

Palmetto Library

1. Invitation to Bid
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 - a. Promise of Non-Discrimination
 - b. Employment Report
 - c. Schedule of Intended Subcontractor Utilization
 - d. Letter of Intent to Perform as Subcontractor
 - e. Declaration Regarding Subcontractor Practices
 - f. Joint Venture Disclosure Affidavit
 - g. Subcontractor Utilization Report
 - h. Georgia Security & Immigration Subcontractor Affidavit and Agreement (E-Verify)

Andrew Connell

From: NewSouthConst@cloudprojectnotifications.com
Sent: Tuesday, July 02, 2013 2:10 PM
To: Andrew Connell
Subject: Invitation to Bid - Main Bid Packages

INVITATION TO BID

from New South Construction

Andrew Connell - New South Construction,

You have been invited to bid on: **Main Bid Packages**

Project Name: [New Palmetto Library](#)
Project Address: [9111 Palmetto Cascade Highway, Palmetto, GA 30268](#)
Project Description: [Palmetto Library New Library for the town of Palmetto Approx. 11,000 SF structural steel framed building with site improvements. 12 month construction schedule](#)
Bid Due Date: [7/25/2013 2:00:00 PM Eastern Standard Time](#)
Project Start Date: [9/9/2013](#)
Project Contact: [Andrew Connell](#)
[Phone: 404-443-4000 -- Fax: \(404\) 443-4100](#)
GC Contact Info: [New South Construction](#)
[1132 West Peachtree Street](#)
[Atlanta, GA 30309](#)

Response

Click on one of the links to the right to respond to this ITB. Your response will let us know if you intend to bid or not.

[Yes, I want to bid](#)

[No, I do NOT want to bid](#)

[Click here to log into our Plan Room](#)

Login Credentials

Your username is: aconnell@newsouthconstruction.com
Your Password is: **(Enter your existing password)**

Forgot your password?

Follow the link below and then click the Forgot Password button on the Login Page.
[Click here to have your password emailed to you](#)

Please feel free to contact Andrew Connell with any questions.



Building Value...Building Trust Since 1990



atlanta-fulton public library system



Palmetto Library



HOUSER WALKER ARCHITECTURE

date *time*
June 6, 2013 **1:30pm-3:30pm**

Palmetto Community Center
595 Main Street
Palmetto, GA 30268

New South Construction is seeking proposals from qualified subcontractors for construction of the new Palmetto Library

Outreach for **LOCAL** Participation
Community Meeting



Building Value...Building Trust *Since 1990*



Palmetto Library

Pre-Bid Conference



HOUSER WALKER ARCHITECTURE

date *time*
July 16, 2013 **2:00pm-3:00pm**

New South Construction Company
1132 West Peachtree Street
Atlanta, GA 30309

New South Construction is seeking proposals from qualified subcontractors for construction of the new Palmetto Library

Pre-Bid Conference for interested Subcontractors.

www.fultoncountyga.gov/fcpcd-home



Palmetto Branch – A-FPLS

SUBCONTRACTOR BID PACKAGES PROCESS

Packages noted below must submit their bids to:

Fulton County

James Jones

james.jones@fultoncountyga.gov

AND

New South Construction

Andrew Connell

aconnell@newsouthconstruction.com

DUE 7/25/2013 @ 2:00pm

- Sitework

- Concrete

- Structural Steel

- Exterior Siding

- Glass and Glazing

- Fire Protection

- Plumbing

- HVAC

- Electrical

PROJECT: Palmetto Branch Library - A-FPLS - GMP
SCOPE OF WORK: Sitework & Utilities

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.com & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Comply with all local, state, federal, and OSHA regulations.			
10	Hoisting, lifts and scaffolding as required for your scope of work.			
11	Include all taxes in your pricing			
12	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
13	Subcontractor is to provide on-site supervision by a competent employee while the scope of work described below is occurring.			
14	Project is intended to reach LEED Silver Certification, price project accordingly.			
15	Include all necessary permits and inspections required to complete your scope of work.			
16	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Subcontractor shall be responsible for the following scope of work including, but not limited to the following:			
2	Verify existing topographic data, locations of existing utilities, and all other site conditions prior to commencement of work.			
3	Provide layout for this scope of work, include but not limited to - extents of erosion control, rough grading, building pad, pavement, curb & gutter, detention pond, and utilities.			
4	Provide as-builts per the drawings and specifications			
	Provide hydrology study for both pre- and post-developed conditions. Sheet C007D			
5	Erosion Control:			
6	Provide, Install and Maintain silt fencing			
7	Storm Drain Curb Inlet Sediment Trap is indicated in specifications			
8	Construction entrance/exit traffic-bearing aggregate surface 20'X50' minimum			
9	Maintenance of construction entrance/exit while on site.			
10	Provide and maintain all other erosion control assemblies as required by all municipal authorities and as required by LEED requirements.			
11	Remove all erosion control assemblies as directed.			
12	Provide and install storm drain outlet protection-9" stone (granite) as indicated in specs and drawings.			
13	Clean out temporary sediment control structures that are to remain as permanent measures.			
14	Provide, Install, and Maintain Tree save fencing.			
15	Remove tree save fencing as directed.			
16	Clearing and Grubbing:			
17	Provide total site demolition and disposal as shown on documents and described in specifications.			
18	Remove trees, shrubs, brush, and stumps in areas to be covered by building structure, paving, lawns, and planting beds.			
19	Tree removal as shown in drawings.			
20	Hardwood trees and roots must be removed from site according to the city of Palmetto requirements. Sheet C003			

PROJECT: Palmetto Branch Library - A-FPLS - GMP
SCOPE OF WORK: Sitework & Utilities

Subcontractor:

