furnish all labor, materials, tools, equipment, taxes, permits, and means of construction to execute the work called for herein relating to the **Southeast Atlanta Branch Library**. Work shall be in accordance with contract documents prepared by Stanely Love-Stanley, P.C., in association with,Craig Gaulden Davis, and all applicable OSHA, Life Safety, and Building Codes.

The base bid for the referenced scope of work is:

_____Dollars
(enter amount in wirting)

$_____Lump Sum

BOND:

Bond Rate:_____% Bonding Company_____

BASE BID BREAKDOWN:

Bid Package #	Description of Work	MWBE $$	Total Price
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TOTAL BID (Bond Excluded) _____

MWBE Percent

_____%

PRE-BID CONFERENCE

PHASE 1

Southeast Atlanta Branch Library

September 16, 2014
1:00-2:00 PM

Fulton County Department of Purchasing & Contract Compliance

130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303

C.D. MOODY CONSTRUCTION

atlanta-fulton public library system

FULTON COUNTY

STANLEY LOVE-STANLEY P.C.

C.D. MOODY CONSTRUCTION CO. INC.

R.F.I. No: _____

Date: _____

REQUEST FOR INFORMATION

_____ PROJECT: _____

_____ _____

_____ LOCATION: _____
(Mailing Address)

_____ _____

SUBJECT: _____

REFERENCE DRAWING: _____ SPEC. SECTION: _____

WE ARE THIS DATE REQUESTING THE FOLLOWING INFORMATION:

_____
_____
_____
_____
_____
_____
_____
_____
_____

THE ABOVE INFORMATION IS NEEDED ( ) TODAY ( ) WITHIN 24 HOURS
( ) ASAP

_____

REPLY: _____
_____
_____
_____

RETURN A COPY OF THIS FORM WITH YOUR REPLY. _____

INFO FURNISHED BY:

DATE INFO. REQUIRED: _____

_____
DATE

_____
AUTHORIZED REPRESENTATIVE

DISTRIBUTION

_____
INITIATED BY

C.D. MOODY CONSTRUCTION

Subcontractor Pre-Qualification Form

Please fax to 770.482.7727
or email to info@cdmoodyconstruction.com

Contact Information:

Company Name: _____

Primary Business Contact: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Web Address: _____ Email: _____

Profile Information:

Trade(s) Performed: _____

_____

Geographic Region(s) Serviced: _____

Structure Type(s) Preferred:

- ❑ Commercial ❑ Residential ❑ Industrial ❑ Government ❑ Transportation ❑ Religious
- ❑ Hospitality ❑ Education ❑ Retail ❑ Military ❑ Healthcare ❑ Utilities
- ❑ Other(s): _____

Work Type(s) Preferred: ❑ New ❑ Alterations/Rehabilitations ❑ Interior Fit-Ups

Typical Project $ Size: _____ Annual $ Volume of Work: _____

Years in Business: _____ # of Employees: _____ Labor Affiliation: ❑ Union ❑ Non-Union ❑ Prevailing Wage

Business Certifications: *(Attach documentation from any local, state or federal agency that has certified your company.)*

- ❑ Minority Business Enterprise (MBE)
- ❑ Woman Business Enterprise (WBE)
- ❑ Small Business Enterprise (SBE)
- ❑ Other: _____
- ❑ Disadvantaged Business Enterprise (DBE)
- ❑ Local Business Enterprise (LBE)
- ❑ Veterans Business Enterprise (VBE)

Manufacturer Certifications: _____

Trade Association and/or Organizations: _____

Projects Recently Completed *(List 2)*:

Project Title: _____ Location: _____

Trade(s) Performed: _____

Contract Amount: _____ Date Completed: _____

Owner/CM/GC: _____

Project Title: _____ Location: _____

Trade(s) Performed: _____

Contract Amount: _____ Date Completed: _____

Owner/CM/GC: _____

Form completed by: _____ Title: _____
(Please Print)

Signature: _____ Date: _____

{Date.Short Date}

Attention: {ToContact.DisplayName}
{ToCompany.Name}
{ToContact.DisplayAddress}

RE: {Projects.Name}
{Contracts.Type}
{Contracts.ContractNumber} {Contracts.Description}

Dear {ToContact.Prefix} {ToContact.DisplayName} ;

Enclosed are two copies of the subcontract agreement covering the above referenced project. Please sign and return both copies and, after execution on our part, one complete copy will be returned to you for your files. Each page of the subcontract must be initialed. The executed subcontract, the insurance certificate and Payment and Performance Bond must be returned to us within two weeks of the date posted above. C.D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} WILL NOT make payment on this contract without an executed copy of the subcontract, a proper insurance certificate and Payment and Performance Bonds (if required) in our files. Thus, an executed subcontract and all required documents must be submitted prior to material delivery and/or mobilization to the site.

Please complete the insurance certificate included with this subcontract and in accordance with **Exhibit "G".**

Please use the enclosed copies of the Payment and Performance Bond forms **Exhibit "D".**

Enclosed you will find the form **Exhibit "A"** "Subcontractor's Application for Payment", to be used for your monthly billing, and completed in full for the processing of your billing.

If you are a new subcontractor with C.D. Moody Construction Co., Inc. or have not completed a "Form W-9" one has been attached for your convenience. Please complete and return to me.

Sincerely,

{Projects.ProjectManager}
Project Manager
C.D. Moody Construction Co., Inc.

Enclosures

C.D. MOODY CONSTRUCTION CO. INC.
SUBCONTRACT AGREEMENT

THIS SUBCONTRACT AGREEMENT (hereinafter "Agreement") is entered into as of this ({Contracts.ContractDate} "Contract Date") by and between C.D. MOODY CONSTRUCTION CO. INC., 6017 Redan Road, Lithonia, Georgia 30058, (hereinafter "Contractor") and {ToCompany.Name} (hereinafter "Subcontractor"). In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and Subcontractor hereby covenant and agree as follows:

PROJECT NAME: {Projects.Name}

PROJECT ADDRESS: {Projects.Address}

OWNER: {LegalDocInfo.Owner}

ADDRESS: {LegalDocInfo.OwnerAddr1}
{LegalDocInfo.OwnerAddr2}

ARCHITECT: {Projects.ProjectArchitect}

ADDRESS: {LegalDocInfo.ArchAddr1}
{LegalDocInfo.ArchAddr2}

SUBCONTRACT NO.: {Contracts.ContractNumber}

PROJECT NO.: {Projects.Number}
COST CODE: {ContractSchedOfValues.BdgtCode}
SUBCONTRACTOR: {ToCompany.Name}

ADDRESS: {ToContact.DisplayAddress}

TELEPHONE: {ToContact.Tel} FAX NUMBER: {ToContact.Fax}

SUBCONTRACT PRICE: ({Contracts.OrigValue} "NumToText") ({Contracts.OrigValue})

SUBCONTRACTOR'S PERFORMANCE & PAYMENT BOND REQUIRED: YES

Article 1
SCOPE OF SUBCONTRACTOR'S WORK

1.1 The Subcontractor, as an independent contractor employed by the Contractor, agrees to provide and to furnish all supervision, labor, materials, scaffolding, equipment, systems, machinery, tools, apparatus, transportation, shop drawings, samples and submittals necessary to provide, furnish and complete the following Work, all in strict accordance and full compliance with the terms of the Contract Documents:

1.1.1 - Project Specific Requirements

1. Subcontractor shall provide all submittals, engineering, shop drawings, samples, mock-ups, and erection drawings required by the contract documents, and other reasonable submittal requests by the contractor for coordination purposes.

2. Subcontractor shall coordinate its work with other contractors, subcontractors, and Owners forces. As indicated in Article 3, coordination shall include review of all fabrication and shop drawings, all product data, and other contract documents referring to items requiring integration and compatibility with the Work required of Subcontractor. Subcontractor shall advise Contractor of any potential conflicts between its work and work being provided and/or performed by others. Subcontractor shall be responsible for damages, including removing and replacing its Work and time lost, incurred by its failure to coordinate with all fabrication and shop drawings, all product data, and other contract documents provided, onsite or otherwise, for coordination.

3. Subcontractor shall furnish all close out documents with or prior to 80% completion billing.

4. Prior to the construction of the permanent building perimeter wall, C. D. Moody Construction Company, Inc. will install temporary perimeter safety railings as required. If building structure is structural steel, the structural steel contractor will install temporary perimeter safety railings as required. Subcontractor shall coordinate and sequence the access of materials and all other operations involving the temporary removal and replacement of these safety railings with C. D. Moody Construction Company, Inc., and shall exercise due care to protect all safety railings and shall carry out all work in a manner to minimize the number of openings in safety railings.

5. Subcontractor shall provide all hoisting, scaffolding, hoist operators, and personnel and hoisting accessories, including barricades and/or trained flagmen in the vicinity of hoisting operations and on the ground below hoisting operations.

6. C. D. Moody Construction Company, Inc. shall furnish benchmarks and base control lines at each level of the building for use by all subcontractors. All other layout, field engineering, and field measurements required for the execution of this subcontract will be the responsibility of Subcontractor.

7. C. D. Moody Construction Company, Inc. will provide basic security/construction fencing around the jobsite to be maintained during construction. Should the Subcontractor deem it necessary to remove any portion of this construction fence for the execution of his work, it will be his responsibility to replace the fencing to its original state and to protect the area during the period he has the portion removed. In addition, he shall be responsible for repairing or replacing any portion of the fence damaged by his work forces.

8. Subcontractor includes all come-back/remobilization operations relating to this subcontract that is normal and to be expected.

9. Subcontractor shall provide labor, material, and coordination of all block outs, sleeves, or embedded items to be placed within the structure to allow for the completion of this scope of work. Subcontractor is to remain in close contact with the General Contractor regarding project schedule to ensure that all necessary items are included to eliminate the need for any cutting and patching.

10. Subcontractor shall provide fire proofing or sealing at all penetrations as required.

11. Subcontractor shall provide all required testing, certification, licenses, fees, permits, and agency approvals involving this scope of work.

12. Subcontractor shall coordinate mechanical, electrical, and architectural requirements to be used in conjunction with this scope of work.

13. Subcontractor shall provide Payment and Performance Bond if contract value is greater than fifty thousand dollars ($50,000.00).

14. Subcontractor shall direct his crews to work Saturdays to compensate for any normal workdays lost due to inclement weather, holidays, or other circumstances.

15. All work must be performed in strict accordance to OSHA rules and regulations.

16. Subcontractor is responsible for purchasing and adhering to the latest construction documents, bulletins and specifications. Drawings, bulletins and specifications are available for immediate download via C. D. Moody Construction's Web site. Web link is http://www.cdmoodyconstruction.com/estimating/estimating.html. Login for ftp site is **ftpuser** and password is **cdmftp** all lowercase.

17. Storage of materials, tools, equipment, and field offices will be subject to Contractor's coordination and approval. Subcontractor may be required, at its expense, to relocate.

18. Subcontractor will be responsible for postage and courier charges incurred by the Contractor for returning information to the Subcontractor for the Subcontractor's benefit of maintaining the schedule.

19. Subcontractor warrants and represents that it has fully educated itself on the recent material price escalations and quantity shortages in the steel, aluminum, copper and other metal material industries. Subcontractor is aware how the material price escalations and delivery time periods effect the commitments made to Contractor in this Subcontract agreement. Subcontractor is experienced and fully qualified to perform the obligations of this Subcontract, that it has fully investigated, is fully familiar with and has taken into account material costs and availability, shipping and other related charges, and all other aspects of the raw material and fabricated material markets relating to the obligations of this Subcontract, and that it can perform the obligations of this Subcontract for the price and within the time set forth therein. Subcontractor further agrees not to seek a cost or time increase on the basis of the factors set forth above."

20. Subcontractor includes minor adjustments to typical conditions, connections, transitions, etc. that are normal and to be expected.

21. Subcontractor is responsible for insuring all requirements associated with Subcontractor's work for inspections are met prior to scheduled inspections. Subcontractor shall be responsible for any cost and/or delays caused by work or material not being in place at time of inspections.

22. Subcontractor is responsible for adequately covering/protecting block-outs and openings required by Subcontractors scope of work.

23. Subcontractor shall coordinate all rough-in locations with other trades

24. Shop drawing re-submittals shall be made within one week of notification of rejection or as requested by Contractor.

25. Subcontractor shall include list of Change Order Requests with pay applications. List shall include COR number, description, requested amount, amount approved by Contractor, and Subcontractor Change Order number in which change was included. Failure to produce such a list with pay application shall result in rejection of pay request and/or rejection of Change Order Requests.

26. Subcontractor shall provide material procurement schedule, critical path method schedule and updated as-built drawings with the Subcontractor's application for payment.

27. Subcontractor is responsible for locating all existing permanent utilities and is responsible for any damage caused to existing utilities in the process of Subcontractor's Work.

28. C. D. Moody Construction Company will provide a dumpster. Subcontractor shall clean-up daily in strict accordance with the contract. Any debris will become the Subcontractor's responsibility to remove from the site. Removal of large debris is the responsibility of the subcontractor.

1.1.2 - Trade Specific Scope: (Reference EXHIBIT H)

Article 2
THE CONTRACT DOCUMENTS PERTAINING TO SUBCONTRACTOR'S WORK

2.1 The Contract Documents for this Agreement consist of this Agreement and any Exhibits or attachments hereto, the contract and all conditions to the contract (General, Supplementary and any other Conditions) between the Owner and the Contractor for the Project, all drawings, specifications, and Contract Documents referenced in the contract between the Owner and the Contractor, along with all addenda and modifications to that contract.

2.2 Notwithstanding the foregoing, the payment provisions, and any provisions requiring the arbitration of disputes, contained in the contract or conditions to the contract between the Owner and the Contractor are specifically excluded from the Contract Documents and are not incorporated by reference into this Agreement.

2.3 With respect to its Work, the Subcontractor agrees to be bound to the Contractor by all of the terms of the contract between the Contractor and the Owner (except for the payment provisions) and the Contract Documents thereto, and assumes toward the Contractor and the Owner all the obligations and responsibilities that the Contractor by those instruments assumes toward the Owner.

2.4 This Agreement, and the Contract Documents enumerated in this Agreement, represent the entire integrated agreement of the parties and supersede all prior negotiations, representations or agreements, whether express or implied, written or oral. This Agreement may only be amended or modified by a writing signed by both Subcontractor and Contractor.

2.5 The Subcontractor's execution of this Agreement is a representation by the Subcontractor that it has visited the site, is familiar with local conditions under which the Work is to be performed and has correlated its personal observations with the requirements of the Contract Documents.

2.6 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Subcontractor. All Work shown on the drawings but not specified, or specified but not shown on the drawings, shall be performed by the Subcontractor under the terms of this Agreement, and shall not constitute the basis for a claim by the Subcontractor for an increase in the Subcontract Price, or for an extension of time within which to complete its Work. Drawings and Specifications are to be construed as supplementing each other and as being complementary. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

2.7 The Subcontractor further acknowledges and agrees that its execution of this Agreement constitutes a warranty and representation that the Subcontractor has reviewed and inspected the Contract Documents applicable to its Work, and except as modified by a Change Order, the Work shall be performed and completed in accordance with the Contract Documents, including all addenda thereto.

2.8 The Subcontractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Contractor any error, inconsistency or omission discovered. The Subcontractor shall be liable for any damage resulting from such errors, inconsistencies, or omissions if it recognizes or should have recognized such error, inconsistency, or omission and failed to report it to the Contractor before executing the Work. By performing any construction activity involving an error, inconsistency, or omission in the Contract Documents, which the Subcontractor recognized or should have recognized, the Subcontractor assumes the risk of such performance and agrees to bear full responsibility for all costs of correction.

2.9 The Contractor shall have the benefit of all rights, redress and remedies against the Subcontractor that the Owner has against the Contractor under its contract with the Contractor. In the event a provision of the contract or conditions of the contract between the Owner and the Contractor is inconsistent with the provisions of this Agreement, this Agreement shall control.

2.10 Should the Owner not engage an Architect on the Project, the rights of the parties hereto shall be determined without regard to any certificate, determinations, or other functions which the Contract Documents may anticipate an Architect will perform. In the event the Owner terminates the employment of the Architect initially engaged on the Project, any replacement Architect appointed by the Owner shall have the same status under the Contract Documents as the former Architect.