21	Remove all dead trees, limbs, and dry brush on entire site.			
22	Leave site free of debris, junk, spillage, and trash.			
23	Grading:			
24	Rough grading of project site per plans & specs, including import or export of soil needed to reach subgrade/finish elevation.			
25	Finish grading of project site per plans and specs			
26	Grading for decel lane including temporary traffic control signage.			
27	Strip and stockpile topsoil and subsoil, respread in accordance with contract documents.			
28	Fine grade site as required as well as compact areas as specified. Proof Roll all areas as directed by geotechnical or testing engineer.			
29	Excavating for building to subgrade, paving, site structures, and utilities outside building footprints per specs and drawings.			
30	Locate, identify, and protect utilities that remain and protect from damage.			
31	Backfill building foundation walls, building pad areas, sidewalks, and curbs, compact as required.			
32	Backfilling and compacting for utilities outside the building to utility main connections per specifications.			
33	Use general fill unless otherwise specified or indicated.			
34	Excavate, grade, and stabilize for new detention pond.			
35	Sanitary Sewer:			
36	Provide and install indicated Sanitary Sewer piping, fittings, accessories, etc. from the building to the existing Sanitary Line to the west of the building pad as indicated in specifications and drawings. Make all necessary tie-ins. DIP as shown.			
37	Provide products that comply with City of Palmetto requirements.			
38	Pipe Bedding and Cover Material as specified.			
39	Perform work in accordance with City of Palmetto requirements.			
40	Protect pipe and bedding cover from damage or displacement until backfilling operation is complete.			
41	Clean outs as indicated on lateral profile.			
42	Storm Drainage:			
43	Provide and install complete storm drainage piping, fittings, and accessories per specs and drawings, including, but not limited to:			
44	All storm structures and tie-ins required.			
45	Storm drain piping coragated metal piping (not under pavement) and precast concrete pipe.			
46	Tie-In of piping and catch basin as shown.			
47	Headwall and stone as detailed.			
48	Provide and install all indicated area drains and required ancillary piping.			
49	Provide and install outlet control structure for detention pond per specifications and drawings.			
50	Tie-in roof drains to Storm Drainage system outside of building footprint			
51	Clean outs as indicated in spec and drawings.			
52	Water and Fire:			
53	Provide and install pipe and fittings for site water lines including domestic water lines and fire water lines per specs and plans.			
54	Provide and install fire hydrants and domestic water hydrants.			
55	FDC at Fireline			
56	Fire line pipe - Ductile Iron Pipe			
57	Joints rubber gasket with rods.			
58	Domestic water pipe -CPVC			
59	Provide and install water vault per specifications and drawings.			
60	Jack and Bore under roadway with indicated steel casing			
61	Provide and install specified waterline from existing main to the water main vault			
62	Provide all necessary labor, permits, equipment and materials for wet tap to existing water line as well as water meter, vault and fully operational water line.			
63	Provide and install fire line with Back Flow Preventer to 1' above finish floor as indicated on drawings.			
64	Provide and install domestic water line within 5' of the building.			
65	Provide and install Double-Detector Check per the drawings and specifications			

PROJECT: Palmetto Branch Library - A-FPLS - GMP
SCOPE OF WORK: Sitework & Utilities

Subcontractor:

66	Install fire hydrant, hydrant extensions, etc. for complete fire water system in accordance with the specifications and approval of the Fire Marshall			
67	Track Wire/Trace Wire per specs for all required utility lines within this scope of work			
68	Disinfecting of water lines as specified.			

C	Safety Program			
1	Maintain and report monthly hours worked onsite for subcontractor and lower tier subcontractors.			
2	Submit daily pretask safety planning.			
3	All employees onsite to attend site specific orientation prior to starting work onsite.			
4	100% fall protection for all persons at a height of 6' or more.			
5	Provide translator for non-English speaking employees.			
6	Provide Experience Modification Rate (EMR) for your company and any subcontractors that you are using. If EMR is higher than 1.0, please include an explanation for the elevated rate.			

D	LEED Related Requirements			
1	Review and acceptance of responsibilities of LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

E	PRICING BREAKDOWN	Cost (\$)
1	Clearing and Grubbing	\$
2	Rough Grading	\$
3	Import/Export	\$
4	Erosion Control	\$
5	Storm	\$
6	Water/Fire	\$
7	Sewer	\$
8	Total Base Bid	\$

F	QUANTITIES	
1	Import	
2	Export	
3	Topsoil - If additional needed.	

G	SCHEDULE	
1	Mobilize/Erosion Control/Clearing	
2	Grading	
3	Building Structure/Pad	

H	SUBCONTRACT AGREEMENT	
1	Review and acceptance of subcontract agreement.	



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP
SCOPE OF WORK: Sitework & Utilities

Subcontractor:

I	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1	N/A	\$
2	N/A	
3	N/A	
4	N/A	\$

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: CONCRETE

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Comply with all local, state, federal, and OSHA regulations.			
10	Hoisting and scaffolding as required for your scope of work.			
11	Include all taxes in your pricing			
12	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
13	Project is intended to reach LEED Silver Certification, price project accordingly.			
14	Include all necessary permits and inspections required to complete your scope of work.			
15	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Subcontractor shall be responsible for the following scope of work including, but not limited to the following:			
2	Specifications applicable to this scope of work include: 031000 - Concrete Forming and Accessories, 032000 - Concrete Reinforcing, 033000 - Cast-In-Place Concrete, and 033511 - Concrete Floor Finishes			
3	Provide all supervision, labor, equipment, materials, taxes for complete concrete scope of work.			
4	Site Concrete			
5	Excavation and minor backfill for all site concrete work			
6	Transformer pad/Trash pad			
7	Sidewalk and Walk ramps including detectable warning as specified.			
8	Concrete entrance paving and ramp. Score lines to be centered on posts.			
9	Concrete paving to be installed per detail 1/L400.			
10	Low Seat wall at exterior entry garden per detail 10/L400 including sandblast finish.			
11	Column Foundation at Fence Enclosure at transformer pad			
12	Building Concrete			
13	Excavation and backfill for all building concrete.			
14	Column Footings			
15	Column Pilasters and Piers			
16	Grade Beams			
17	Continuous Footings			
18	Stepped Footings coordinated with utilities			
19	Concrete Foundation walls			
20	Concrete walls coordinated with access flooring			
21	Setting of all anchor bolts			
22	Turned-down and thickened slabs			
23	Slab on grade including reinforcing, vapor barrier, and compacted granular sub-base.			
24	Depressed slabs coordinated with Architectural plans			
23	Entry Sign Footing/Foundation			
24	Column Pour Backs			
25	Installation of contraction and control joints as specified.			
26	Equipment pads			
27	Required concrete strength for each application			
28	Reinforcing Steel			
29	Welded Wire Fabric			
30	Placing, tying and handling of all re-steel.			
31	Waterstops			
32	Installation of embed plates (supplied by steel contractor)			
33	Grouting of Base Plates			
34	Installation of steel bollards			
35	All required formwork including any temporary bracing of poured in place walls.			
36	Block out for cast-in-place floor box as indicated on plans. (1 in room 110)			
36	Continuous Cleanup			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: CONCRETE

Subcontractor:

C	LEED Related Requirements			
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D	Safety Program			
1	Maintain and report monthly hours worked onsite for subcontractor and lower tier subcontractors.			
2	Submit daily pretask safety planning.			
3	All employees onsite to attend site specific orientation prior to starting work onsite.			
4	100% fall protection for all persons at a height of 6' or more.			
5	Provide translator for non-English speaking employees.			
6	Provide Experience Modification Rate (EMR) for your company and any subcontractors that you are using. If EMR is higher than 1.0, please include an explanation for the elevated rate.			

E	PRICING BREAKDOWN	Cost (\$)
1	Site Concrete (in CY)	\$
2	Building Foundation Concrete (In CY)	\$
3	Building Slabs (In CY)	\$
	Total	\$

F	ADDENDUM	Reviewed / Included
1		
2		
3		

G	QUANTITIES	Unit
1		
2		
3		

H	UNIT PRICES	Cost (\$) / Unit
1		
2		
3		

I	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1		
2		
3		

J	SCHEDULE	Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Steel

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Comply with all local, state, federal, and OSHA regulations.			
10	Hoisting and scaffolding as required for your scope of work.			
11	Include all taxes in your pricing			
12	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
13	Project is intended to reach LEED Silver Certification, price project accordingly.			
14	Include all necessary permits and inspections required to complete your scope of work.			
15	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Subcontractor shall be responsible for the following scope of work including, but not limited to the following:			
2	Specifications applicable to this scope of work include: 05 1200 - Structural Steel Framing, 051213 - Architecturally Exposed Structural Steel, 053100 - Steel Decking, 055000 - Metal Fabrications, and 057300 - Decorative Railings.			
3	Subcontractor shall provide all supervision, labor, material, and equipment to provide a complete installation of the structural steel package and all related accessories per the plans and specifications.			
4	All equipment for lifting and placing of steel is included.			
5	Steel fabricator shall be AISC certified or provide verification of independent testing as specified.			
6	Provide all hardware, bolts, connectos, and anchors per the drawings and specifications.			
7	All structural steel exposed to weather shall be hot-dipped galvanized (uno).			
8	All structural steel to be shop primed.			
9	All structural steel exposed to view to be shop painted.			
10	Braced Frames			
11	Columns			
12	Base plates			
13	Girders			
14	Beams			
15	metal decking (Galvanized roof decking) Supply and Install			
16	Welding of all moment connections shown			
17	Vestibule Framing			
18	Steel framing at bench per structural 6&7/S303.			
19	Opening frames per structural coordinated with MEP Plans			
20	Canopy Framing as detailed.			
21	Supply of bollards at transformer enclosure.			
22	Corten steel planters material as shown on sheet L400.			
23	Steel tube support at restroom vanity (N4/A300)			
24	Steel deck, Steel tubes, steel angle, embed plate, etc. at details at window seat walls (A305)			
25	Edge Angles and channels as shown on canopy edge detail (E7/A503) & (K7/A503)			
26	Steel framing at metal edge details (A504)			
27	Tube Steel and Metal Angle at perimeter of Study room ceiling (E1/A505)			
28	Overhead Toilet Partition support steel (K4/A505)			
29	Transformer pad columns (HSS 5x5) (A510)			
30	Sign frame steel (A510)			
31	Architecturally exposed steel at Covered exterior space 112.			
32	Safety Railing system as sepcified at roof areas indicated.			
33	One competent foreman to be point person for New South Supervision to coordinate with daily. This person is to be on site all day every day. Foreman to be able to communicate in English and same language as workers. Foreman must attend weekly foreman's meetings and be able to make commitments on company's behalf.			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Steel

Subcontractor:

C	LEED Related Requirements			
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D	PRICING BREAKDOWN	Cost (\$)
1	Metal Decking	\$
2	Structural Steel	\$
3	Misc. Metals	\$
	Total Base Bid	\$

E	ADDENDUM	Reviewed / Included
1		
2		
3		

F	QUANTITIES	Unit
1		
2		
3		

G	UNIT PRICES	Cost (\$) / Unit
1		
2		
3		

H	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1		
2		
3		
4		
5		

I	SCHEDULE	Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Exterior Siding

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Comply with all local, state, federal, and OSHA regulations.			
10	Hoisting and scaffolding as required for your scope of work.			
11	Include all taxes in your pricing			
12	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
13	Project is intended to reach LEED Silver Certification, price project accordingly.			
14	Include all necessary permits and inspections required to complete your scope of work.			
15	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Subcontractor shall be responsible for the following scope of work including, but not limited to the following:			
2	Specifications applicable to this scope of work include: 07 4623 - Wood Siding, and 07 4646 - Composite Siding.			
3	Subcontractor shall provide all supervision, labor, material, and equipment to provide a complete installation of the exterior wood and composite siding package.			
4	Board siding at Canopy - (Flat Plain Sawn Cypress, clear select grade.)			
5	Batten Strips as specified and required for complete installation			
6	Flashing as indicated within this spec section			
7	Composite Siding			
8	Wood-Fiber Composite Board Siding - Geolam siding as specified			
9	Panel Siding - Parklex, Prodema, or Fundermax			
10	Soffit Panels - Certain Teed, Hardie, or Nichiha.			
11	Colors as scheled in specifications			
12	Attachment accessories - vertical edge trim/dividers			
13	Decorative Battens - Aluminum "U Channels"			
14	Vertical Mountain Perlins - 2x2 nominal wood battens.			
15	Specified attachment hardware			
16	One competent foreman to be point person for New South Supervision to coordinate with daily. This person is to be on site all day every day. Foreman to be able to communicate in English and same language as workers. Foreman must attend weekly foreman's meetings and be able to make commitments on company's behalf.			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Exterior Siding

Subcontractor:

C Safety Program				
1	Maintain and report monthly hours worked onsite for subcontractor and lower tier subcontractors.			
2	Submit daily pretask safety planning.			
3	All employees onsite to attend site specific orientation prior to starting work onsite.			
4	100% fall protection for all persons at a height of 6' or more.			
5	Provide translator for non-English speaking employees.			
6	Provide Experience Modification Rate (EMR) for your company and any subcontractors that you are using. If EMR is higher than 1.0, please include an explanation for the elevated rate.			
D PRICING BREAKDOWN				Cost (\$)
1	Wood Siding			
2	Composite Siding			
3				\$

E ADDENDUM		Reviewed / Included
1		
2		
3		

F QUANTITIES		Unit
1		
2		
3		

G UNIT PRICES		Cost (\$) / Unit
1		
2		
3		

H PROJECT ALTERNATES (If Applicable)		Add or (Deduct)
1		
2		
3		
4		
5		

I SCHEDULE		Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Glass and Glazing

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Comply with all local, state, federal, and OSHA regulations.			
10	Hoisting and scaffolding as required for your scope of work.			
11	Include all taxes in your pricing			
12	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
13	Project is intended to reach LEED Silver Certification, price project accordingly.			
14	Include all necessary permits and inspections required to complete your scope of work.			
15	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Subcontractor shall be responsible for the following scope of work including, but not limited to the following:			
2	Specifications applicable to this scope of work include: 084313 - Aluminum-Framed Storefronts, 08800 - Glazing			
3	Subcontractor shall provide all supervision, labor, material, and equipment to provide a complete installation of storefront, glass, and glazing system as indicated within the contract documents.			
4	Storefront			
5	Provide storefront by specified manufacturers.			
6	Provide specified warranty - 5 years for corrective work, glass seal, and exterior finish.			
7	4-1/2" Vertical Mullion Dimensions			
8	Class I natural anodized.			
9	Storefront Doors as specified			
10	Anodized Finish as specified.			
11	Water Leakage testing.			
12	Glass			
13	Specified Warranties			
14	Insulating Glass Units			
15	Single Vision Glass Units			
16	Single Safety Glass			
17	Decorative Glazing			
18	Privacy Film if Required.			
19	Specified Installation Methods.			
20	Glass Install per Schedule 088000-3.08.			
21	Other			
22	Align exterior storefront window with face of interior partition wall (Note 2 Exterior Plans)			
23	Align center of mullion with center of vertical siding trim.			
24	Butt-Jointed Glass at Study Rooms.			
25	Decorative Laminated Glass at Media Millwork (A306)			
26	Aluminum Angle Supports at Horizontal Sunshades (L1/A500)			
27	Vertical Bent Aluminum Plate at storefront (L10/A500)			
28	End dam and weeps at storefronts as detailed.			
29	Glass and special aluminum pull at door detailed A1/A505			
30	Glazing at all doors and frames as indicated (A020)			
31	One competent foreman to be point person for New South Supervision to coordinate with daily. This person is to be on site all day every day. Foreman to be able to communicate in English and same language as workers. Foreman must attend weekly foreman's meetings and be able to make commitments on company's behalf.			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Glass and Glazing

Subcontractor:

C	LEED Related Requirements			
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D	PRICING BREAKDOWN	Cost (\$)
1	Exterior Storefront	\$
2	Interior Storefront	\$
3	Misc. Glass	\$
	Total Base Bid	\$

E	ADDENDUM	Reviewed / Included
1		
2		
3		

F	QUANTITIES	Unit
1		
2		
3		

G	UNIT PRICES	Cost (\$) / Unit
1		
2		
3		

H	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1	Stile and Rail Wood Doors Specification Section 08 1433	
2	Aluminum Door Hardware	
3	Project Alternate 3 - Add in exterior storefront window at room 140 as indicated on sheet A205. Louver to remain as indicated. Window to be detailed as per typical upper windows at Room 120 and 130.	
4		
5		

I	SCHEDULE	Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Fire Protection

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Hoisting and scaffolding as required for your scope of work.			
10	Include all taxes in your pricing			
11	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
12	Project is intended to reach LEED Silver Certification, price project accordingly.			
13	Include all necessary permits and inspections required to complete your scope of work.			
14	Submittals, Shop Drawings, As-Builts, Record Drawings, O&M Manuals, and warranties per contract documents			
B TRADE SPECIFIC SCOPE				
1	Furnish and install a complete fire protection system per contract documents dated 06/14/2013 and per all county, state and NFPA requirements.			
2	Design & Shop Drawings.			
3	Provide schedule 40 black pipe as specified.			
4	Provide sprinkler heads and accessories as listed to include all product of the same manufacturer.			
5	Provide sprinkler guards on all sprinklers located lower than 7'-0" above the floor if applicable.			
6	Provide auxiliary drypipe system including, but not limited to; schedule 40 hot dipped galvanized piping, control valve, air compressor and dry pipe heads at areas subject to freezing including: Exterior covered areas. Entry Canopy.			
7	Provide self contained Pre-Action Unit as indicated.			
8	Provide noted sprinklers in skylight recesses as noted.			
9	Fire protection to begin 1 above finished floor.			
10	All heads to be centered in ceiling tiles where applicable.			
11	Zones, isolation valves and control cabinets as required per the contract documents.			
12	Labeling of piping per the contract documents.			
13	Hangers, anchors and supports for all sprinkler piping.			
14	Blocking, coring, cutting, sleeving, and patching to maintain ratings at wall and/or floor penetrations.			
15	Coordination with other trades for above ceiling work.			
16	Access panels as required for your work.			
17	Firestopping as required.			
18	Conformance with commissioning requirements including but not limited to meeting attendance, coordination, reply/respond to project logs, submittals, documentation, training, prefunction checklists, and start-up.			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Fire Protection

Subcontractor:

C	LEED Related Requirements			
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D	PRICING BREAKDOWN	Cost (\$)
1		\$
2		\$
3		\$
	Total Base Bid	\$