Article 3
SUBCONTRACTOR'S OBLIGATIONS

3.1 By executing this Agreement, the Subcontractor acknowledges and agrees that the Contract Documents are adequate and sufficient to perform and complete all of the Work shown or reasonably inferable from the Contract Documents.

3.2 By executing this Agreement, the Subcontractor represents that it has investigated, examined, inspected, and thoroughly familiarized itself with the Contract Documents, the site and adjoining premises where its Work is to be performed, and that it has thoroughly informed itself as to any difficulties in connection therewith. The Subcontractor further warrants that the Contractor has made no representations of any kind or nature not contained in this Agreement. Commencement of the Work or any portion thereof by the Subcontractor shall be conclusive evidence that the jobsite, or that part thereof at which the Work is being performed, is in proper condition for the reception and installation of the Work. The Subcontractor further warrants and represents that it has taken into account all foreseeable climatic conditions, the availability and costs of labor and materials, tools and equipment, the Owner's and Contractor's scheduling requirements, and potential for Project congestion caused by the work of others preceding simultaneously with Subcontractor's Work.

3.3 The quantity and scope of the Work required herein is directed by the whole of the Contract Documents. The Subcontractor acknowledges its obligation under this Agreement to coordinate and review its Work with materials and/or equipment to be furnished by others to ensure completely compatible systems. The Subcontractor shall review all fabrication and shop drawings, and all product data and other Contract Documents referring to items requiring integration and compatibility with the Work required of Subcontractor.

3.4 The Subcontractor shall review the surfaces provided by others to which its Work is to be applied, and shall notify the Contractor of any defect or condition detrimental to the Work, prior to the commencement of its Work; otherwise, it shall be deemed that the Subcontractor has accepted the conditions of such surfaces and shall be liable for all consequences resulting therefrom.

3.5 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's forces or separate contractors to the extent their work might interfere with the Subcontractor's Work and Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion if requested by the Contractor. Subcontractor shall also advise Contractor of any potential conflicts between its Work and that of the Contractor, other subcontractors or Owner's forces. In situations where a conflict arises between the Subcontractor's Work and the work of others, the Contractor will determine which work has the highest priority. Such action by the Contractor shall not entitle the Subcontractor to an adjustment in the Subcontract Price or time for performance, as the Subcontractor has anticipated and provided for such scheduling conflicts in its Subcontract Price and agreement to comply with the Schedule.

3.6 The Subcontractor shall take all necessary precautions to protect, and shall be liable for any damages to, adjacent surfaces caused by its Work, including damages resulting from Subcontractor's cleaning of such surfaces.

3.7 In the event the Subcontractor knowingly performs Work on or adjacent to defective work provided by others, or provides or performs Work in violation of any Code requirements, statutes, laws or regulations, the Subcontractor shall be fully responsible for and shall indemnify the Contractor from all damages caused thereby, including the costs to remove and replace its Work and any work of other subcontractors, the Contractor, or the Owner's forces or separate contractors affected thereby.

3.8 The Contractor shall make available within reasonable limits, temporary services for the benefit of Subcontractor, consisting of sanitary toilet facilities, potable water, 110 volt electric service and litter containers. Litter containers shall not be utilized for the deposit of scrap or waste construction materials. The Subcontractor hereby agrees to constantly maintain proper housekeeping controls for construction debris and litter arising from its operations and shall clean, on a daily basis, all debris and foreign material resulting from its Work.

3.9 The Subcontractor shall provide, maintain and remove from the Project site upon completion of its Work, all temporary offices, structures for the use of its employees, sheds and storage facilities, complete with all related utilities, gas, telephone and water. Storage areas for the use of the Subcontractor shall be designated by the Contractor, and no materials or equipment shall be stored by the Subcontractor except in areas approved by the Contractor. Such storage areas shall be maintained in an orderly condition by the Subcontractor.

3.10 The Subcontractor shall provide and be responsible for all layouts, including the accuracy thereof, necessary for the performance of its Work.

3.11 The Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting, and sealing of its Work that may be required to fit it to, receive, or be received by the work of others as shown, or reasonably implied by the Contract Documents, or as required, or reasonably implied by the rules and regulations, codes, and requirements of any regulatory or governmental agency having jurisdiction over the Project; or as required or reasonably implied to achieve consistency and compatibility with the design elements being penetrated.

3.12 Except as otherwise provided in the Contract Documents, the Subcontractor shall pay the Contractor the reasonable value of any of the Contractor's equipment used by the Subcontractor in performing its Work.

3.13 The scope of the Subcontractor's Work includes an obligation to completely clean all Work and remove all debris resulting from the Work to the on-site dumpster or such other on-site locations designated by the Contractor as often as necessary and as often as directed by Contractor. If the Subcontractor fails, within twenty-four (24) hours of receipt of written notice to the Subcontractor's field supervisor, to correct a failure to properly clean-up and dispose of all trash and waste materials created by the Subcontractor, the Contractor shall have the right to terminate this Agreement, or at its option, to perform such clean-up for Subcontractor, and the Subcontractor hereby agrees to pay the Contractor for all costs incurred by the Contractor in performing the clean-up work. Clean-up of the Work, and the daily removal of debris from the areas of the Work is mandatory. Each day, all trash and debris shall be deposited into the on-site dumpster or at such other on-site location designated by the Contractor. Fire exits, corridors, ladderways, doorways and exit paths shall be clear of debris and open to pedestrian and wheelchair traffic at all times, specifically including nights and weekends.

3.14 Work hours shall be from 7:00 a.m. to 3:30 p.m., Monday through Friday, unless adjusted by the Superintendent. Holidays shall be as follows:

New Year's Day	Christmas Day
Fourth of July	Memorial Day
Thanksgiving Day	Labor Day

Any work beyond these hours must have prior approval by the Contractor's Project Manager or Superintendent.

3.15 The Subcontractor shall be represented by a person or persons authorized to represent it at weekly Safety and Subcontractor Meetings, commencing two (2) weeks prior to the commencement date of the Work covered by this Agreement.

3.16 The Subcontractor shall submit a daily construction report to the Contractor, which shall, at a minimum, include a description of the Subcontractor's activities for the day and any delays or hindrances encountered, a work force count by trade for the Subcontractor and any of its sub-subcontractors, and a listing of any major deliveries. The Subcontractor's daily report is due by noon the following day.

3.17 Where testing agency standards are referenced in the Contract Documents, all materials shall be tested and certified by an approved, independent testing firm acceptable to the Contractor. All costs associated with any test failure, or the cancellation of any scheduled test, attributable to the Subcontractor shall be the responsibility of the Subcontractor.

3.18 Deliveries of materials to the jobsite are to be received, unloaded and stored by the Subcontractor and are to be coordinated with the Contractor. The Subcontractor is solely responsible for the safety of its own materials, equipment and tools, and the Contractor and Owner are not responsible for damages or loss thereto resulting from vandalism, theft or any other cause.

3.19 Location of employee parking, equipment parking, material storage, and temporary trailers shall be subject to approval by the Contractor. Subcontractor shall move material, and/or temporary trailers as directed by Contractor with all costs of same to be borne by Subcontractor.

3.20 Except as otherwise provided by the Contract Documents, the Subcontractor shall pay all royalties and license fees required as a result of its Work. The Subcontractor shall defend all suits or claims for infringement of any patent or other intellectual property rights brought against the Contractor or Owner arising out of the Subcontractor's Work, and shall be liable to the Contractor and Owner for all losses or expenses, including attorney's fees, incurred as a result thereof.

3.21 In the event the Subcontractor seeks to contract with a sub-subcontractor for any portion of the Work covered by this Agreement, prior written approval of the Contractor must be obtained.

Article 4
THE TIME FOR PERFORMANCE OF THE WORK

4.1 Except as otherwise provided elsewhere in the Contract Documents, the Subcontractor shall commence the Work in accordance with Contractor's Project Schedule (and any modifications or amendments thereto) (the "Schedule") or when directed by verbal or written notice from the Contractor. The Subcontractor shall diligently and continuously prosecute its Work in an efficient fashion so as not to cause delay in the progress of Contractor's work or in any other portions of the Project carried on by other subcontractors. The Subcontractor shall coordinate its Work with the work being performed on the Project by other trades so that the Contractor shall not be delayed due to any act or omission of the Subcontractor. The Subcontractor shall take all necessary action to assure the completion of the Project within the time specified in the Contract Documents.

4.2 Time is of the essence of this Agreement. In agreeing to complete the Work within the times and sequences provide for herein, the Subcontractor warrants and represents that it has taken into consideration and made allowances for all hindrances and delays incident to its Work.

4.3 The Schedule has or will be developed by the Contractor, and shall reflect the times required for various areas of work on the Project. The Subcontractor shall participate and cooperate with the Contractor in scheduling the times and sequences required to perform the Subcontractor's Work and agrees to perform its Work in accordance with the Schedule, as revised and amended. The Subcontractor shall continuously monitor the Schedule and shall advise the Contractor of the status of its performance on a regular basis, including information on the status of Shop Drawings, Sample Submittals, Materials or Equipment that is in the course of preparation or manufacture. The Subcontractor shall notify the Contractor in writing no later than three (3) days after receipt of any revision or amendment to the Project Schedule, or the occurrence of any event or circumstance which may affect the times and sequences in the Schedule, and shall request in that notice any time extensions permitted under this Agreement. The notice shall also be accompanied by all data or information required by the Contract Documents so as to enable the Contractor to process the request consistent with the Contract Documents.

4.4 If the Subcontractor is responsible for any delays in the time and sequence of the Schedule, the Subcontractor shall at its own expense, perform any overtime work necessary to bring its Work back on Schedule. The Contractor may at any time direct the Subcontractor to perform overtime work to bring its Work back on Schedule. If the Subcontractor is responsible for a delay in the time and sequence of the Schedule, the Subcontractor shall pay the Contractor for all costs and damages suffered by Contractor as a result of such delay, including any damages assessed against the Contractor by the Owner under the Contract Documents.

4.5 If requested by the Contractor, the Subcontractor shall also, at its expense, maintain, and update at least monthly, a critical path method schedule for the Subcontractor's Work containing such detail as may reasonably be requested by the Contractor.

Article 5
THE SUBCONTRACT PRICE

5.1 As full consideration for the complete performance of the Work, the Subcontractor is entitled to payment of the amount set forth on page 2 (the "Subcontract Price"). Except for increases or decreases in the Subcontract Price by Change Order as provided for in this Agreement, the Subcontract Price is the total sum to be paid to the Subcontractor for the performance of the Work.

5.2 Prior to the first application for payment, the Subcontractor shall submit to the Contractor for its approval an itemized schedule of values allocating the Subcontract Price to the various portions of the Work. The schedule of values shall be in such form and supported by such data to substantiate its accuracy as required by the Contract Documents, or as the Contractor may reasonably require. The schedule of values, once accepted by the Contractor, will be used as the basis for evaluating the Subcontractor's Applications for Payment.

Article 6
PROGRESS PAYMENTS

6.1 The Subcontract Price shall be paid by the Contractor to the Subcontractor as follows:

6.1.1 Payment shall be made in monthly installments as the Work progresses unless the Subcontractor is in default. Applications for Payment submitted by the Subcontractor shall correspond to payment applications submitted by the Contractor to the Architect, and the payment period shall be one calendar month ending on the last day of the month. On or before the **20th** day of each month, the Subcontractor shall submit to the Contractor a written Application for Payment on the form attached to this Agreement as **Exhibit A**, showing the proportionate value of Work performed and completed to date, including a projection of the value of Work that will be performed and completed through the last day of the month, along with all substantiating data and information as required by the Contract Documents, from which shall be deducted: (1) retainage of 10%; (2) all previous payments; (3) all charges for materials and services furnished by the Contractor to the Subcontractor; and (4) any other charges and deductions as provided for in this Agreement or in the Contract Documents. The balance of the requisition, to the extent approved by the Owner and Contractor, shall be payable to the Subcontractor within seven (7) calendar days after payment for same is received by the Contractor from the Owner. The Subcontractor acknowledges and agrees that the Contractor's receipt of payment from the Owner is an express condition precedent to the Contractor's obligation to pay the Subcontractor the Subcontract Price.

6.1.2 The Subcontractor's approved schedule of values and the quantities of Work performed and materials furnished as established by the Contractor, Owner or the Owner's Representative (if any), shall constitute the basis for calculating the payment amount owed to the Subcontractor in connection with each Application for Payment.

6.1.3 Payments made on account of materials not incorporated in the Work but delivered and suitably stored, shall be made, if at all, in accordance with the Contract Documents. All requests for payments for stored materials shall be accompanied by vendor invoices itemizing respective quantities and unit costs of such stored material. At its option, the Contractor may make payment for stored material by joint check to the Subcontractor and vendor and/or require, as a condition precedent to payment for stored materials, that a bill of sale, proper insurance, a waiver of lien, and a release, effective as of the date of the payment, be furnished from both Subcontractor and the material supplier.

6.1.4 Material stored on the site, and for which payment is requested, shall be in the care and custody of the Subcontractor, and shall not be removed from the site without the written consent of the Contractor. The Contractor's receipt of payment from the Owner for any stored materials is an express condition precedent to the Contractor's payment obligation, if any, to the Subcontractor for such stored materials.

6.2 Prior to submitting its first Application for Payment, the Subcontractor shall provide a list of all known sub-subcontractors, laborers, materialmen, or other vendors and suppliers, and shall update such list with each subsequent Application submitted.

6.3 The Subcontractor shall pay for all materials and labor used in connection with the performance of this Agreement through the period covered by payments received from the Contractor, and furnish satisfactory evidence, when requested by the Contractor, to verify compliance with this requirement. As a condition precedent to receipt of any progress payments, the Subcontractor further agrees to furnish to the Contractor, at the time of each progress payment, an executed Interim Waiver and Release Upon Payment in the form attached to this Agreement as **Exhibit B.** If requested by the Contractor, the Subcontractor shall also provide the Contractor with like waivers and releases from the Subcontractor's sub-subcontractors, laborers, and vendors, and any other person or entity furnishing labor, services, equipment or materials to the Subcontractor in connection with its Work.

6.4 No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be acceptance of defective Work or improper materials.

6.5 Contractor's obligation to pay the Subcontract Price is executory and conditioned upon the Subcontractor's compliance with this Agreement, and the Subcontractor's completion of the Work. It is further expressly agreed and intended by the parties hereto that payment by the Owner to the Contractor is an absolute condition precedent to any obligation by the Contractor to make payment to the Subcontractor for all or any portion of the Work to be performed by the Subcontractor under this Agreement.

6.6 To the extent that any provisions of this Article 6 are inconsistent with any part of the Contract Documents, the provisions of this Article 6 shall control.

Article 7
FINAL PAYMENT

7.1 Final Payment including, retention, shall be made to the Subcontractor upon: (i) completion of the Subcontractor's Work in accordance with the Contract Documents; (ii) acceptance of Subcontractor's Work by the Contractor and Owner; (iii) the occurrence of any and all conditions precedent to Subcontractor's entitlement to Final Payment, as provided in the contract between the Owner and the Contractor or elsewhere in the Contract Documents; (iv) receipt by the Contractor of funds from the Owner so as to permit the Contractor to make the Final Payment to the Subcontractor; (v) consent of the Subcontractor's surety, if any, to the making of final payment; and (vi) certification from the Subcontractor in the form attached hereto as **Exhibit C** that all labor (including customary fringe benefits and payments due under collective bargaining agreements) and all sub-subcontractors, laborers, materialmen and suppliers have been paid in full and are waiving or have previously waived any lien or bond claim rights upon the making of Final Payment. The Subcontractor acknowledges and agrees that the Contractor's receipt of payment from the Owner is an express condition precedent to the Contractor's obligation to make Final Payment to the Subcontractor under this Agreement.

7.2 Final Payment is further subject to the Contractor's prior receipt from the Subcontractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees, warranties and bonds relating to the Work, at eighty percent (80%) completion of the Work.

7.3 Acceptance of Final Payment by Subcontractor shall constitute a full waiver and release by Subcontractor of all claims against Contractor or Owner arising out of or relating to this Agreement.

7.4 To the extent that any provisions of this Article 7 are inconsistent with any part of the Contract Documents, the provisions of this Article 7 shall control.