E	ADDENDUM	Reviewed / Included
1		
2		
3		

F	QUANTITIES	Unit
1		
2		
3		

G	UNIT PRICES	Cost (\$) / Unit
1		
2		
3		

H	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1		
2		
3		
4		
5		

I	SCHEDULE	Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Plumbing

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Hoisting and scaffolding as required for your scope of work.			
10	Include all taxes in your pricing			
11	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
12	Project is intended to reach LEED Silver Certification, price project accordingly.			
13	Include all necessary permits and inspections required to complete your scope of work.			
14	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Furnish and install a complete plumbing scope in accordance with plans and specifications dated 6/14/13.			
2	Furnish and install all fixtures, water heaters, PRV, valves, backflow preventer, above and below grade piping, and accessories for a complete plumbing system per the contract documents.			
3	Furnish and install all cleanouts, floor drains, deck drains, roof drains, water hammer arrestors, wall hydrants, trap primers, refrigerator valve box, hose bibbs, and other accessories required for a complete plumbing installation.			
4	Provide fixtures as indicated on the fixture schedule and as specified.			
5	Provide tankless electric water heaters as indicated.			
6	Provide pressure reducing station and all accessories as indicated.			
7	Provide domestic water piping and accessories as indicated including but not limited to: Type L hard copper above grade. Type K hard copper below grade.			
8	Provide soil, waste, vent and roof drain systems as specified including but not limited to: Cast iron hub and spigot below grade. Cast iron hubless above grade.			
9	Provide insulation of piping per the contract documents including but not limited to: Hot and cold water piping throughout the project. Horizontal roof drain piping. Horizontal waste piping receiving condensate from HVAC equipment.			
10	Censored water closets, urinals and faucets by same manufacturer as specified.			
11	Coffee and ice maker connections at meeting room 110.			
12	Cold water supply to non-freeze wall hydrant on exterior wall 18" above roof. Connect cold water to hydrant (Note 4 Sheet P102)			
13	Roof Drain piping and connections at roof as indicated.			
10	Plumbing service to begin 5 feet outside of building.			
11	Provide final connections to all fixtures and equipment including equipment provided under other divisions.			
12	Provide blocking, coring, cutting, sleeving, and patching to maintain ratings at wall and/or floor penetrations.			
13	Provide hangers, anchors stands, racks and supports for all fixtures and equipment.			
14	Provide seismic restraints and vibration isolation as required.			
15	Provide access panels required for access to concealed valves, water hammer arrestors, trap primers, and cleanouts.			
16	Firestopping as required.			
17	Coordination with other trades for above ceiling work including three-dimensional shop drawings.			
18	Pressure test and sterilization of system as indicated.			
19	Conformance with commissioning requirements including but not limited to meeting attendance, coordination, reply/respond to project logs, submittals, documentation, training, prefunction checklists, and start-up.			



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Plumbing

Subcontractor:

C LEED Related Requirements				
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D PRICING BREAKDOWN		Cost (\$)
1		\$
2		\$
3		\$
Total Base Bid		\$

E ADDENDUM		Reviewed / Included
1		
2		
3		

F QUANTITIES		Unit
1		
2		
3		

G UNIT PRICES		Cost (\$) / Unit
1		
2		
3		

H PROJECT ALTERNATES (If Applicable)		Add or (Deduct)
1	Deductive alternate to provide underslab PVC in lieu of cast iron.	
2		
3		
4		
5		

I SCHEDULE		Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: HVAC

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Hoisting and scaffolding as required for your scope of work.			
10	Include all taxes in your pricing			
11	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
12	Project is intended to reach LEED Silver Certification, price project accordingly.			
13	Include all necessary permits and inspections required to complete your scope of work.			
14	Submittals, Shop Drawings, As-Built, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Furnish and install a complete HVAC scope in accordance with plans and specifications dated 6/14/2013.			
2	Furnish and install all equipment and accessories for a complete HVAC system including but not limited to; electric heaters, electric duct heaters, fans, under floor distribution, ductless split systems, split system heat pumps, air handling units, ductwork, grilles, registers, diffusers and louvers.			
3	Provide fire and smoke dampers as required.			
4	Provide insulation of piping per the contract documents.			
5	Provide finish jackets on all piping, ductwork and equipment schedule to be insulated.			
6	Provide copper refrigerant piping, accessories and condensate drains.			
7	Provide a complete linear electric floor heaters beneath the access flooring including but not limited too: linear bar face, plenum, electric finned strip heater, modulating damper, internal baffling element, variable primary air inlet, round floor diffusers and controls.			
8	Provide supply and return air highway with elastomeric liner at slab within as indicated.			
9	Coordination with installation of access flooring with this scope of work.			
10	Provide ductwork, liners, and dampers as indicated. Snaplock type ductwork is not permitted.			
11	Provide and install DDC BAS controls system as indicated in the contract documents.			
12	Testing, adjusting and balancing per contract documents.			
13	Installation of indicated condensate piping to drain as indicated.			
14	Provide and install all louvers as noted on mechanical and architectural plans.			
15	Provide and install indicated equipment rails for units indicated on roof.			
16	Provide equipment supports and rails for air handler unit as indicated on M201.			
17	Sealing of all mechanical roof penetrations.			
18	Provide access panels required for access to HVAC scope of work.			
19	Firestopping as required.			
20	Hangers, anchors, stands, racks and supports for all fixtures and equipment.			
21	Seismic restraints and vibration isolation per the contract documents.			
22	Blocking, coring, cutting, sleeving, and patching to maintain ratings at wall and/or floor penetrations.			
23	Coordination with other trades for above ceiling work including three-dimensional shop drawings.			
24	Provide temporary dust protection and filtration media as required.			
25	Conformance with commissioning requirements including but not limited to meeting attendance, coordination, reply/respond to project logs, submittals, documentation, training, prefunction checklists, and start-up.			