Article 8
SUBMITTALS

8.1 Since time is of the essence of this Agreement, the Subcontractor shall proceed at once to prepare all required shop drawings, product data, samples and similar submittals required by the Contract Document and furnish same for approval by the Architect prior to fabrication of any item to be furnished under this Agreement. Submittal data shall be complete when submitted so as to ensure scheduled delivery of all equipment and/or materials and so as not to delay the progress of either the Subcontractor's Work or the work required of the Contractor pursuant to its contract with the Owner. The number of copies of such data as is required by the Contract Documents, plus one additional copy for the Contractor's use, shall be submitted, plus the number of copies desired by the Subcontractor for its use. Subcontractor agrees to keep the Contractor fully informed regarding its delivery schedule and shall immediately advise the Contractor in writing of any delay or anticipated delay.

8.2 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work under this Agreement as mutually agreed, including information on the status of materials and equipment which may be in the course of preparation or manufacture. If requested by Contractor, a complete up-to-date procurement schedule shall be submitted on forms acceptable to the Contractor.

8.3 The Subcontractor shall comply with all scheduling and reporting requirements imposed upon Contractor in its contract with the Owner and shall furnish and supply Contractor such supplemental and additional information and reporting documentation as reasonably required by Contractor during the performance by Subcontractor of its Work.

8.4 The Subcontractor shall maintain and record on a daily basis as-built drawings, documents and data applicable to its Work, and shall make such drawings, documents and data available for the Contractor's review on a monthly basis in connection with the Subcontractor's Applications for Payment. The Subcontractor's compliance with this requirement, and the Contractor's monthly review is a condition precedent to the Contractor's obligation to issue progress payments under this Agreement.

8.5 The Contractor's review or approval of any shop drawings, cut sheets, samples, material lists, as-built documents, data or other submissions, including mock-ups, shall not relieve the Subcontractor of any of its duties under the Contract Documents, and/or its responsibility to perform the Work in the manner necessary to produce the results required and intended by the Contract Documents.

Article 9
SUPERINTENDENCE

9.1 The Subcontractor shall provide adequate, competent, and experienced full-time, on-site supervision (satisfactory to the Contractor) during the performance of its Work. Such supervision shall have the authority to carry out directions from the Contractor relating to the Subcontractor's Work or responsibilities.

9.2 The Subcontractor shall provide technical services as required to effect the operation of equipment and/or material furnished under this Agreement, including performance of specific testing, if any, and shall instruct the Owner's personnel in the operation, maintenance and control of such equipment.

9.3 If obligations are imposed upon the Contractor in its contract with the Owner regarding superintendence or project management, these obligations are specifically incorporated herein by reference and are imposed upon the Subcontractor to the extent necessary to assure the Contractor's compliance with its contractual obligations to the Owner.

Article 10
MATERIAL AND WORKMANSHIP

10.1 All Work shall be done to the final approval of the Contractor, Architect and/or Owner, and their decisions as to the performance of the Work in accordance with the Contract Documents and the true constructive meaning of the Contract Documents shall be final.

10.2 The Subcontractor shall provide safe and sufficient facilities at all times for inspection of its Work by the Contractor, the Owner, the Architect or their authorized representatives.

10.3 Should the Contractor, Architect or Owner condemn or disapprove any Work and/or materials furnished by Subcontractor under this Agreement, the Subcontractor shall, within twenty-four (24) hours after receiving written notice from the Contractor of such condemnation or disapproval, proceed promptly to take down all rejected portions of the Work and remove from the Project all materials subject to the condemnation or disapproval notice. The Subcontractor

shall promptly make good all such Work and all other work damaged or destroyed in removing or making good said condemned or disapproved Work. All costs associated with replacing or repairing condemned or disapproved Work shall be borne by the Subcontractor without any increase in the Subcontract Price.

10.4 The Subcontractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Architect to illustrate the Work to be done, subject to the provisions of Article 12.

10.5 The Owner may elect to accept Work performed by Subcontractor that is not in accordance with the Contract Documents rather than requiring its removal and correction. In such event, the Subcontract Price shall be adjusted as necessary to equitably compensate the Owner for the consequences of the Subcontractor's failure to strictly comply with the requirements of the Contract Documents.

Article 11
PROGRESS AND COMPLETION

11.1 The Subcontractor shall begin its Work in accordance with the Schedule or immediately upon receipt of verbal or written notice from the Contractor. The Subcontractor shall carry on its Work efficiently and at a rate that will not cause delay in the progress of the Contractor's work or other portions of the Project carried on by other subcontractors.

11.2 The Subcontractor shall comply with any schedule requirements imposed upon the Contractor in its contract with the Owner. The Contractor shall have the right to decide the time, order and priority in which the various portions of the Subcontractor's Work will be performed and other matters relative to the time and orderly conduct of the Subcontractor's Work if, in the Contractor's judgment, such actions are necessary to assure compliance with the scheduling requirements imposed upon Contractor in its contract with the Owner.

11.3 The Subcontractor shall at all times supply and promptly pay for adequate tools, appliances, equipment, a sufficient number of properly skilled workmen, and a sufficient amount of materials and supplies of specified quality to efficiently and properly prosecute the Work in accordance with the Schedule, and any modifications thereto issued by Contractor, in order to achieve the Project completion date established by the Contractor. Subcontractor shall at all times give due consideration to the fact that other work is dependent upon Subcontractor's proper and timely completion of its Work.

11.4 The Subcontractor shall only employ workmen who will work in harmony with those employed by the Contractor and other subcontractors. Should the work performed by the Subcontractor, Contractor, other subcontractors, Owner's forces or its separate contractors be stopped or delayed due to the Subcontractor's failure to supply a sufficient number of properly skilled workmen, or sufficient materials and equipment of the proper quality, or failure in any respect to prosecute its Work with promptness and diligence, or failure in the performance of any of the requirements contained in this Agreement, then the Contractor shall have the right, in addition to any and all other rights provided for in this Agreement, to provide such labor, materials and equipment as may be necessary to complete the Work in question. All costs incurred by the Contractor in performing Subcontractor's Work shall be charged to the Subcontractor, and shall be deducted from any amounts due or to become due to the Subcontractor under this Agreement, and/or shall be recoverable from the Subcontractor by the Contractor as damages for breach of this Agreement. Except in an emergency, the Contractor shall provide forty-eight (48) hours prior notice to the Subcontractor of such failure and the Contractor's decision to provide such labor, materials and equipment.

11.5 The Subcontractor shall immediately replace any workmen objectionable to the Contractor and in the event Contractor's request for replacement is not honored, Contractor shall be entitled and authorized to terminate this Agreement for cause.

11.6 It is further understood that contracts will be awarded and labor employed upon the Project without discrimination as to whether the employees of any contractor or subcontractor are members or are non-members of any labor organization. Subcontractor agrees that in the event of a work stoppage resulting from a labor dispute directed at the Subcontractor, the Contractor shall have the right to proceed as set forth herein, including, but not limited to, employing such workmen as Contractor deems appropriate to complete the requirements of this Agreement with all such costs chargeable against the Subcontractor.

11.7 If, in the opinion of the Contractor, the Subcontractor falls behind in the progress of the Work to be performed under this Agreement, the Contractor may, in addition to any and all rights provided for in this Agreement, and upon forty-eight (48) hours written notice, direct the Subcontractor to take such steps as the Contractor deems necessary to improve the rate of progress, including a requirement that the Subcontractor increase its labor force, number of shifts and/or overtime operations, days of work, amount of plant or other remedies, and submit for the Contractor's approval a recovery schedule demonstrating the method by which the required rate of progress will be regained, all without additional cost to the Contractor. The Contractor may, upon reasonable notice, require the Subcontractor to prosecute, in preference to other parts of the Work, such parts of the Work as the Contractor may specify. If the Subcontractor fails to comply with the requirements of this subparagraph, in addition to any other right or remedy the Contractor may have under this Agreement,

the Contractor may employ such workmen and purchase and lease such materials and equipment as the Contractor deems necessary to regain the proper rate of progress with respect to the Work. All costs incurred by the Contractor in regaining, or attempting to regain, the proper rate of progress with respect to the Subcontractor's Work shall be charged to the Subcontractor, and shall be deducted from any amounts due or to become due to the Subcontractor under this Agreement, and/or shall be recoverable from the Subcontractor by the Contractor as damages for breach of this Agreement.

11.8 In performing this Agreement, the Subcontractor shall comply with Contractor's affirmative action programs and any affirmative action obligations imposed upon the Contractor under its contract with the Owner. The Subcontractor shall not, under any circumstances, discriminate against any employee or applicant because of race, creed, color, sex, age or national origin.

Article 12
CHANGES

12.1 Without invalidating or breaching the terms of this Agreement, the Contractor may at any time, and without notice to the Subcontractor's Surety, issue a written Change Order making changes in the Work within the general scope of the Work, consisting of additions, deletions or other revisions, including those required by modifications to the contract between the Owner and the Contractor issued subsequent to the execution of this Agreement. The Contractor shall promptly notify the Subcontractor of any such modifications to the Owner-Contractor contract, and unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by any such modifications. In the event of such a change or modification, the Subcontract Price and time for performance of the Work shall be adjusted, if at all, by way of Change Order.

12.2 Prior to the commencement of such change or revised Work, the Subcontractor shall promptly submit to the Contractor in writing any request it seeks to make for adjustment in the Subcontract Price or time for performance consistent with the requirements of the Contract Documents. Failure to timely submit a request for additional time or compensation arising out of change or revised Work shall constitute a representation by Subcontractor that no additional time or compensation for the change or revision is being sought, and shall constitute a waiver and release of any such request.

12.3 To the extent the Contractor's contract with the Owner provides for changes or change directives to be computed on the basis of mutually agreed lump sum, unit prices, force account, or otherwise, these obligations are hereby imposed upon the Subcontractor.

12.4 In the event the Contractor requests the Subcontractor to review a proposed modification to the Contract Documents which may affect the Subcontractor's Work, the Subcontractor shall respond in writing within the time required by the Owner contract, or if no time is specified within fourteen (14) calendar days after receipt of such request, or such other reasonable time period as the Contractor may require, stating the effect of the proposed modification upon its performance, including details of cost and time thereof. Failure of the Subcontractor to timely respond shall constitute its acceptance of the Contractor's determination as to the effect, if any, of the proposed modification or change upon the Subcontractor.

12.5 Should the parties be unable to agree as to the value, or time for performance, of Change Order Work to be added or omitted, the Subcontractor shall proceed under the written order of the Contractor, from which order the stated value, or time for performance, of the Work shall be omitted. The Subcontractor shall prepare and submit to the Contractor a proposal describing the estimated quantities, cost, and time for performance involved. The Subcontractor shall keep accurate, detailed and itemized records of the costs of any such change and shall report such costs to the Contractor in the form and manner prescribed by the Contractor. The Subcontractor shall, if requested, furnish each day to the Contractor, certified copies of all time sheets, receiving and inspection reports, and all other basic documents required by the Contractor to evidence the expenditures of the Subcontractor as a result of such change. The Subcontractor's Application for Payment for the additional Work shall be accompanied by certified copies of all pertinent payrolls, invoices, and vouchers relating to the additional work. In the event the Contractor and Subcontractor remain at issue as to the value or time for performance of such Work, the Contractor may refer the dispute to the Architect or Owner's Representative, whose decision shall be binding on the Subcontractor unless the Subcontractor notifies the Contractor in writing within forty-eight (48) hours of receipt of the decision that the Subcontractor contests the decision.

12.6 The Contractor's or Owner's receipt, or acknowledgment of the Subcontractor's change order claims, or any other alleged claim, or any notice or report, including reports of cost and time, or any payments made, shall not be construed as the Contractor's or Owner's acknowledgment, or acceptance of the accuracy or validity of any portion thereof, until such time as final change order amounts are determined and a Change Order is signed by the Contractor.

12.7 Unless otherwise indicated in the Contract Documents, Subcontractor's mark-up for additional material, labor, and cost incurred in performing additional Work shall not exceed 5% for overhead and profit.

Article 13
DELAYS

13.1 The Subcontractor shall be liable to the Contractor for any and all loss or damage to the Contractor, or to the Owner for which Contractor may be liable, as a result of any delay on the part of the Subcontractor in the prosecution or completion of the Work, or for any delay to the completion of the Project attributable to the Subcontractor. Permitting the Subcontractor to continue to perform the Work after the time to complete its Work has expired, shall not be construed as or constitute a waiver by the Contractor of any claims for loss or damage it may have against the Subcontractor under the provisions of this Agreement.

13.2 If the contract between the Owner and Contractor contains a provision which renders the Contractor liable to the Owner for Liquidated Damages in the event of non-excusable delays in the performance of the work under that contract, the Contractor shall be entitled to recover from the Subcontractor its proportionate share of any such Liquidated Damages to the extent those damages are incurred due to the Subcontractor's failure to timely or properly perform its Work.

13.3 The Liquidated Damages recoverable hereunder are intended to compensate the Contractor for Liquidated Damages it may owe the Owner under the Owner-Contractor contract to the extent those damages are incurred due to delays in the performance of the work caused by the acts or omissions of the Subcontractor, its employees, agents or sub-subcontractors. The Contractor may have other and additional damages as a result of the failure of the Subcontractor properly to perform hereunder, which shall be recoverable from the Subcontractor in addition to the Liquidated Damages referenced herein.

13.4 The Subcontractor acknowledges and agrees that it has reviewed any Liquidated Damage provisions contained in the Contractor's contract with the Owner, and that the Liquidated Damages recoverable under this Article are neither a penalty nor a forfeiture, and are hereby fixed and agreed upon as the amount of damages that may be sustained by the Contractor in the event the Subcontractor is responsible for a delay in obtaining completion of the Project by the required date. The Subcontractor acknowledges that the actual damages sustained by the Owner, and thus by the Contractor, as a result of any such delays may be difficult to calculate. The Contractor may deduct the amount of Liquidated Damages due and owing by the Subcontractor from any amounts due or to become due to the Subcontractor under this Agreement, or if such funds are insufficient, may recover the balance from the Subcontractor as damages for breach of this Agreement.

13.5 No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work for any cause whatsoever, including those for which Owner, Architect or Contractor may be responsible, in whole or in part, shall relieve Subcontractor of its duty to perform hereunder. Subcontractor shall not be entitled to, and hereby waives any right to, additional compensation for any interruptions, interferences, inefficiencies, suspensions or delays except to the extent, and only to the extent, such interruptions, interferences, inefficiencies, suspension or delays were caused by the Owner and compensation for same is recovered from the Owner.

13.6 Should the Subcontractor be delayed in the prosecution of its Work by the occurrence of any act for which the Subcontractor is not responsible and which entitles the Contractor under its contract with the Owner to an extension of the time for performance, then the time fixed for the completion of Subcontractor's Work shall be extended for a period equivalent to the extension of time actually granted to Contractor under its contract with the Owner for its performance or the time lost by reason of the delay, whichever shall be shorter. The Subcontractor shall not be entitled to any time extension unless a notice of claim therefor is presented in writing to the Contractor within seventy-two (72) hours of the first occurrence of the delay and such claim is subsequently approved in writing by the Contractor. The Subcontractor agrees that an extension of time for completing its Work precludes any and all other claims the Subcontractor may have against the Contractor on account of any delays, disruption, interference or inefficiency to the Subcontractor's Work.

Article 14
DEFAULT AND TERMINATION

14.1 Should the Subcontractor, in the opinion of the Contractor, refuse or neglect to supply sufficient and properly skilled workmen or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute its Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of Contractor or other subcontractors, or fail in the performance of any of the covenants contained in this Agreement, or be unable to meet its debts as they mature, the Contractor may, at its option, and at any time after forty-eight (48) hours written notice of such default to Subcontractor, terminate Subcontractor's right to further proceed with all or part of the Work, or, at Contractor's sole option, terminate this Agreement by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the plant and work, materials, tools, appliances and equipment of the Subcontractor at the Project site, and through itself or others provide the necessary labor, equipment and materials to prosecute Subcontractor's Work, on such terms and conditions as shall be deemed necessary by the Contractor. The cost thereof, including all charges, expenses, losses, costs, damages and attorneys' fees, incurred as a result of the Subcontractor's failure to perform, shall be deducted by the Contractor from any amounts due or to become due to the Subcontractor. In the event any amounts due the Subcontractor are insufficient to cover the costs incurred by the

Contractor, the Subcontractor shall pay the difference to the Contractor within ten (10) days of demand for payment of same.

14.2 If the Contractor terminates the Subcontractor's right to proceed any portion of its Work, or terminates this Agreement, the Subcontractor shall not be entitled to any further payments hereunder until the Subcontractor's Work has been completed and fully accepted by Owner. In the event that the unpaid balance due exceeds the Contractor's cost of completion, the difference shall be paid to Subcontractor. If such expenses exceed the balance due, the Subcontractor shall pay the difference to the Contractor within ten (10) days of demand for payment of same.

14.3 The Contractor shall have the right to terminate the Subcontractor, by written notice and without the Subcontractor being at fault, for any cause or for its own or the Owner's convenience, and require the Subcontractor to immediately stop the Work. In such event, the Subcontractor shall be entitled to payment for that portion of the Work actually performed. The Contractor shall not be liable to the Subcontractor for any other costs nor for prospective profits on Work not performed. If the termination or cancellation is due to any default or action by the Owner, or as a result of court order or public authority, then the Contractor shall not be liable to the Subcontractor for any sum greater than that which the Contractor receives from the Owner with respect to the Subcontractor's Work, less any costs incurred by the Contractor in obtaining that amount from the Owner. Any default termination of the Subcontractor by the Contractor subsequently determined to have been erroneous, shall be deemed to be a termination for convenience under this Article 14.3.

14.4 The remedies provided to the Contractor in this Article 14 and in any part of the Contract Documents are cumulative, and not exclusive, of all other remedies available to the Contractor in law or equity for breach of this Agreement by the Subcontractor, or as a result of the Subcontractor's failure to perform any of the covenants of this Agreement. All losses, damages, and expenses, including attorneys' fees incurred in the prosecution or defense of any action, arbitration or suit, trial or appeal, enforcement of any judgment, bankruptcy or insolvency proceeding, or any subsequent proceeding or appeal from any order or judgment entered therein, incurred by or resulting to the Contractor on the above account, shall be borne by and charged against the Subcontractor and shall be damages for breach of this Agreement. The Contractor may recover same from the Surety issuing the bonds referenced in Article 18 hereof, and both the Subcontractor and its Surety agree to pay the Contractor for such losses, damages, expenses and attorneys' fees. At the Contractor's sole discretion and exclusive option, proceeds that are payable, or that become payable under this Agreement, or any other agreements between the Subcontractor and the Contractor, may be withheld by the Contractor and applied against said losses, costs or expenses. In the event any amounts due the Subcontractor are insufficient to cover the costs incurred by the Contractor, the Subcontractor shall pay the difference to the Contractor within ten (10) days of demand for payment of same.

Article 15
CLAIMS AND DISPUTES

15.1 The Subcontractor shall make all claims to the Contractor for extras and extensions of time in writing and in the manner and time provided for by this Agreement and in the Contract Documents for like claims by the Contractor against the Owner. Any claim that will affect or become part of a claim that the Contractor is required to make under its contract with the Owner shall be made by the Subcontractor in sufficient time and in such manner so as to permit the Contractor to satisfy the requirements of its contract with the Owner. If the Subcontractor fails to timely or properly submit a claim to the Contractor, and as a consequence the Contractor is unable to timely or properly file a claim against the Owner under its contract with the Owner, the Subcontractor shall be bound by all consequences thereof. The Contractor's liability to the Subcontractor for such claims is limited to the amount, if any, actually recovered from the Owner for such claim or extra, less the Contractor's costs associated with the assertion of the claim or extra.

15.2 Except as otherwise provided in this Agreement, all disputes arising out of this Agreement shall be initially decided by the Contractor, and the Contractor shall reduce its decision to writing and furnish a copy thereof to the Subcontractor. The Contractor's decision shall be final and conclusive unless the Subcontractor, within forty-eight (48) hours of its receipt of the initial decision, issues written notice to the Contractor contesting same. If the Subcontractor does not contest the Contractor's initial decision within the time period noted above, the Contractor's decision shall be final and conclusive, and the Subcontractor shall be deemed to have waived any right to contest the Contractor's decision.

15.3 The Subcontractor shall carry on the Work and comply with its performance and scheduling obligations under this Agreement despite the existence of any dispute or legal proceedings between the parties. This continuation of work clause shall remain paramount, and the Subcontractor agrees that it will not raise any alleged breach, material or otherwise, by the Contractor as a justification for stopping its Work.

15.4 If the Subcontractor seeks to appeal a decision rendered under the Contract Documents by the Architect, Owner or the Owner's Representative adversely affecting the Subcontractor's interests, Subcontractor may prosecute the appeal, provided the Contractor's interests are unaffected, Subcontractor bears all costs associated therewith, and assumes sole responsibility for the appeal.

15.5 The laws of the State of Georgia shall govern any claim, dispute or other matter in question between the Contractor and the Subcontractor relating to this Agreement, or the performance of any Work hereunder.

15.6 All disputes or claims between the Contractor and the Subcontractor arising out of this Agreement, or the performance of any Work hereunder shall be decided by litigation unless the Contractor, at its sole option, advises the Subcontractor in writing that the Contractor elects to have the dispute or claim decided or resolved by arbitration. In such event, the Contractor shall provide the Subcontractor written notice of its election, the Subcontractor shall be bound by the election, and the arbitration proceeding shall be conducted pursuant to the Construction Industry Arbitration Rules issued by the American Arbitration Association then in effect. All such arbitration proceedings shall be held in Atlanta, Georgia, and judgment upon the arbitration award may be entered by any court having jurisdiction.

15.7 In connection with all such arbitration proceedings, the parties agree to afford each other liberal and informal discovery consistent with the discovery provisions of the Georgia Civil Practice Act, O.C.G.A. § 9-11-1 et seq., including the production of all documents related to the dispute and the deposition of witnesses having knowledge of facts pertaining to the matters in dispute.

15.8 In the event Contractor is involved in a separate arbitration or other legal proceeding, involving the Subcontractor's Work, questions of law or fact common to the Subcontractor's Work, or if complete relief cannot be afforded without the Subcontractor's presence in that separate arbitration or other legal proceeding, the Subcontractor hereby consents to its consolidation or joinder to that separate proceeding.

15.9 In the event the Contractor does not elect to arbitrate a claim or dispute hereunder, the Contractor and Subcontractor each hereby agree that the claim or dispute shall be submitted for resolution to the United States District Court for the Northern District of Georgia or the Superior Court of Fulton County, Georgia. Both parties expressly submit, and consent and waive any objections to the jurisdiction and venue of these Courts, and stipulate that they shall be the sole fora for litigating disputes hereunder.

Article 16
REGULATORY COMPLIANCE

16.1 The Subcontractor's attention is directed to the compliance requirements of the conditions of the Contract Documents. These conditions are incorporated herein by reference and the Subcontractor should comply therewith as applicable. Specific reference is made to, but not limited to, the following:

16.1.1 Apprenticeship trainee requirements.

16.1.2 Equal opportunity employment requirements.

16.1.3 Special trade permits and connection permits or fees.

16.1.4 Compliance with employee wage rate determinations required by governing authorities and specified within the Contract Documents.

16.1.5 Compliance with any applicable contractor, specialty contractor, or subcontractor licensing requirements in the State of Georgia, or the state wherein the Project is located.

16.2 The Subcontractor shall comply with all Local, State and Federal laws, codes, regulations and ordinances which apply to the Project. The Subcontractor shall give notices and comply with all such laws, ordinances, rules, regulations and orders of public authorities bearing upon the performance of its Work and shall secure and pay for all permits and governmental fees, licenses and inspections necessary for proper execution and completion of its Work.

16.3 The Subcontractor shall comply with the Williams-Steiger Occupational Safety and Health Act of 1970, and the General Safety Rules and Regulations of the Construction Industry as currently required by the governing authorities having jurisdiction thereof, and such other labor laws as may be applicable. Subcontractor shall report in writing immediately to the Contractor any injury to any employee of the Subcontractor at the site of the Project.

16.4 The Subcontractor shall take all reasonable safety precautions necessary with respect to the performance of its Work and shall comply with all safety measures initiated by the Contractor and with all applicable laws, ordinances, rules, regulations and orders of public authorities pertaining to the safety of persons or property, all in accordance with the requirements of the Contractor's contract with the Owner.

16.5 The Subcontractor shall comply with the requirements of all governmental authorities having jurisdiction over the Work, including all Building Departments, and shall comply with all other laws and ordinances, and defend, indemnify

and hold the Contractor harmless from all fines or citations issued against the Contractor or the Owner as a consequence of Subcontractor's Work. The Subcontractor shall give these authorities all requisite notices relating to its Work.

16.6 Subcontractor shall comply with all Federal, State and local tax laws, Social Security Acts, Unemployment Compensation Acts and Employer's or Worker's Compensation Acts to the extent they are applicable to the performance of the Work under this Agreement.

16.7 In the event of the Subcontractor's violation of any of the above, the Subcontractor shall bear all costs resulting from such violation and shall defend, indemnify and hold the Contractor harmless from any damages (including attorneys' fees), claims, and causes of action arising from such violation.

Article 17
INDEMNITY AND INSURANCE

17.1 The Subcontractor shall secure, and pay for, Worker's Compensation/Employer's Liability, Public Liability and Property Damage Liability Insurance from an insurer authorized to issue such policies in the State of Georgia and the state wherein the Project is located **(EXHIBIT "G")** The insurance must be issued by an insurer acceptable to the Contractor, and in such amounts as required by the Contract Documents or by applicable law. The Subcontractor shall furnish certificates of insurance or copies of the insurance policies providing for the coverage applicable to its Work and as required under this Agreement prior to commencing its Work. Unless otherwise required by the Contract Documents or law, the Subcontractor shall obtain the following minimum coverage and limits of said insurance for each Project undertaken by the Subcontractor:

17.1.1 Workers Compensation and Employer's Liability

(a) The Policy must include coverage that meets the minimum requirements of the Worker's Compensation laws of the state in which the Project is located, an "All States" endorsement, a waiver of subrogation in favor of the Contractor and Owner, and Employer' Liability coverage of $1,000,000 per accident, $1,000,000 disease limit (policy limit), and $100,000 disease limit (each employee).

(b) In the event that the Subcontractor, or any of its sub-subcontractors, is leasing its employees, the Subcontractor shall require from the employee leasing company, and provide to the Contractor evidence of, Workers Compensation insurance that meets all statutory requirements by the law of the state in which the project is located in, and which includes an endorsement adding the Contractor and Owner as additional insured.

(c) The policy limits must be in the following amounts:

Employer's Liability (per accident)	$1,000,000
Disease Aggregate Limit	$1,000,000
Disease (per employee)	$1,000,000

(d) Waiver of Subrogation in favor of C.D. Moody Construction Co. Inc. and {LegalDocInfo.Owner} must be added.

17.1.2 Commercial General Liability Insurance

(a) The Policy must be written on an occurrence basis, and must include coverage for liabilities arising out of the Subcontractor's Work, or that of any of its sub-subcontractors, or their respective employees, agents, officers or directors acts or omissions.

(b) The coverage must also include contractual liability for any indemnities and contractual liability of the Subcontractor under this Agreement.

(c) The policy limits must be in the following amounts:

General Aggregate Limit	$2,000,000
Products & Completed Operations	$2,000,000
Personal Injury	$1,000,000
Each Occurrence	$1,000,000
Damage to Rented Premises (each occurrence)	$50,000
Medical Expense (Any one person)	$5,000

(d) C.D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} are to be included as Additional Insured (Form CG2010 11/1985, including completed operations or Equivalent) and such insurance shall be primary and non-contributory.

(e) Waiver of Subrogation in favor of C.D. Moody Construction Co. Inc. and {LegalDocInfo.Owner} must be added to policy.

(f) Per project general aggregate limit endorsement must be included (CG2503 11/85 or equivalent).

17.1.3 Commercial Auto Liability Insurance

(a) The policy must include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the Project site. The policy must also include coverage for non-owned and hired automobiles.

(b) The policy must be written with a combined single limit for bodily injury and property damage in the amount of $1,000,000.

(c) C.D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} are to be included as Additional Insured, including completed operations, and such insurance shall be primary and non-contributory.

(d) Waiver of Subrogation in favor of C.D. Moody Construction Co. Inc. and {LegalDocInfo.Owner} must be added to policy.

17.1.4 Umbrella Liability Insurance

(a) The policy must provide for coverage consistent with the primary liability policies, and shall provide for coverage to be maintained for the same period of time as the primary insurance.

(b) The policy must be written with a combined single limit in the amount of $1,000,000 over and above the Commercial General Liability, Auto Liability, and Employer's Liability limits.

(c) C.D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} are to be included as Additional Insured, including completed operations, and such insurance shall be primary and non-contributory.

(d) Waiver of Subrogation in favor of C.D. Moody Construction Co. Inc. and {LegalDocInfo.Owner} must be added to policy.

17.2 All insurance policies shall contain a provision that the coverage afforded there under shall not be cancelled or not renewed nor restricted modifications added unless at least thirty (30) days prior written notice has been given to the Contractor. In the event the Subcontractor fails to obtain or maintain any insurance coverage required by this Agreement, or the Contract Documents, the Contractor may at its option: (i) terminate the Subcontractor; or (ii) purchase such coverage and charge the expense thereof to the Subcontractor.

17.3 All insurance required by this Article shall, unless otherwise required by the Contract Documents, name the Contractor and Owner as additional insured. Such insurance shall be primary and non-contributory and waiver of subrogation in favor of C.D. Moody Construction Co. Inc and {LegalDocInfo.Owner} must be added to policy. The Subcontractor shall be responsible for the payment of any deductibles or self-insured retention amounts under the policies required by this Article, both for itself and all additional insured. If the Subcontractor fails to comply with this requirement, the Subcontractor shall indemnify, defend and hold harmless the Contractor against any loss, damage, or expense incurred by the Contractor that would have otherwise been covered by the insurance required of the Subcontractor under this Agreement.

17.4 In the event an Owner's Controlled Insurance Program ("OCIP") or as Contractor Controlled Insurance Program ("CCIP") is used on the Project, the Subcontractor agrees that if it is required to enroll in such program, it will comply with all requirement of the program, and that it will execute a deductive Change Order reducing the Subcontract Price for all amounts contained in the Subcontract Price for insurance coverage's provided by the OCIP or CCIP.

17.5 All insurance required by this Article shall contain an endorsement whereby the insurance carrier waives all rights of recovery or subrogation against the Contractor and Owner. The Subcontractor waives all claims and all rights of subrogation against the Contractor and Owner for loss of, or damage to, Subcontractor's work, tools, machinery, equipment, material, supplies, or any other losses within the scope of the Subcontractor's insurance

17.6 Materials which are incorporated into the completed Project, or properly stored at the Project site, may be covered by Builder's Risk insurance purchased by the Contractor or Owner, and such policy may contain certain deductibles and exclusions. The Subcontractor shall be responsible for any such deductibles and exclusions, and for any losses that are not covered by such insurance. Subcontractor shall evaluate any such coverage and obtain any additional insurance it deems

necessary or appropriate to protect its interests against such losses. A copy of the Builders' Risk policy procured by Owner or Contractor will be made available for the Subcontractor's review upon request.

17.7 The Subcontractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees of the Subcontractor or otherwise, and property arising out of or in any way connected with its Work and shall to the fullest extent permitted by law defend, indemnify and hold harmless the Owner, Contractor, other subcontractors and the Contractor's Subcontract Performance Insurer, if any, their respective officers, agents, employees and indemnities, from and against any and all claims, losses, suits, damages, legal and otherwise, arising out of or in any way connected with the Subcontractor's Work, including claims, losses and damages sustained by the Contractor or its Subcontract Performance Insurer, arising out of the Subcontractor's performance of its Work, and to the fullest extent permitted by law, the negligence of any indemnitee hereunder. Consistent with O.C.G.A. § 13-8-2, et seq., the Subcontractor shall not be required to provide indemnification for damages proximately caused by or resulting from the sole negligence of the Contractor, Owner, their respective officers, agents, employees, and indemnities, unless such losses or damages are incurred by the Contractor as a result of the Subcontractor's failure to obtain the insurance required under this Article 17, in which case the Subcontractor shall be deemed the insurer of such loss or damage. If any claim or demand is made against Contractor for any matter enumerated herein, any payment due, or which thereafter becomes due, to Subcontractor, may be held by Contractor to cover such losses and expenses, including all reasonable attorneys' fees. In the event any amounts held by the Contractor are insufficient to cover the costs incurred by the Contractor, the Subcontractor shall pay the difference to the Contractor within ten (10) days of demand for payment of same.