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: HVAC

Subcontractor:

C	LEED Related Requirements			
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D	PRICING BREAKDOWN	Cost (\$)
1		\$
2		\$
3		\$
	Total Base Bid	\$

E	ADDENDUM	Reviewed / Included
1		
2		
3		

F	QUANTITIES	Unit
1		
2		
3		

G	UNIT PRICES	Cost (\$) / Unit
1		
2		
3		

H	PROJECT ALTERNATES (If Applicable)	Add or (Deduct)
1		
2		
3		
4		
5		

I	SCHEDULE	Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Electric

Subcontractor:

A	GENERAL PROJECT SCOPE	INCLUDED		REMARKS
		YES	NO	
1	Complete compliance with Construction Drawings & Specifications by Houser Walker dated 06/14/2013. Review all plans and specifications related to your scope of work.			
2	Compliance with Owner and Construction Manager minimum insurance requirements.			
3	Acceptance of addenda TBD			
4	Minority Classification (MBE, WBE, DBE, other), please specify if applicable.			
5	Bids requested by 2pm, Thursday July 25, 2013			
6	Bids to be submitted via email to Fulton County, GA - james.jones@fultoncountyga.gov & New South Construction - aconnell@newsouthconstruction.com			
7	This project is anticipated to start September 2013 and be complete by Summer 2014			
8	Please complete this scope checklist and return along with your company's standard bid proposal letter/form.			
9	Hoisting and scaffolding as required for your scope of work.			
10	Include all taxes in your pricing			
11	Daily clean up by subcontractor. Sort and dispose of trash in dumpsters provided by GC.			
12	Project is intended to reach LEED Silver Certification, price project accordingly.			
13	Include all necessary permits and inspections required to complete your scope of work.			
14	Submittals, Shop Drawings, As-Builts, O&M Manuals, and warranties per contract documents			

B	TRADE SPECIFIC SCOPE			
1	Provide all labor, tools, and materials as required for a complete Electrical scope of work in accordance with plans and specifications dated 6/14/2013.			
2	Concrete encased ductbank.			
3	Provide lighting and occupancy sensors per the schedules.			
4	Grounding as indicated on 1/E100.			
5	Provide demand meter and pedestal as indicated on 1/E100.			
6	Provide two 4" Telecommunications conduit per note 2 on E200.			
7	Provide all necessary materials for lighting at exterior sign (Note 4 E200)			
8	Provide conduit, pull strings, and light pole bases for exterior lighting per notes 5 & 6 on E200.			
9	Provide pedestrian lights and pole base noted as S3 on E200.			
10	Provide pole bases as indicated on E600.			
11	Provide electrical service to mechanical equipment as indicated.			
12	Provide final electrical connections for all furniture base feeds.			
13	Provide conduit, pullstrings for future telecom connections as indicated.			
14	Coordination and installation of floor boxes			
15	Coordination with installation of access flooring with this scope of work.			
16	Provide all conduits and cable trays beneath access flooring as indicated.			
17	Provide a complete Fire Alarm System.			
18	Provide raceways and boxes only for A/V, and Voice & Data systems.			
19	Provide and install acoustical sealant when penetrating in-place sound partitions.			
20	Coordination with other trades for above ceiling work including three-dimensional shop drawings.			
21	Conformance with commissioning requirements including but not limited to all required submittals, documentation, training, prefunction checklists, and start-up.			
22	Provide access doors/panels for concealed equipment as needed for these systems.			
23	Shipping, unloading, distributing, storage, and hoisting of materials.			
24	All insurance, permits, and fees as required.			



SCOPE CHECKLIST

PROJECT: Palmetto Branch Library - A-FPLS - GMP

SCOPE OF WORK: Electric

Subcontractor:

C LEED Related Requirements				
1	Review and acceptance of responsibilities of Section 01352 LEED Requirements and LEED Registered Project Checklist. Successful subcontractors responsibilities will include but are not limited to the following:			
2	Provide LEED required submittals.			
3	Provide material cost data required for calculations.			
4	Participation in development of LEED Action Plans as required.			
5	Provide product information, cut sheets, letters, etc. regarding the recycled content of materials manufactured with recycled materials. Provide material cost information for these materials for LEED required calculations by New South Construction. (Does not apply to MEP trades)			
6	Provide product information, cut sheets, letters, etc. regarding materials extracted, processed, and manufactured within 500 miles of the project site. Provide material cost information for these materials for LEED required calculations.			

D PRICING BREAKDOWN		Cost (\$)
1		\$
2		\$
3		\$
Total Base Bid		\$

E ADDENDUM		Reviewed / Included
1		
2		
3		

F QUANTITIES		Unit
1		
2		
3		

G UNIT PRICES		Cost (\$) / Unit
1		
2		
3		

H PROJECT ALTERNATES (If Applicable)		Add or (Deduct)
1		
2		
3		
4		
5		

I SCHEDULE		Duration
1		
2		
3		

This scope checklist is a guideline of items to be included in your proposal. **This list is not intended to be all inclusive.** You are expected to include a complete scope of work in accordance with the Contract Documents and as required for a complete and functional installation of this scope of work.

REQUEST FOR INFORMATION FORM



Palmetto Branch Library

Project Palmetto Branch Library

Date of Review 7/10/2013

NO. **System** **Reviewer Comment** **Resp.** **Response** **Open/Closed**

NO.	System	Reviewer Comment	Resp.	Response	Open/Closed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					



For New South Office Use Only: Received By:	Expires:
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SUBCONTRACTOR QUALIFICATION AND INFORMATION FORM

Company's Full Legal Name: _____
 Please Return Form To: _____

The undersigned hereby certifies and swears that the information contained herein and attached hereto, and all documents and other information provided as requested herein, is true, complete, and correct on and as of the date hereof. If such information is not true, complete, and correct, in addition to all other remedies available to it, New South Construction Company, Inc. or any joint venture or other New South entity may terminate any contract, purchase order, purchase agreement, or other agreement with the undersigned and such termination shall be considered a for cause termination.

Please answer the following questions in the space provide. Should you need additional space, please attach additional pages as necessary and note each answer with the number of the applicable question.