17.8 All insurance policies shall be maintained throughout the duration of the project and warranty period. Commercial general liability and umbrella liability shall be maintained for at least two (2) years after completion of all work and evidence of coverage shall be provided to C.D. Moody Construction Company, Inc.

17.9 All polices shall be endorsed for thirty (30) days notice of cancellation to C.D. Moody Construction Company, Inc.

Article 18
BONDING

18.1 If requested by Contractor, the Subcontractor shall furnish separate Performance and Payment Bonds to secure the Subcontractor's obligations under this Agreement, each with a penal amount equal to 100% of the Subcontract Price. The bonds shall be written on the forms attached as Exhibit D to this Agreement. The Subcontractor shall pay the premium for the bonds and the cost thereof is included in the Subcontract Price. All such bonds shall be issued by a Surety acceptable to the Contractor and listed in the most current Federal Register listing of Approved Surety Companies (Federal Register, Vol. 55, Department of Treasury Circular 570) with an A.M. Best Rating of A- or better, and authorized to issue such bonds in the State of Georgia and the state wherein the Project is located.

18.2 In the event the Subcontractor shall fail to promptly provide Performance and Payment Bonds when requested by the Contractor, the Contractor may, at its sole discretion, terminate this Agreement and re let the Work to another subcontractor. The Subcontractor shall indemnify and hold Contractor harmless from all added costs and expenses incurred by the Contractor as a result thereof.

18.3 If the Contractor elects to require Performance and Payment Bonds, the Subcontractor shall not commence its Work without having provided said Performance and Payment Bonds, and any such commencement shall not be considered a waiver, or release by the Contractor of the above requirements. If the Subcontractor proceeds with its Work in violation of these requirements, the Subcontractor shall be deemed to have proceeded with its Work at its own risk, and shall not be entitled to payment hereunder until such bonds are delivered to the Contractor, it being understood and agreed that compliance with the foregoing requirements is an express condition precedent to the Contractor's payment obligation to the Subcontractor.

Article 19
ENCUMBRANCES

19.1 The Subcontractor shall turn the Work over to the Contractor in good condition and free and clear of all claims, encumbrances, or other liens and shall defend, indemnify and hold harmless the Contractor and Owner from all claims, encumbrances or liens arising out of the performance of the Work. The Subcontractor shall, at its own cost and expense (including attorneys' fees), defend all suits to establish such claims, and pay any such claims or liens so established.

19.2 If at any time there shall be evidence of a lien or claim for which is chargeable to Subcontractor, or which, if established, might render the Contractor or the Owner liable to the claimant, or if Subcontractor shall incur any liability to Contractor, or if the Contractor shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, the Contractor shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between the Contractor and the Subcontractor, an amount

sufficient to indemnify Contractor and Owner against such lien or claim, or to fully satisfy such liability, claim, or demand. Contractor shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Subcontractor shall refund to the Contractor within ten (10) days of demand therefore all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said monies from the Subcontractor.

19.3 In the event a subcontractor or supplier to Subcontractor shall file a claim of nonpayment against the Contractor's payment bond or file a lien against the Project, the Subcontractor shall obtain the withdrawal of the claim of nonpayment or bond off the lien within ten (10) days of its receipt of a demand to do so by the Contractor. The Subcontractor shall comply with this requirement whether or not it believes the lien is validly asserted or filed. In the event of failure by the Subcontractor to comply with this requirement, the Contractor may, at its sole discretion, bond off any liens. All costs of such action, including any attorneys' fees incurred by Contractor, shall be charged to the account of the Subcontractor and are recoverable from the Subcontractor by the Contractor as damages for breach of this Agreement. The Subcontractor's failure to comply with such a demand shall also constitute an event of default entitling the Contractor to terminate this Agreement for cause.

19.4 In addition to the requirements of Article 6.2, the Subcontractor shall, as often as requested by the Owner or by the Contractor, furnish a sworn statement identifying all parties who have furnished or are furnishing labor or materials to the Subcontractor with their names and addresses and amounts due or to become due each of them. Like statements may, at Contractor's option, be required from any sub-subcontractors or suppliers of the Subcontractor.

19.5 If requested by the Contractor, the Subcontractor shall furnish the Contractor with evidence that the Subcontractor has paid all bills and expenses incurred by the Subcontractor for labor, services, equipment and materials used by the Subcontractor, or any other liability incurred by the Subcontractor in any way, for the purpose of performing the Subcontractor's Work.

19.6 Any and all transportation tax, sales tax, use tax or any other tax that might accrue through the purchase of materials or amounts paid for labor by the Subcontractor or occasioned by performance of any Work under this Agreement, shall be borne and paid for by the Subcontractor, and are included in the Subcontract Price.

19.7 The Subcontractor agrees that payments due from the Contractor for its Work are not assignable and that no part of this Agreement can be assigned without the written consent of the Contractor.

Article 20
WARRANTIES AND GUARANTEES

20.1 The Subcontractor warrants to the Contractor and Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all Work under this Agreement shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

20.2 The Subcontractor agrees to promptly make good, without cost to the Contractor or Owner, any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period(s) established in the Contract Documents, and if no such period(s) be stipulated in the Contract Documents, then such guarantee shall be for a period of one (1) year from the date of completion and acceptance of the Project by Owner. Subcontractor further agrees to execute any special guarantees as required by the Contract Documents or by law. The Subcontractor shall require similar guarantees from all vendors and lower tier subcontractors.

20.3 The Subcontractor shall pay for all changes to the Subcontractor's Work or the Contractor's work resulting from defects in the Subcontractor's workmanship or materials, as well as all expenses necessary to replace or repair either the Subcontractor's Work or the Contractor's work, including that damaged or disturbed by making replacements or repairs. The Subcontractor shall further be obligated to pay for and shall reimburse the Contractor for all costs associated with the impact of its defective workmanship on other subcontractors, the Contractor's work or the work of Owner's forces or separate contractors. This obligation is in addition to all other guarantees, warranties and rights contained in the Contract Documents.

Article 21
MISCELLANEOUS REQUIREMENTS AND SPECIAL PROVISIONS

21.1 The headings provided in this Agreement are for ease of reference only. The headings form no part of the Agreement between the parties and shall be given no weight in the interpretation or construction of this Agreement.

21.2 All notices required by this Agreement shall be in writing addressed to the parties as follows:

If to the Contractor:
C.D. Moody Construction Co., Inc.
6017 Redan Road
Lithonia, Georgia 30358

Attn: C. David Moody, Jr.

If to the Subcontractor:
{ToCompany.Name}
{ToContact.DisplayAddress}

Attn: {ToContact.DisplayName}

Notices shall be considered delivered when postmarked if dispatched by registered or certified mail, when signed for if delivered by hand, or when received if delivered by any other means.

21.3 Should any provision or clause of this Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity and enforceability of any other section or part. If any provision is determined to be unenforceable, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party who caused it to have been drafted.

21.4 The failure of the Contractor to enforce at any time or for any period of time any one or more of the provisions of this Agreement, or the Contract Documents shall not be construed as and shall not constitute a waiver of any such provision or provisions, and the Contractor shall thereafter be entitled to enforce each and every such provision without any requirement that the Contractor provide notification to the Subcontractor of its intention to thereafter enforce said provision or provisions.

21.5 Subcontractor's special attention is called to **EXHIBIT E** - "SAFETY PROGRAM" which is to be strictly observed and rigidly enforced by the Subcontractor during the performance of the Work under this Agreement.

21.6 Subcontractor's special attention is called to **EXHIBIT F** - "SUBSTANCE ABUSE POLICY" which is to be strictly observed and rigidly enforced by the Subcontractor during the performance of the Work under this Agreement.

21.7 In completing all Work conducted pursuant to the Contract Documents, with regard to environmental issues, Subcontractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, orders, decrees, permits, permit requirements, licenses, and other governmental requirements (including common law) and contracts relating to pollution, the preservation of the environment and the discharge or release of, or exposure to materials (including energy, odors, and noise), into the environment ("Environmental Laws").

IN WITNESS WHEREOF, Contractor and Subcontractor hereby executed this Subcontract Agreement the day and year first written above.

C. D. MOODY CONSTRUCTION CO., INC.

WITNESS
_____ By: _____

Name:_____ Name: C.David Moody, Jr. Its: C.E.O.

Date: _____

{ToCompany.Name}

WITNESS
_____ By: _____

Name:_____ Name: _____ Its: _____

Date: _____

Exhibit "A"
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

TO: **C.D. Moody Construction Co., Inc**.
SUBCONTRACTOR: **{ToCompany.Name}**
PROJECT: **{Projects.Name}**
CONTRACT NO: **{Contracts.ContractNumber}**
PAYMENT REQUEST NO:_____
PERIOD:_____ TO: _____

STATEMENT OF SUBCONTRACT PRICE:

1. Original Subcontract Price:	$ _____
2. Approved Change Order No's __ (As per attached breakdown)(Net).	$_____
3. Adjusted Subcontract Price.....	$_____
4. Value of Work Completed to Date (As per attached breakdown).	$_____
5. Materials Stored on Site (As per attached breakdown).....	$_____
6. Total to Date.....	$_____
7. Less Amount Retained (10%).....	$_____
8. Total Less Retainage.....	$_____
9. Total Previously Certified (Deduct).....	$_____
10. AMOUNT DUE THIS REQUEST.....	$_____

CERTIFICATE OF THE SUBCONTRACTOR: I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the actual value of accomplishment under the terms of the Agreement (and all authorized changes thereto) between the undersigned and Contractor relating to the above referenced project. I also certify that payments, less applicable retention, have been made through the period covered by previous payment received from the Contractor, to (1) all my subcontractors (sub-subcontractors) and (2) for all materials and labor used in or in connection with the performance of the Agreement. I further certify I have complied with Federal, State, and Local laws, including Social Security laws and Unemployment Compensation laws and Workers' Compensation laws insofar as applicable to the performance of this Agreement.

Conditioned only upon payment of the amount of this request, and in order to induce such payment, the Undersigned does hereby: (i) waive, release, and relinquish all claim or right of lien which the Undersigned may now have upon the premises above-described; (ii) waive, release, and relinquish any rights it has against any labor, material, payment, performance, or lien discharge bond pertaining to the foregoing described Property and the improvements thereon; (iii) waive, release and relinquish any claims for additional compensation of any kind, including delay, disruption, interference, or acceleration accruing prior to the date of this Application for Payment; and (iv) the Undersigned further promises to indemnify and hold harmless the Owner and Contractor from any liens or claims of lien of any and all parties for the furnishing of labor, materials or services on the project for, by or through the undersigned, or any of its subcontractors or suppliers through and including the date of this request.

WITNESS the hand and seal of the Undersigned, as of the ____ day of _____, 20_____.

Signed, sealed, sworn to and subscribed before the undersigned unofficial witness and notary public:

Notary Public:

SUBCONTRACTOR/SUPPLIER:
{ToCompany.Name}

_____
(NOTARY SEAL)

_____
(SEAL)

My Commission Expires:_____

Name:_____

Title: _____

SUBCONTRACT BREAKDOWN **PERIOD ENDING:** _____

ATTACHMENT TO SUBCONTRACTOR'S REQUEST FOR PAYMENT **JOB NUMBER:** _____

EXHIBIT A - PAGE TWO **JOB NAME:** _____

A	B	C	D		E	F	G	H	I	J
					WORK COMPLETED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE (BREAKDOWN)	Change order values	Revised Scheduled Value	PREVIOUS APPLICATIONS	THIS APPLICATION	TOTAL MATL STORED TO DATE (*NOTE)	TOTAL WORK IN PLACE AND MATERIAL STORED (D + E + F)	% G/C	BALANCE COMPLETE (C-G)
	Totals	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

SUBCONTRACTOR:

_____

_____

_____

LESS RETAINAGE TO DATE	
TOTAL AMOUNT DUE	$ -
LESS PREVIOUS REQUESTS	$ -
CURRENT AMOUNT DUE	$ -

* NOTE: IF MONEY IS REQUESTED IN THIS COLUMN, A STORED MATERIAL BREAKDOWN OR PRICED INVENTORY MUST ALSO BE ATTACHED.

Exhibit "B"

SUBCONTRACTOR'S INTERIM WAIVER
AND RELEASE UPON PAYMENT

STATE OF GEORGIA, COUNTY OF {Projects.Region}

OWNER: {LegalDocInfo.Owner}
CONTRACTOR: C.D. Moody Construction Co., Inc.
SUBCONTRACTOR: {ToCompany.Name}
PROJECT: {Projects.Name}

The undersigned Subcontractor/Supplier (hereinafter the "Undersigned"), {ToCompany.Name} has been employed by C. D. Moody Construction Co., Inc. ("Contractor") to furnish construction services or materials for the construction of improvements known as the {Projects.Name} ("Project"), which is located in the City of {Projects.Territory} , County of {Projects.Region} ("Property"), is owned by {LegalDocInfo.Owner} ("Owner"), and has a street address or legal description of:

{Projects.Address}

Upon the receipt of the sum of $_____, the Undersigned waives and releases (i) any and all liens or claims of liens it has upon the foregoing described Project and Property; (ii) any and all rights it has against any labor, material, payment, performance or lien discharge bond pertaining to the foregoing described Project and Property and the improvements thereon; and (iii) any and all claims for additional compensation of any kind, including claims for delay, disruption, interference, or acceleration through the date of _____, 20____ (the Waiver Date"), and excepting those rights, liens and bond claims that the Undersigned might have in any retained amounts, on account of labor or materials, or both, furnished by the Undersigned to or on account of said Contractor for said improvements.

In addition, the Undersigned warrants, represents and agrees as follows:

(1) The individual executing this instrument on behalf of the Undersigned has personal knowledge of the matters herein stated and that such facts are true and correct, and has full authority to execute this Interim Waiver and Release Upon Payment for the Undersigned.

(2) The Undersigned has performed all work through the Waiver Date pursuant to the terms and conditions of its contract and in conformance with all plans and specifications for the work, and/or all materials and equipment supplied are of good quality and new unless otherwise required or permitted by the plans and specifications or purchase order documents.

(3) Any and all contractors, subcontractors, laborers, suppliers and materialmen that have provided labor, material or services to the Undersigned for use or incorporation into the construction of the improvements to the Property are listed in [Attachment 1 or 2 - will depend on whether the Property description is attached as Attachment 1] attached hereto. All sums due to contractors, subcontractors, materialmen, mechanics, laborers and suppliers for labor, materials or services used or incorporated into the improvements to the Property have been paid and satisfied in full, or will be paid and satisfied in full upon receipt of the above referenced funds, and there are no outstanding claims of any character arising out of, or related to, the Undersigned's activities on, or improvements to, the Property.

(4) This Interim Waiver and Release Upon Payment is specifically made for the benefit of the Contractor, the Owner and the Owner's lender, and any other person or entity with a legal or equitable interest in the Property, and this Interim Waiver and Release Upon Payment may be relied upon by any of the aforementioned parties.

(5) The Undersigned is executing this Interim Waiver and Release Upon Payment, as provided by law, for the express purpose of inducing and receiving payment from the Contractor for work performed through the date of this Interim Waiver and Release Upon Payment.

(6) The amount of money set forth as due and owing in the most recent Interim Waiver and Release Upon Payment dated _____, 20___, has been received, and is deemed paid in full, and execution of this Interim Waiver and Release Upon Payment shall constitute the Undersigned's acknowledgment of payment in full as to each and every prior Interim Waiver and Release Upon Payment executed by the Undersigned.

WITNESS the hand and seal of the Undersigned, as of the _____ day of _____, 20___.

Signed, sealed, sworn to and subscribed before the undersigned unofficial witness and notary public:

Notary Public:

_____
(NOTARY SIGNATURE AND SEAL)

Name: _____

My Commission Expires: _____

SUBCONTRACTOR/SUPPLIER
{ToCompany.Name}

_____
(SIGNATURE AND SEAL)

Name: _____

Title: _____

Exhibit "C"

UNCONDITIONAL WAIVER AND RELEASE OF LIENS AND CLAIMS BY SUBCONTRACTOR OR MATERIALMAN TO GENERAL CONTRACTOR

STATE OF GEORGIA

COUNTY OF {Projects.Region}

WHEREAS, {ToCompany.Name} (Whereinafter "Undersigned") has been employed by C.D. Moody Construction Co., Inc. (hereinafter "Contractor") to furnish {Contracts.Description} (describe materials and/or labor) under a contract, subcontract, or purchase order dated {Contracts.ContractDate} and numbered {Contracts.ContractNumber} , for or in connection with the construction of improvements knows as {Projects.Name} (hereinafter "Project"), which is located in the City of {Projects.Territory} , County of {Projects.Region} , State of Georgia (hereinafter "Property and is owned by {LegalDocInfo.Owner} (hereinafter "Owner") and more particularly described as follows:

{Projects.Address}

NOW, THEREFORE, for and in consideration of _____ (amount of final payment), the receipt and sufficiency of which is hereby acknowledged, the Undersigned, for itself, its employees, its subcontractors, sub-subcontractors, mechanics, materialmen, and laborers, does hereby:

(a) Waiver of Lien Rights. Waive, relinquish, and release any and all liens, rights to file liens, claims of lien or preliminary notices of right to file lien on or against the foregoing described Property, and the improvements thereon.

(b) Waiver of Bond Rights. Waive, relinquish, and release any rights it has against any labor, material, payment, performance, or lien discharge bond pertaining to the foregoing described Property and the improvements thereon.

(c) Waiver of Claims. Waive, relinquish, and release any and all claims, causes of action, suits, damages, judgements, claims and demands of any kind, character, and description, whether known or unknown, against the Contractor, the Contractor's bonding company, and the Owner, their directors, officers, principals, general and limited partners, employees, agents, subsidiaries, parent, and related corporations, successors, and assigns, arising from, pertaining to, or arising out of the furnishing of the foregoing described materials and/or labor, the Project or the Property.

(d) All Parties Paid. Warrant and represent that it has been paid in full all amounts owed for all materials or labor furnished pursuant to the above-referenced contract and that any and all parties who have supplied labor or materials to the Undersigned for or in connection with the making of the improvement to the Property have been paid in full all amounts owed to them as a result of the performance of such labor or the furnishing of such materials.

(e) Authorization. Warrant and represent that it is the sole owner of the claims released herein, that it has not sold, assigned, or conveyed such claims to any other party, that the individual executing this instrument on its behalf has personal knowledge of the matters herein stated, and is authorized and fully qualified to execute this instrument as or on behalf of the Undersigned.

(f) Scope of Release. Acknowledge and agree that this Unconditional Waive and Release of Liens and Claims is an independent covenant and shall operate and be effective with respect to all labor or services provided and materials furnished by, through, or on behalf of the Undersigned under any supplemental contract or contracts, whether oral or written, for extra or additional work, and for any further labor or services provided or materials furnished at any time with respect to the Project or the Property.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

Given under hand and seal this _____ day of_____, 20_____.

Company: {ToCompany.Name}

Name: _____
Title: _____

Signed, sealed and delivered
in the presence of:

Witness:

_____

Name: _____

Title: _____

_____
Notary Public

(NOTARY SEAL)

My Commission Expires: _____

Exhibit "D" PART 1

Bond No._____Premium _____

SUBCONTRACT PERFORMANCE BOND

BY THIS BOND, We {ToCompany.Name} as Principal, and _____ _____, as Surety, are bound unto C.D. MOODY CONSTRUCTION CO. INC. , as Obligee, in the penal sum of ({Contracts.OrigValue} "NumToText") DOLLARS ($[{Contracts.OrigValue}]), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The Principal entered into a certain Subcontract agreement with the Obligee dated as of the{Contracts.ContractDate}, which is incorporated herein by reference in its entirety, for the supply of the following labor, materials, and/or services: {Contracts.Description} to a project known as {Projects.Name}, which is more fully described in the Subcontract.

THE CONDITION OF THIS BOND is that if the Principal:

1. Fully and completely performs and fulfills, at the times and in the manner prescribed in the Subcontract, all of the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Subcontract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made; and
2. Pays the Obligee any and all loss, damage, expense and cost, including but not limited to delay damages (whether liquidated or actual) and attorney's fees, that Obligee sustains because of any default by the Principal; then this Bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Subcontract and compliance with formalities connected with the Subcontract or alterations which may be made in the terms of the Subcontract, or in the character or scope of the work to be performed under it, or any extension of time for the performance of the Subcontract, or any forbearance on the part of the Obligee or the Principal to the other, or any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner, or any shall not affect the obligation of the Principal and Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. In addition to the obligations contained in the Subcontract, whenever the Principal shall be, and declared by the Obligee to be, in default under the Subcontract, the Surety shall, upon receipt of written notice of the Principal's default, promptly and without delay remedy the default by completing the Subcontract in accordance with its terms and conditions.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20___.

ATTEST:_____ WITNESS:_____

(Print Principal) (Seal) (Print Surety) (Seal)

By_____ By: _____

(Print Name and Title) (Print Name and Title)

_____ _____

(Signature) (Signature)

Exhibit "D" PART 2

Bond No._____ Premium _____

SUBCONTRACT PAYMENT BOND

BY THIS BOND, We {ToCompany.Name} as Principal, and _____ _____, as Surety, are bound unto C.D. MOODY CONSTRUCTION CO. INC. , as Obligee, in the penal sum of ({Contracts.OrigValue} "NumToText") DOLLARS ($[{Contracts.OrigValue}]), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

The Principal entered into a certain Subcontract agreement with the Obligee dated as of the{Contracts.ContractDate}, which is incorporated herein by reference in its entirety, for the supply of the following labor, materials, and/or services: {Contracts.Description} to a project known as {Projects.Name}, which is more fully described in the Subcontract.

THE CONDITION OF THIS BOND is that if the Principal:

1. Promptly makes payment to all persons, corporations or other entities supplying labor, materials, supplies or services used directly or indirectly by the Principal in the prosecution of the work provided for in the Subcontract between the Principal and the Obligee, and

2. Pays the Obligee all loss, liability, costs, damages, penalties, or expenses, including but not limited to attorney's fees, incurred in by the Obligee because of any default by the Principal under the terms of this Bond; then this Bond is void; otherwise it remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Subcontract and compliance with formalities connected with the Subcontract or alterations which may be made in the terms of the Subcontract, or in the character or scope of the work to be performed under it, or any extension of time for the performance of the Subcontract, or any forbearance on the part of the Obligee or the Principal to the other, or any change of any nature whatsoever that may be made in the terms of the contract between the said Obligee and the Owner, or any shall not affect the obligation of the Principal and Surety, or either of them, their heirs, personal representatives, successors or assigns under this Bond, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Subject to the priority of the named Obligee with respect to recovery up to the penal sum of this bond, persons who have supplied or furnished labor, material, machinery, equipment or supplies to the Principal for use in the prosecution of the work provided for in the Subcontract shall have a direct right of action against the Principal and Surety under this bond.

3. No legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of material or supplies to the project.

IN WITNESS WHEREOF, the said Principal and Surety have hereunto set their hands and seals, this _____ day of _____, 20___.

ATTEST:_____ WITNESS:_____

(Print Principal) (Seal) (Print Surety) (Seal)

By:_____ By:_____

(Print Name and Title) (Print Name and Title)

_____ _____

(Signature) (Signature)

Exhibit "E"

COMPANY SAFETY STANDARDS, PROJECT SAFETY RULES AND SPECIAL NEEDS

SAFETY STANDARDS:

While compliance with OSHA and other governmental safety regulations is a must, C.D. Moody Construction Co., Inc. recognizes that standards must also be set for good work practice and its resulting injury and loss prevention. Therefore, the following minimum work standards will be performed on each site in addition to adherence to all governmental regulations (OSHA, etc.).

· Fall Protection: Once a project is identified and the project manager and superintendent are in place the project manager, superintendent and safety director should immediately develop a plan for adequately addressing all fall from elevation exposures that may be encountered. This plan should identify all expected exposures and define the protective systems and measures that will be used to control these exposures and prevent them from becoming accidents, injuries and costs. The plan should also outline how C. D. Moody Construction Co., Inc. employees will be trained in the requirements of the plan (see Tab N in Section 7 of this program). It should also address how subcontractor planning, implementation and training of their employees will be documented.

· Crane Use: Once a crane is on site and in operation the operator becomes the absolute final authority regarding the safety of any lifting operation or rigging equipment use. Therefore, it is imperative that the superintendent field test the operator to determine his/her skill level and physical fitness for operating the machine. The superintendent should also verify the knowledge and skill of the designated flaggers for the crane. Anyone who does not display proper knowledge and use of standard ANSI hand signals should not be allowed to flag the crane. Documentation of up-to-date annual certifications and regular inspections of the crane should be secured and maintained. Questions regarding the fitness of the operator or flagger should be resolved before operations are allowed to begin or continue, including re-inspection or re-certification of the equipment or removal of the unsatisfactory personnel. Should any accident involving a crane occur, all operations of the crane must cease until a thorough investigation is completed and resumption of operations is approved by the safety director. All tower cranes will be inspected by an independent inspection source when turned over to C. D. Moody Construction Co., Inc. by the provider. Deficiencies must be corrected by the provider immediately.

· Personal Protective Equipment: C. D. Moody Construction Co., Inc. projects are hard hat and safety glass projects at all times. Anyone who is caught on the project in work areas without this equipment will be removed from the site immediately and not allowed to return until this equipment is secure and being properly worn and used.

· Work Attire: Proper dress for working on C. D. Moody Construction Co., Inc. projects shall consist of full length pants (to the ankle), shirts that extend to the belt and has at least 4" sleeves and hard sole, leather work boots. Clothing that is unusually torn or frayed will not be allowed.

· Emergency Action and Crisis Management Planning: A site specific Emergency Action and Crisis Management Plan (see Tab O in Section 7 of this program) will be developed at the beginning (mobilization) of each project. This plan will be put into action and followed in the event of a severe accident or other crisis situation. Every person who reports to work at the site (C. D. Moody Construction Co., Inc. and all subcontractors and vendors) will be properly trained in all aspects of the plan and the training will be documented.

PROJECT SAFETY RULES:

The following rules will apply at all times on all C. D. Moody Construction Co., Inc. projects and to all personnel.

1. Hard hats and safety glasses will be worn by everyone at all times on the project. This is a hard hat and safety glass project from start to finish. Proper dress, consisting of full length pants (to the ankle), shirt that extends to the belt and has at least 4" sleeves and hard sole, leather work boots, is required at all times.

2. Anytime fall arrest equipment is required, the system shall consist of full body harness, shock absorbing lanyard and locking snap hook. The system will be anchored to a support capable of withstanding a 5,000 lb. load per worker attached.

3. All subcontractors must submit to C. D. Moody Construction Co., Inc. their Hazard Communication Program including their chemical inventory and corresponding MSDS sheets.

4. All accidents must be reported to the C. D. Moody Construction Co., Inc. site office as soon as medical care (when necessary) has been secured.

5. No site personnel will discuss with or provide documents to the press or any external agency regarding any site related situation without permission from C. D. Moody Construction Co., Inc..

6. All necessary phone numbers will be posted in the C. D. Moody Construction Co., Inc. site office at each phone along with the site's Emergency Action Plan.

7. Any contractor (including all levels of subcontractors) doing any excavation work on the site must have a trained competent person on site at all times while excavations are open.

8. All contractors must either conduct weekly tool box safety meetings and submit safety meeting minutes to the C. D. Moody Construction Co., Inc. staff or have all their employees attend the C. D. Moody Construction Co., Inc. meetings (details for which method is to be used must be worked out with the C. D. Moody Construction Co., Inc. site superintendent).

9. There will be no riding of crane hooks, headache balls, steel beams being hoisted, or any other similar activity. Also, there will be no climbing, sliding or any type travel on vertical steel members (columns). Where travel is necessary between levels it will be accomplished by use of lifts, ladders, scaffold, stairways or other acceptable means.

10. The subcontractor acknowledges that construction is an extremely hazardous business and that he and his employees are vitally interested in job safety. The subcontractor assumes full responsibility for his work being performed in a careful and safe manner in complete compliance with the rules and regulations established by OSHA.

11. The subcontractor acknowledges that he will also abide by the C. D. Moody Construction Co., Inc. safety program, a copy of which is located on all job sites.

12. No AM/FM radios, tape or CD players are permitted on any C. D. Moody Construction Co., Inc. project.

13. Once taping and finishing of sheetrock or plaster work begins, subcontractors shall remove from the building all flammable debris on a daily basis.

14. Any citations with penalties from OSHA against C. D. Moody Construction Co., Inc. caused entirely by subcontractor activity will be back charged to the subcontractor.

SUBCONTRACTOR POLICY: In order to insure that our subcontractors understand the importance of safety on our projects and adhere to good safety practice the following activities will be utilized on a routine basis:

1. A hand-off meeting between estimating and project management and supervision will take place before each new project. A part of this meeting will consist of a discussion of particular safety needs for that project and how they will be taken care of through the budget and schedule requirements. The safety director will be brought into these meetings to lend guidance to insure that all necessary safety concerns are addressed.

2. A pre-construction meeting will take place with each individual subcontractor that is identified to have potentially serious ramifications regarding safe operations on the project. The meeting will include project management, supervision, safety and the subcontractor involved with the particular work in question.

3. At the end of each project the subcontractors utilized will be evaluated by project management, supervision and safety. Results will be shared with all other company personnel so that wise decisions can be made regarding continued use of the subcontractor on C. D. Moody Construction Co., Inc. projects.

4. Daily task meetings will be used by both C. D. Moody Construction Co., Inc. and subcontract crews to help insure that all operations with serious safety issues and potential hazards will be performed in a safe manner.

BASIC CONTRACTOR FALL PROTECTION PLAN

Name of Company:

FALL PROTECTION PLAN FOR (name and location of project)
{Projects.Name}
{Projects.Address}

Description for scope of work:

Recognized exposures for this project where our employees are required to work six feet or more above lower surfaces:

Fall Protection controls to be implemented and/or provided to protect our workers from the recognized exposures and controls to protect other trades that may be affected by our scope of work (be sure to match controls to hazard exposures).

Training:

Disciplinary Procedures:

Responsible supervisor for this project will be:
Plan prepared by:
Date Prepared:

EMERGENCY ACTION PLAN and CRISIS MANAGEMENT PLAN

PROJECT NAME: **{Projects.Name}**
PROJECT LOCATION: **{Projects.Address}**

POLICY/PURPOSE

It is the intent of this plan to give direction to all persons involved on this site should an emergency occur. The types of emergencies that might occur on a construction site are:

* Fires and explosions
* Chemical spills
* Toxic fume or dust release
*Bomb threat
*Natural disasters
*Equipment or structure failure.

Should an emergency occur it will be the responsibility of CDM's superintendent to activate and administer this emergency action plan. At the first signs of a potentially dangerous situation please report the conditions to CDM's superintendent and follow all instructions given by him/her.

If we can avoid panic and follow all emergency procedures we have a much better opportunity to avoid a catastrophic situation. However, the best way to prevent emergencies from occurring is to follow all safety procedures and precautions.

ALARM/ALERT SYSTEM

In the event of an emergency on site all personnel will be notified via the following methods:

Three (3) Long Horn Blasts

It will then be the crew foreman's responsibility to evacuate his/her crew to a safe area.

EVACUATION PROCEDURES

Should the emergency require the evacuation of all personnel from the site all foremen will remove their crews to A.D. Williams Park adjacent to the southeast corner of the project and take a head count to verify the safe removal of all personnel. The results of the head count will be reported to CDM's superintendent.

CDM's superintendent will be responsible for gate closures and directing emergency personnel.

For emergency evacuation of parties directly affected by the crisis (injured workers, trapped workers, etc.) the following methods will be used on this project:

Wait for Local EMS unless otherwise directed

RESCUE/MEDICAL DUTIES

All rescue operations will be performed by professionally trained personnel. These personnel will be provided by the city/county EMS unless otherwise stated. No worker on site is to attempt a rescue with the exception of removing someone from an immediately life threatening situation. Otherwise, make the affected persons as comfortable as possible, comfort and reassure them and call for the proper assistance.