1. What is your legal business name (as registered with the State)? _____
2. How many years have you been in business as a subcontractor? _____
3. Have you operated in or been in business under any other names? _____
4. Federal Tax ID Number (FEIN Number) _____
5. State of incorporation or organization _____
6. States in which you operate _____
7. States in which you are registered to do business with the applicable Secretary of State (or similar governmental body) _____
8. States in which you hold an applicable construction license, for each license include license numbers, type of license, and date obtained _____
9. Sales and use tax registration numbers for each state in which you operate _____
10. Names of company's Officers and Executives (if an LLC, include all Members and any Managers or Managing Members)(if a Partnership, include all partners) _____
11. Names of individuals or entities owning more than 5% of the company _____
12. List each of the categories of work, if any, that the company typically performs with its own forces; if none, so state _____
13. Number of employees _____
14. E-Verify Company Identification Number (5 or 6 digit number, no letters) and date of registration
 Number: _____ Reg. Date: _____
15. Last 3 years' Experience Modification Rate (EMR)
 20 EMR: 20 EMR: 20 EMR: _____
16. List any OSHA violations in the last 5 years _____
17. List any judgments, claims, arbitration proceedings, administrative or agency appeals, board proceedings, or suits threatened, pending or outstanding or in which the company (or any parent, subsidiary, affiliate, or officer) was a named party in the last 5 years (whether initiated by you or another party). _____

18. Has the company ever failed for any reason to complete, in whole or in any part, any work awarded to it; if so, please explain \$ _____
19. List the total value of all work now under contract \$ _____
20. List the total value of all work now actually in progress \$ _____
21. List the total value of all work completed within the past year \$ _____
22. List 5 general contractor references, including name, address, telephone number, and person having the most knowledge of your dealings with their organization over the last 5 years.
1. _____
2. _____
3. _____
4. _____
5. _____
23. List 3 trade references, including name, address, telephone number, and person having the most knowledge of your dealings with their organization over the last 5 years.
1. _____
2. _____
3. _____
24. Name your surety(ies) and bonding agent, including, for each the company name and the name of an officer, manager, or underwriter having knowledge of the company's bonding capacity, performance, and financial history.
25. Has any current or former surety increased, decreased, or placed any limits on the company's bonding capacity or otherwise declined to issue a requested bond? If so, explain.
26. List the dollar amounts of the company's bonding capacity. Overall: \$ _____ Per Project: \$ _____
27. Provide true, complete, and correct copies of the following:
- Most recent fiscal year audited financial statements
 - Insurance certificate reflecting current coverages and available limits
 - While this form remains on file with New South, New South may request updated audited financial statements. Such statements will be true, complete, and correct upon submission.

SIGNED AND SWORN THIS THE _____ DAY OF _____, 20____.

Company's Full Legal Name:

Sworn to and subscribed before me this

_____ day of _____, 20____.

By: _____
(Officer Signature)

Notary Public

(Officer's Printed Name)

Title: _____
(Officer's Title)



SUBCONTRACT

DATE: {CONTRACTS.CONTRACTDATE}

SUBCONTRACT NO.	NO. OF COPIES EACH	SCOPE OF WORK
{CONTRACTS.CONTRACTNUMBER}	2	{CONTRACTS.SCOPEOFWORK}

TO: {TOCONTACT.DISPLAYNAME}
 {COMPANY.NAME}
 {ADDRESSES.ADDRESS1}
 {ADDRESSES.CITY},{ADDRESSES.STATE}
 {ADDRESSES.ZIP}

PROJECT NAME: {PROJECTS.NAME}
 LOCATION: {PROJECTS.ADDRESS}
 PROJECT MANAGER: {PROJECTS.PROJECTMANAGER}
 SUPERINTENDENT: {PROJECTS.SUPERINTENDENT}

PAYMENT AND PERFORMANCE BOND REQUIRED: {(CONTRACTS.UDF_BOND_REQUIRED) "Yes/No"}
 CONTRACT AMOUNT: {CONTRACTS.ORIGVALUE}

- ✓ **Do not mark up your contract** in any way or remove any pages from it without prior discussion and agreement with the Project Manager.
- ✓ **Initial** each page of the Subcontract, including all exhibits and attachments.
- ✓ Each copy of the Subcontract provided to you must be signed by an **officer** of the company, **witnessed**, **notarized**, and **Company seal** affixed.
- ✓ Return **both** copies to our office for full execution.

EXHIBITS:

Exhibit One – General Scope of Work

- Outlines your base subcontract breakdown, unit prices, inclusions and exclusions.

Exhibit “A” – Subcontractor’s Request for Payment Affidavit

- Your requests for payment must be submitted on Exhibit “A” of your subcontract, "Subcontractor's Request for Payment Affidavit." Our Exhibit "A" is the only invoice that will be recognized by our accounting department. Exhibit “A” must be signed by an officer of the company and notarized.
- Payment requests must be received in our office no later than the **20TH** of each month. Payment to Subcontractor for any pay requests received after this date will be significantly delayed or postponed to the following pay period.
- Faxed copies of your application for payment will not be processed.
- All applications for payment must separate labor and material cost on the "Schedule of Values" page A-2.

Exhibit “B.1” – Interim Lien Waiver and Release Upon Payment and Exhibit “B.2” – Waiver and Release Upon Final Payment by Subcontractor

- You are required to submit Exhibit“B.1”, “Interim Lien Waiver and Release Upon Payment,” with every Exhibit “A”, “Subcontractor’s Request for Payment Affidavit.”
- You are required to submit Exhibit "B.2", “Waiver and Release Upon Final Payment By Subcontractor” and "Final Affidavit and Waiver of Lien by Subcontractor," upon completion of your scope of work and prior to final payment.
- Exhibits “B.1” and “B.2” must be signed by an officer of the company and notarized.

Exhibit “C” – Certificate of Insurance

- You are required to provide proof of insurance in at least the amounts specified on Exhibit "C". A Certificate of Insurance naming Contractor as certificate holder, and a Form W-9 must be submitted prior to commencement of work. All payments will be withheld until your insurance certificate and W-9 are on file with our accounting department.

Exhibit “D” – Contractor's Standard Accident Prevention Program for Subcontractors

- You are required to comply with our safety program as outlined in Exhibit "D" of your subcontract.

Exhibit “E” – Contract Drawings and Specifications

Exhibit “F” – Request for Change Order

Exhibit “G” – Change Order Form

Exhibit “H” – Project Schedule

Exhibit “I” – The Georgia Security and Immigration Compliance Act Requirements Subcontractor Affidavit

Exhibit “J” – Bond Forms

Approval
 SPM/PM _____
 APM/PE _____

Subcontractor Initials: _____
 NSC Public Works Subcontract 1/12

NEW SOUTH CONSTRUCTION COMPANY, INC.
 1132 WEST PEACHTREE STREET, ATLANTA, GA 30309
 (404) 443-4000, FAX (404) 443-4100

NEW SOUTH CONSTRUCTION COMPANY, INC.