Emergency medical and first aid services will be rendered by either the local EMS or a private service. If a private service is utilized their contact information is as follows:

Name of service: N/A
Address:
Phone Number:

However, there may be instances where emergency first aid or CPR must be started before others can be reached. Those trained to render these services on this site are:

CDM's superintendent, {Projects.Superintendent} and project manager; {Projects.ProjectManager}.

All fire and police matters will be reported via the 911 reporting service unless otherwise specified.

Fire extinguishers are located in the following places on site:

Two (2) on each floor of the building and marked
One (1) located inside the CDM Construction Trailer

First aid supplies are located at:

Located inside the CDM Construction Trailer

EMERGENCY OPERATIONS
Should any critical equipment or utility operations be required during an emergency they will be handled as follows:

As directed by Local EMS

Persons required to perform these operations will be evacuated and accounted for via the following methods:
As directed by Local EMS

ADDITIONAL CONTACTS
Should any additional personnel be needed or required to be contacted per company policy or procedure please refer to the proper section of the company's Crisis Management Manual. All entry gates to the site must be closed, locked and guarded by {Projects.CompanyName} personnel as soon as the emergency is reported. No one except company personnel, emergency personnel, or others permitted by {Projects.CompanyName} management will be allowed in or out until the crisis is over. If the news media show up at the site they are to be kept at the following location and statements will be given them per the company Crisis Management Program (See CDM personnel for details). DO NOT let any media on site or wander around unattended!

TRAINING
All site personnel will be trained in all aspects of this plan by CDM's superintendent at the following times: 1) upon initial completion of the site specific elements of the plan or when first coming on site to work; 2) whenever the plan specifics are changed; and, 3) when they are assigned specific emergency duties such as gate closures, utility or equipment shut down, etc. All training must be documented!
This plan will be maintained in the office of CDM's superintendent on the site at all times and may be reviewed by any involved party upon proper request.

EMERGENCY NUMBERS

PROJECT NAME: {Projects.Name}

ADDRESS: {Projects.Address}

PHONE NUMBER: {Projects.JobTel}
JOBSITE DIRECTIONS:

FIRE: 911
Ensure someone will escort personnel to the scene
POLICE: 911

RESCUE: 911

HOSPITAL / ER: 911

POISON INFORMATION: Georgia Poison Control Center (404) 616-9000

LOCAL OR STATE ONE CALL: 911

HAZARDOUS CHEM. SPILL: 911

JOBSITE AFTER HOURS EMERGENCY CONTACT:
CDM's superintendent: {Projects.Superintendent}

Exhibit "F"

C.D. Moody Construction Co., Inc.
SUBSTANCE ABUSE POLICY

1.0 STATEMENT OF PURPOSE

C. D. Moody Construction Co., Inc. has adopted the following substance abuse policy for the following purposes:

- to establish and maintain a safe, healthy working environment for all employees;
- to reduce the number of accidental injuries to person or property;
- to reduce absenteeism and tardiness and improve productivity;
- to preserve the reputation of the company and its employees within the community and industry at large; and
- to provide rehabilitation assistance for any employee who seeks such help.

The Company regrets any inconvenience or problems that this policy may cause but believes that the overall benefit to the Company and its employees makes the policy both necessary and helpful. Employees have the right to work in an alcohol and drug-free environment and to work with persons free from the effects of alcohol and drugs. Employees who abuse alcohol or drugs are a danger to themselves, to other employees, and to a productive work environment. This is especially applicable to the construction industry. This Policy is intended to be consistent with the Drug-Free Workplace Act of 1988.

2.0 SUBCONTRACTOR COMPLIANCE

The Company will select with reasonable care a reliable approved laboratory to perform drug testing as included in the Policy, and subcontractors will be responsible for the cost of testing all of its personnel performing work under all Company subcontracts. All subcontractors must have in place a substance abuse policy in compliance with state, local and federal laws and must also submit a letter to the Company verifying that each employee working on the C. D. Moody Construction Co., Inc. project has been drug/alcohol screened. This letter must be provided to and approved by a C. D. Moody Construction Co., Inc. authorized agent. Any employees of C. D. Moody Construction Co., Inc. or a subcontractor who have not been tested within the 30 days prior to their start date on the project must be retested.

3.0 DEFINITIONS

The following definitions apply to this policy:

"Alcoholic beverages" include any beverage that may be legally sold and consumed and has an alcoholic content in excess of 3% by volume. Drugs refer to substances other than alcohol capable of altering an individual's mood, perception, pain level, or judgment.

"Company property" or "Company premises" are used in their broadest sense and include all property, facilities, land, offices, living quarters, buildings, structures, fixtures, installations, trailers, equipment, automobiles, trucks, all other vehicles, and parking areas whether owned, leased, used or under the control of the Company. All personal vehicles while being used for Company business are specifically included in this Policy. This may also include other work locations including the jobsite of the customer, or to and from those locations while in the course and scope of Company employment.

"Detectable levels" or "identifiable trace quantities," for purposes of this Policy, is the presence of an illegal or prohibited drug or substance found in the body fluids at levels of detection above the lowest cut-off level as established by the analytical methods used by the testing laboratory.

"Illegal drugs," for purposes of this Policy, includes drugs which are not legally obtainable and drugs that are legally obtainable, but have been obtained illegally.

"Medical Review Officer" is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test result together with his or her medical history and any other relevant biomedical information. The MRO then advises management if the test is a verified confirmed positive test.

"Prescription drugs" are substances prescribed for individual consumption by a licensed medical practitioner.

"Reasonable suspicion," for purposes of this Policy, is a belief based on objective facts sufficient to lead a prudent supervisor to suspect that the employee, or other person, is using a prohibited drug, alcohol or substance.

"Under the Influence," is the presence of an illegal or prohibited drug, alcohol or substance found in the body fluids at levels of detection above the lowest cut-off level as established by the analytical methods used by the testing laboratory. Also, it means that the employee or other individual is affected by a drug, alcohol or prohibited substance, either singularly or in combination, in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, nor to obvious impairment of physical or mental ability, such as slurred speech or difficulty in maintaining balance.

4.0 SUBSTANCE ABUSE RULES

The following rules represent the company's policy concerning substance abuse. This policy takes effect immediately and will be enforced uniformly.

- All employees are prohibited from being under the influence of alcohol or illegal drugs on Company premises or during Company business working hours.
- The use, sale, possession, transfer, or purchase of illegal drugs or controlled substances on Company property or while performing Company business is strictly prohibited. The Company will report any such activities to appropriate law enforcement officials.
- Employees cannot bring or consume alcoholic beverages on Company premises except in connection with Company-authorized events.
- Only the person for whom a prescription drug is issued can bring that medication on Company premises. Employees must use prescription drugs only in the manner, combination, and quantity prescribed.
- Possession of firearms, lethal weapons, ammunition, and explosives is prohibited.
- Equipment, paraphernalia and literature pertaining to or promoting illegal drug or substance abuse is prohibited.
- The Company, at all times, reserves the right to have a physician determine if a prescription drug or medication produces hazardous effects and, if appropriate, may restrict the employee's work activity.
- Use of alcohol off Company premises that adversely affects the individual's work performance, his own or others safety at work, or the Company's regard or reputation in the community, is prohibited.
- Switching or altering any urine sample submitted for testing is prohibited.
- Refusal to sign the Substance Abuse Policy Acknowledgment and Consent form is cause for immediate termination of employment for an employee or immediate voluntary withdrawal of any employment application by an applicant.

4.1 ARREST OR CONVICTION UNDER CRIMINAL DRUG STATUTES

Employees must notify their immediate supervisor of any criminal drug statute conviction, including a plea of guilty or no contest, no later than five (5) days after such conviction. Supervisor shall notify the Company's Director of Human Resources immediately. All employees who are convicted of a violation of any criminal drug statute, including a plea of guilty or no contest, for an occurrence on or off Company premises or job location(s), are subject to being discharged from employment.

5.0 POLICY ENFORCEMENT

Because of the importance of this Policy, the Company reserves the right, at all times, and employees accept as a condition of employment, that while on premises and property described above and circumstances warrant, to have Company supervisors and/or authorized search and inspection specialists, including scent-trained dogs, conduct searches and

inspections of employees, or other persons, and their personal property and effects, to include, but not limited to, living quarters, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles, for the purpose of determining if such employees or other persons are using, possessing, selling, manufacturing, distributing, concealing or transporting any of the prohibited items and substances contained in this Policy.

5.1 SEARCHES AND INSPECTIONS

The Company has the right to conduct an on-the-spot search and inspection of employees, or others, and their personal property and effects, as described above, if the employee's supervisor has a reasonable suspicion that employees, or others, are in violation of any part of this policy. All searches and inspections conducted by outside authorized specialists will be in the presence of a Company representative. Searches will be performed with concern for the privacy of each employee or other individual. Refusing to submit to a search when requested by management or an authorized representative of the Company, such as a security guard, will be considered cause for termination of employment.

Searches and testing, as defined herein, may require employees and others present on Company property to submit to a urine drug test and/or blood test (blood test upon admission to hospital only) and/or breath alcohol test. These tests may be utilized under the following circumstances:

1. Following any on-the-job injury that requires treatment at a medical facility, or following a serious or potentially serious accident or near-miss incident involving damage to Company property including, but not limited to vehicles and other equipment. All persons involved and within the immediate vicinity of the incident will have their urine and/or blood tested along with having a Breathalyzer test for alcohol.

2. When an employee's supervisor has a reasonable suspicion that an employee, or other person on Company property, is intoxicated, using or under the influence of prohibited drugs and substances.

3. Whenever the Company suspects that an employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs, or that an employee has otherwise violated this Policy.

4. As part of an overall Search and Inspection of an employee's or other person's work area or location of employment.

5. When an employee or person is found in possession of suspected illicit or unauthorized drugs and/or alcohol or when any of these items are found in an area controlled or used exclusively by designated employees.

6. When searches and inspections by Company supervisors and specialists are conducted from time to time without prior announcement. Any illegal items prohibited by this Policy will be confiscated by the Company and turned over to law enforcement officials.

5.2 DRUG AND ALCOHOL TESTING

Testing will consist of a urine ten-panel drug screen for prescription and illegal substances. A Breathalyzer test for alcohol will be required for post-accident or near-miss incidents. Certification for drug and alcohol testing is required on all labs used. All applicants and employees are required to sign a "Substance Abuse Policy Acknowledgment and Consent" form as a condition for consideration for employment and of continued employment. All drug and alcohol testing will be performed in conformance with applicable state law. Where required by state law, an addendum to this policy covering testing procedures will be issued. Drug and alcohol testing will occur in the following circumstances:

- If a medical evaluation gives reasonable suspicion that an employee is impaired by drugs or alcohol;
- In pre-employment physical examinations of persons to whom a conditional offer of employment has been made;
- All C. D. Moody Construction Co., Inc. employees who routinely operate Company equipment or vehicles will be tested at least annually;
- All C. D. Moody Construction Co., Inc. employees involved in an accident or near-miss incident will be tested; or
- Whenever needed, during and following drug or alcohol treatment to assure compliance with the treatment plan.

Drug and alcohol testing also may take place in these circumstances:

- For certain job groups, departments, or locations where the work subjects employees or others to significant safety risks;

- For certain job groups, departments, or locations where Company assets may be subject to unusual and significant risks; or

- When an employee is found to possess alcohol or illegal drugs on Company property in violation of this policy.

The Medical Review Officer is responsible for receiving laboratory results generated by the substance abuse testing laboratory. All positive tests are to be confirmed by the Medical Review Officer in accordance with laboratory testing certification requirements.

5.3 CHALLENGES TO TESTING

Employees who wish to contest the results of a drug screen must do so within three (3) business days of being notified of the results. For specimens that test positive, the applicant/employee will be allowed to have a portion of the same sample retested at the same lab or a lab of the applicant/employee's own choosing. The selected lab must meet the applicable regulations with which the Company must comply and with this Policy. The applicant/employee shall bear the expense of the retest.

6.0 PENALTIES FOR VIOLATING THIS POLICY

Any person found using, possessing, selling, manufacturing, distributing, concealing or transporting any of the items or substances prohibited by this Policy, or who refuses to submit to a search, urine and/or blood analysis, or other detection procedure pursuant to this Policy, shall be removed from Company property and be subject to discharge from employment.

Any person who, as a result of drug testing, is found to have detectable levels of a prohibited drug or substance in his/her system, regardless of when or where the drug or substance entered that person's system without a satisfactory explanation, will be considered in violation of the Policy, will be removed from Company property, and will be discharged from employment.

All subcontractor and supplier personnel and other third parties on Company premises will be subject to this Policy.

Any individual violating this Policy or who refuses to take a urine, breath alcohol, and/or blood drug test or to be searched will be subject to removal from the premises and may be permanently barred from the jobsite. Violation of this Policy by subcontractor or supplier employees may also cause a termination for default of the contract between the Company and such subcontractor or supplier and may result in the subcontractor or supplier losing the right to do business with the Company.

Any person, who is found in violation of any portion of this Policy in a manner not covered in the preceding paragraphs, without an explanation satisfactory to the Company, will be removed from Company property and will be discharged from employment.

Any person who, as a result of violation of the Company Policy, is removed from Company property, shall not be eligible for rehire or put back to work on Company property unless the employee meets the requirements of the rehire section as listed below.

6.1 REHIRE

If an employee is laid off for economic reasons, lack of work, non-medical leave of absence, or is transferred from one project to another for less than 30 days, the employee must submit to a urine or blood drug test. The employee may continue to work until the results are received. A positive test result will result in the employee's termination of employment. Employees who are laid off for economic reasons, lack of work, non-medical leave of absence or transferred from one project to another for more than 30 days must submit to a urine or blood drug test. Such employees may NOT work until negative test results are received. The Company will not hire any applicant or transferred employee who fails to pass the drug test.

Any Company employee who has been terminated for violation of this Policy will be barred from reapplying for employment for twelve (12) months. However, such employee may reapply for employment after 90 days if he/she can

provide proof of rehabilitation from a doctor or rehabilitation facility. Reinstatement is subject to the approval of the Chief Operating Officer of the Company.

For reinstatement to be granted, the individual must consent to personal unannounced testing to be administered by the Company at its discretion for a period of 60 months. Such tests will be conducted at the Company's expense. After reinstatement, an employee who receives a positive test result will be immediately terminated from employment and will not be eligible for rehire.

Any applicant whose conditional offer of employment is withdrawn due to a confirmed positive test will not be eligible for employment with the Company for twelve (12) months following the communication of the confirmed positive test results.

7.0 ASSISTANCE IN OVERCOMING ALCOHOL OR DRUG USE

Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation, economic return to the Company, and reduced personal, family and social disruption. Whenever reasonably feasible, the Company will assist employees in overcoming drug or alcohol abuse by providing a list to the employee of the appropriate treatment and counseling services located in his/her area. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is the individual employee's responsibility.

Financial assistance will be limited to the benefits payable under the Company's group health insurance plan.

8.0 RECORDS

The Company shall maintain, as confidential records, separate from other personnel records of employees and applicants, all drug and alcohol test results and related information including, but not limited to interviews, reports, statements and memoranda.

9.0 CHANGES OR MODIFICATIONS

The Company reserves the right to change the provisions of the policies and testing program at any time upon 30 days' written notice. The Company shall review, revise and update this policy as needed. The failure of the Company to exercise any function in any particular way shall not be considered a waiver of the Company's right to exercise such function or preclude the Company from exercising prerogative in some other way.

10.0 STATE MODIFICATIONS

In certain circumstances, the Company will adopt addendums to this Policy for application in a specific state. Should a conflict arise between any of the terms in this Policy and the Addendum, the terms of the Addendum shall control.

Exhibit G - Subcontractor

SUBCONTRACTORS MINIMUM INSURANCE REQUIREMENTS

GENERAL CONTRACTOR: C.D. Moody Construction Co., Inc.
PROJECT: {Projects.Name}
PROJECT OWNER: {LegalDocInfo.Owner}

COMMERCIAL GENERAL LIABILITY (OCCURRENCE BASIS)	
General Aggregate Limit	$2,000,000
Products & Completed Operations Aggregate Limit	$2,000,000
(To Be Carried for One Year After Completion of Project)	
Personal Injury Limit	$1,000,000
Each Occurrence Limit	$1,000,000
Damage to Rented Premises (each occurrence)	$50,000
Medical Expense (Any one person)	$5,000

C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) are to be included as Additional Insured (Form CG2010 or Equivalent) and such insurance shall be primary and non-contributory.

Waiver of Subrogation in favor of C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) must be added.

BUSINESS AUTO LIABILITY	
Combined Single Limit for Bodily Injury & Property Damage	$1,000,000
(Above to Include Owned, Hired and Non-Owned Auto)	

C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) are to be included as Additional Insured (Form CG2010 or Equivalent) and such insurance shall be primary and non-contributory.

Waiver of Subrogation in favor of C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) must be added.

WORKERS COMPENSATION/EMPLOYERS LIABILITY	
Each Accident	$ 100,000
Disease Limit-Policy	$ 500,000
Disease Limit-Each Employee	$ 100,000

Waiver of Subrogation in favor of C.D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) must be added.

UMBRELLA LIABILITY	
Combined Single Limit	$ 1,000,000
(Over/above General, Auto and Employers Liability Limits)	

C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) are to be included as Additional Insured (Form CG2010 or Equivalent) and such insurance shall be primary and non-contributory.

Waiver of Subrogation in favor of C. D. Moody Construction Co., Inc. and {LegalDocInfo.Owner} (Project Owner) must be added.

Exhibit "G" Sample Certificate of Insurance

CERTIFICATE OF INSURANCE

Date (MM/DD/YY)

Producer

This certificate of insurance is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Companies Affording Coverage

Company A

Company B

Company C

Company D

Insured

{ToCompany.Name}
{ToContact.DisplayAddress}

COVERAGES

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.

CO LTR	Type of Insurance	Policy Number	Policy Effective Date (mm/dd/yy)	Policy Expiration Date (mm/dd/yy)	Limits	
	General Liability 1, 2,3				General Aggregate	$ 2,000,000 *
	X Commercial General Liability				Products-Comp/Op Agg	$ 2,000,000
	Claims Made X Occur.				Personal & Adv Injury	$ 1,000,000
	Owners & Contract's Prot				Each Occurrence	$ 1,000,000
	Gen'l Aggregate Limit Applies Per				Damage to Rented Premises (Ea Occurrence)	$ 50,000
	X Project				Fire Damage (Any one)	$ 100,000
					Med Exp (One person)	$ 5,000
	Automobile Liability 1, 2,3				Combined Single Limit	$ 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	
	Garage Liability				Auto Only - Ea Accident	
	Any Auto				Other than Auto Only	
					Each Accident	
					Aggregate	
	Excess/Umbrella Liability 1,2,3				Each Occurrence	$ 1,000,000
	X Occur				Aggregate	$ 1,000,000
	Deductible					
	X Retention $10,000					
	Workers Compensation 1,2,3				X Statutory Limits	
	Employer's Liability				Each Accident	$ 100,000
					Disease - Policy Limit	$ 500,000
	The Proprietor/Partners/ X Incl.				Disease - Each Employee	$ 100,000
	Executive Officers are: Excl.					
	Other					

Designated Project # {Projects.Number} * Applies per Project

1) All policies to waive its Right of Subrogation against C. D. Moody Construction and {LegalDocInfo.Owner}.
2) Policy is endorsed to name C. D. Moody Construction and {LegalDocInfo.Owner} as Additional Insured for operations performed under subcontract Including completed operations for no less than warranty period.
3) Subcontractor's Insurance to be primary as respects other valid existing insurance.

Certificate Holder

C. D. Moody Construction Co., Inc.

6017 Redan Road
Lithonia, GA 30058

Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

 Subcontractor Initial_____ CDM Proj. Mgr. Initial_____

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 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).

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 on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

BID PHASE #1

DIVISION 23 – HVAC

Specifications Sections included in work category

Section	Description of Work
01 10 10-01 77 19	All General Requirements
23 0010	HVAC General
23 0090	HVAC Performance Verification
23 0095	HVAC Testing, Adjusting and Balancing
23 1000	Piping, Valves and Accessories
23 2500	HVAC Insulation
23 6000	Equipment
23 6500	Special Equipment
23 7000	Air Distribution
23 8000	Direct Digital Controls and Building Automation System

General Requirements

1. Subcontractor shall provide all submittals, engineering, shop drawings, schedules, samples, mock-ups, and erection drawings required by the contract documents, and other reasonable submittal requests by the CDM for coordination purposes.

2. Subcontractor shall coordinate its work with CDM, other subcontractors, and Owners forces. Coordination shall include review of all fabrication and shop drawings, all product data, and other contract documents referring to items requiring integration and compatibility with the Work required of Subcontractor. Subcontractor shall advise CDM of any potential conflicts between its work and work being provided and/or performed by others. Subcontractor shall be responsible for damages, including removing and replacing its Work and time lost, incurred by its failure to coordinate with all fabrication and shop drawings, all product data, and other contract documents provided, onsite or otherwise, for coordination.

3. Prior to the construction of the permanent building perimeter wall, CDM will coordinate the installation of temporary perimeter safety railings as required. Subcontractor shall coordinate and sequence the access of materials and all other operations involving the temporary removal and replacement of these safety railings with CDM and shall exercise due care to protect all safety railings and shall carry out all work in a manner to minimize the number of openings in safety railings.

4. Subcontractor shall be responsible for all delivery costs of their respective materials/equipment. Subcontractor will be responsible for scheduling and unloading of material/equipment deliveries with CDM and other affected trades. Protection of material/equipment during delivery is the responsibility of the subcontractor.

5. Subcontractor shall provide all hoisting, scaffolding, hoist operators, and personnel and hoisting accessories, including barricades and/or trained flagmen in the vicinity of hoisting operations and on the ground below hoisting operations.

6. CDM shall furnish benchmarks and base control lines at each level of the building for use by all subcontractors. All other layout, field engineering, and field measurements required for the execution of this subcontract will be the responsibility of Subcontractor.

7. CDM will coordinate basic security/construction fencing around the jobsite to be maintained during construction. Should the Subcontractor deem it necessary to remove any portion of this construction fence for the execution of his work, it will be his responsibility to replace the fencing to its original state and to protect the area during the period he has the portion removed. In addition, he shall be responsible for repairing or replacing any portion of the fence damaged by his work forces.

8. Subcontractor includes all come-back/remobilization operations relating to this subcontract that is normal and to be expected.

9. Subcontractor shall provide labor, material, and coordination of all block outs, sleeves, or embedded items to be placed within the structure to allow for the completion of this scope of work. Subcontractor is to remain in close contact with the CDM regarding project schedule to ensure that all necessary items are included to eliminate the need for any cutting and patching.

10. Subcontractor shall provide firesafing or sealing at all penetrations as required.

11. Subcontractor to comply with all governing local, state, and federal ordinances, zoning requirements, standards, and codes.

12. Subcontractor shall provide all required testing, re-testing, certification, licenses, fees, permits, and agency approvals involving this scope of work. CDM to provide General Building Permit only.

13. Subcontractor shall provide all administration services, documentation and materials to establish project LEED certification (relative to subcontractor's scope of work) as outlined by Contract Documents.

14. Subcontractor shall coordinate mechanical, electrical, plumbing, structural, and architectural requirements to be used in conjunction with this scope of work.

15. Subcontractor shall provide Payment and Performance Bond if contract value is greater than fifty thousand dollars ($50,000.00).

16. Subcontractor shall direct his crews to work Saturdays to compensate for any normal workdays lost due to inclement weather, holidays, or other circumstances.

17. All work must be performed in strict accordance to all OSHA rules and regulations; and specifically including fall protection and personal safety equipment.

18. Subcontractor is responsible for purchasing and adhering to all Contract/Bidding Documents listed in the Instructions to Bidders for the entire project duration.

19. Storage of materials, tools, equipment, and field offices will be subject to CDM's coordination and approval. Subcontractor may be required, at its expense, to relocate.

20. Subcontractor will be responsible for postage and courier charges incurred by the CDM for returning information to the Subcontractor for the Subcontractor's benefit of maintaining the schedule.

21. Subcontractor warrants and represents that it has fully educated itself on the recent material price escalations and quantity shortages in the steel, aluminum, copper and other metal material industries. Subcontractor is aware how the material price escalations and delivery time periods effect the commitments made to CDM in this Subcontract agreement. Subcontractor is experienced and fully qualified to perform the obligations of this Subcontract, that it has fully investigated, is fully familiar with and has taken into account material costs and availability, shipping and other related charges, and all other aspects of the raw material and fabricated material markets relating to the obligations of this Subcontract, and that it can perform the obligations of this Subcontract for the price and within the time set forth therein. Subcontractor further agrees not to seek a cost or time increase on the basis of the factors set forth above."

22. Subcontractor includes minor adjustments to typical conditions, connections, transitions, etc. that are normal and to be expected.

23. Commencement of the work or any portion of by the Subcontractor shall constitute acceptance of the condition for the installation of the work.

24. Subcontractor is responsible for insuring all requirements associated with Subcontractor's work for inspections are met prior to scheduled inspections. Subcontractor shall be responsible for any cost and/or delays caused by work or material not being in place at time of inspections.

25. Subcontractor is responsible for adequately covering/protecting block-outs and openings required by Subcontractors scope of work.

26. Subcontractor shall coordinate all rough-in locations with other trades. Any cutting and patching required will be included by the subcontractor. Cutting and patching will be performed in a professional manner that is acceptable to CDM.

27. Shop drawing re-submittals shall be made within one week of notification of rejection or as requested by CDM.

28. Subcontractor shall provide material procurement schedule, critical path method schedule and updated as-built drawings with the Subcontractor's application for payment.

29. Subcontractor shall furnish all close out documents with or prior to 80% completion billing.

30. Subcontractor is responsible for locating all existing permanent utilities and is responsible for any damage caused to existing utilities in the process of Subcontractor's Work.

31. CDM will coordinate location of dumpsters for debris. Subcontractor shall clean-up daily in strict accordance with the contract. Removal of debris not appropriate for the provided dumpster is the responsibility of the subcontractor. All roadways shall be kept clean as per local authorities. Subcontractors shall clean up any debris in the roadway and/or clean all vehicles leaving the site that they are responsible for.

32. The Subcontractor shall be represented by a person or persons authorized to represent it at weekly Safety and Subcontractor Meetings, commencing two (2) weeks prior to the commencement date of the Work covered by this Agreement.

33. The Subcontractor shall submit a daily construction report to the Contractor, which shall, at a minimum, include a description of the Subcontractor's activities for the day and any delays or hindrances encountered, a work force count by trade for the Subcontractor and any of its sub-subcontractors, and a listing of any major deliveries. The Subcontractor's daily report is due by noon the following day.

34. Warranty for this scope of work will commence based upon acceptance of the entire project by the governing authority.

35. CDM will implement a Quality Assurance Program relative to industry standards and the Contract/Bidding Documents.

36. Final Completion for this project is 304 days from Notice to Proceed from Fulton County. The Construction Documents stipulate if substantial completion is not complete in 304 days then liquidated damages in the amount of $1,500 per calendar day will be assess. The Subcontractor is aware that if their Contract Work is not performed in accordance with the Project Schedule, then the Subcontractor will bear the burden of liquidated damages if any are assessed on this project. In addition, the Subcontractor will also be liable for any costs CDM incurs from late completion of work and liquidated damages.

Summary of Work

1. Provide all equipment, tools, hoisting and scaffolding as required to furnish and install all HVAC work complete including however not limited to the following; energy recovery unit, boiler, boiler accessories, pumps, pump accessories, terminal units, closed circuit cooler, water source heat pumps, split systems, humidifier, unit heater, exhaust fan, air distribution device, dampers, all ductwork, gas vent piping, refrigerant piping & specialties, condensate drain piping, water piping, valves, balancing valves, gauges, thermometers, water specialties, insulation, heat tape, labeling, air filters, motor starters, boiler inspections, testing & balancing, water treatment, and air conditioning & ventilating systems.

2. Furnish and install all required motor starters/VFD's for the HVAC equipment. Coordinate with division 26.

3. Subcontractor to install all duct smoke detectors shown or required by code. Division 26 will provide smoke detectors and interlock to fire alarm system.

4. Coordinate all voltage requirements with the division 26 contractor. Any equipment ordered with the wrong voltage will be the responsibility of this subcontractor.

5. Provide all shop drawings, product data, mock-ups, samples, submittals, attic stock, close out documentation, etc. as required for a complete scope of work in accordance with the Contract Documents.

6. Include all required engineering shop drawings for HVAC systems. The HVAC shop drawings shall detail all required equipment locations, duct sizes and layouts, pipe sizes and layouts, signage and other construction details.

7. All HVAC systems to be in compliance with all governing codes, regulations, load, requirements, etc. In the event of a conflict between drawings, specifications, local authorities having jurisdiction, and/or building codes, the more stringent requirements shall take precedence.

8. Secure and pay for all permits, fees, inspections, utility connections costs, testing, certifications, licenses or agency approvals. Subcontractor to provide all test reports as required by specifications and drawings.

9. Provide all excavating, trenching and backfilling required for HVAC work.

10. Include all required performance testing and documentation to support obtaining all temporary and final Certificate of Occupancy.

11. Furnish and install all required inserts, block outs, sleeves, supports, hangers, saddles, etc. required for this scope of work.

12. Furnish and install all vibration isolation per the contract documents.

13. Subcontractor to furnish and install all seismic bracing if required by code. Provide shop drawings and details for seismic bracing if required.

14. It is agreed and understood that the Subcontractor shall preset hangers for any areas that receive spray on acoustical treatment.

15. Provide replacement of temporary filters on a bi-weekly basis for a period of two (2) months

16. Include all protection of ductwork and cleaning of ductwork as required for LEED requirements and Contract Documents.

17. All insulation required for the HVAC system is part of this Subcontractors scope.

18. Furnish and install all temporary and permanent filters as required by the contract documents.

19. It is agreed and understood that all damaged ceiling tile and grid due to installation of your scope will be your responsibility to repair or replace. Any costs incurred by the drywall subcontractor for replacement or repair of ceiling components as a result of damage by your forces will be your responsibility.

20. Furnish all access panels and doors as specified or required. Coordinate location and installation of access panels with drywall subcontractor. Subcontractor is responsible for showing location and size of access panels on shop drawings.

21. Subcontractor is responsible for layout of any concrete pads required for HVAC equipment. Installation of pads will be provided by the concrete subcontractor.

22. Provide and install all ductwork, piping and equipment identifications as required by contract drawings and specifications.

23. Furnish and install all required sleeves for this scope of work including all coordination and layout drawings to be used by other subcontractors which are in support of the project schedule.

24. Subcontractor shall coordinate with all other trades to ensure the proper placement of all pipe/duct sleeves in walls and/or floors.

25. Coordinate distribution of HVAC piping/ductwork and equipment locations with all other trades including but not limited to structural, drywall/framing, plumbing and electrical.

26. Seal all penetrations through walls, floors and other fire barriers in accordance with drawings and specifications.

27. Provide all coring, cutting or sleeves required to perform this work. This shall include patching of existing surfaces.

28. Subcontractor shall coordinate HVAC work with electrical contractor with regards to control wiring and power supply wiring for the HVAC system equipment. Subcontractor to also coordinate/layout in-wall equipment with Drywall Subcontractor.

29. Provide coordination with other trades requiring HVAC service connections.

30. Subcontractor is responsible for all test and balance of HVAC systems per drawings and specifications.

31. Subcontractor to provide and install all Direct Digital Controls and Building Automation System per Contract Drawings and Specifications. Start-up and Commissioning of all Controls Systems to be included per Contract Drawings and Specifications.

32. Subcontractor is responsible for providing all owner training and support for commissioning/performance verification of fire protection systems as required per drawings and specifications.

33. Subcontractor acknowledges that the commissioning activities for the project will be phased and require multiple mobilizations for personnel support.

34. Provide all warranties and special warranties as indicated in the contract documents.

35. Protect adjacent remaining construction from damage. Damaged areas will be repaired or replaced to original condition.

36. Subcontractor will be required to keep Field use drawings with all changes updated during the construction process. Subcontractor to make changes to the engineered drawings at the conclusion of their scope to turn over for As-Built Purposes.

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End of Section