SUBCONTRACT AGREEMENT NO: {CONTRACTS.CONTRACTNUMBER}

1. AGREEMENT:

1.1. THIS AGREEMENT made under seal, this ({CONTRACTS.CONTRACTDATE} "LONG DATE"), by and between {COMPANY.NAME}, whose principal office is at {ADDRESSES.ADDRESS1}, {ADDRESSES.CITY}, {ADDRESSES.STATE} {ADDRESSES.ZIP} (hereinafter called "Subcontractor"), and NEW SOUTH CONSTRUCTION COMPANY, INC., a Georgia Corporation, whose principal office is at 1132 West Peachtree Street, Atlanta, Georgia 30309 (hereinafter called "Contractor").

1.2. WITNESSETH: That Subcontractor and Contractor, for the consideration hereinafter named, agree as follows:

1.2.1. Subcontractor shall furnish and pay for all materials, labor, services, supplies, scaffolding, equipment, tools appliances, and everything necessary for completion and functional installation of as further described in EXHIBIT ONE, General Scope of Work, a copy of which is attached and made a part of this Subcontract for

{PROJECTS.NAME}

is located at:

{PROJECTS.ADDRESS}

(hereinafter called "Project"), for {LEGALDOCINFO.OWNER}, (hereinafter called "Owner"), in accordance with the Contract between Owner and Contractor dated {LEGALDOCINFO.CONTRACTDATE} (hereinafter called "Owner Contract"), which includes any General Conditions and any Supplemental Conditions, Modifications, Drawings, Specifications, and any other documents referenced therein, some of which have been prepared by {LEGALDOCINFO.ARCHNAME} (hereinafter called "Architect"), all of which are referred to as the "Contract Documents". The Owner Contract, including the Contract Documents, is hereby incorporated into this Subcontract by this reference. Subcontractor hereby acknowledges that a copy of the Owner Contract, including the Contract Documents, has been made available to it. Subcontractor hereby agrees to be bound by all the terms of the Owner Contract, including the Contract Documents, and to assume towards Contractor all of the obligations and the responsibilities that Contractor by those instruments assumes towards Owner. To the extent of any direct conflict between the Owner Contract and this Subcontract, the term or provision that is more onerous or imposes a greater obligation on Subcontractor shall govern to the extent not in conflict with applicable law.

1.3. This Subcontract is subject to the Architect's and Owner's approval of this Subcontract and the Subcontractor.

1.4. All Work performed under this Subcontract shall be completed in conformance with all federal, state, city, county, and local ordinances and authorities; all requirements of federal, state, city, county and local building codes which are applicable to the work; local sanitary laws and rules and regulations; and all orders and interpretations of such ordinances, requirements, laws, rules and regulations are set forth herein, in the Owner Contract, or the Contract Documents thereof. Subcontractor shall furnish without any extra charge any additional materials and labor (1) which may be required to comply with such codes, ordinances, requirements, laws, rules and regulations, and (2) which are not specifically included in this Subcontract or the Contract Documents but are reasonably inferable therefrom and are necessary for the proper completion of this work. Subcontractor hereby represents, warrants and covenants that (x) to the extent that Subcontractor has, has had, or will have independent contractors, such independent contractors are, were, or will be properly classified as independent contractors and were not to, should not be, or shall not be classified as employees of Subcontractor under any applicable law, including any law, rule, or regulation of the Internal Revenue Service ("IRS"), (y) no employee or independent contractor of Subcontractor has ever filed an IRS Form SS-8 with respect to Subcontractor, and (z) Subcontractor has never filed a Form SS-8 with respect to any employee or independent contractor of Subcontractor.

2. NO ASSIGNMENT OR TRANSFER OF CONTRACT RIGHTS:

2.1. Subcontractor shall not let, assign, assign the proceeds, subcontract to others, piecemeal, or otherwise transfer this Subcontract or any part hereof or thereof, or any interest herein or therein, without the written consent of Contractor. The transfer of actual or beneficial ownership or control of Subcontractor without prior written notice to Contractor will result in a default under this Subcontract.

2.2. For the sake of clarity and in no way limiting Contractor's ability to assign this Subcontract in whole or in part as Contractor chooses, Subcontractor hereby agrees and acknowledges that Contractor may assign this Subcontract to Owner at any time and such assignment shall not require the action or approval of Subcontractor. Further, any subcontract, purchase order, or other agreement related to the Project between Subcontractor and any of its subcontractors or suppliers shall be freely assignable to Contractor and Owner.

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3. SUBCONTRACT SUM:

- 3.1. Contractor agrees to pay Subcontractor for the performance of its work the Exclusive sum (hereinafter called "Subcontract Sum"), of (CONTRACTS.ORIGVALUE) "NUMToTEXT" Dollars ((CONTRACTS.ORIGVALUE) "\$###,###,###,##0.00")). Payment to Contractor by Owner for the work performed by Subcontractor shall be an absolute condition precedent to Contractor's obligation to pay Subcontractor. There shall be no obligation whatsoever for Contractor to pay the Subcontractor until the Contractor is paid for the work or materials for which the subcontractor seeks payment. Subcontractor recognizes that this agreement is a "Pay Only If and When Paid" arrangement. No payment to Subcontractor shall operate as an approval of Subcontractor's work or material or any part thereof.
- 3.2. Subcontractor warrants and acknowledges that it has thoroughly reviewed Contract Documents and approved the Subcontract Sum in view of the work to be performed under this Subcontract, and Subcontractor recognizes that Contractor has relied and will act in reliance on the Subcontract Sum in entering into contractual agreements with Owner and other subcontractors. Subcontractor agrees that no modification or termination of the Subcontract shall be made due to any error or omission on the part of Subcontractor with respect to the Subcontract Sum specified herein or the full requirements of the Contract Documents.
- 3.3. The Subcontract Sum shall be modified (increased or decreased) only under those circumstances where the Scope of Work as described in EXHIBIT ONE has changed in accordance with the terms of this Subcontract. The modification shall be added to or subtracted from the original Subcontract Sum and EXHIBIT ONE, General Scope of Work, only in the form of a written Subcontract Change Order. All Subcontract Change Orders issued under this Subcontract shall be subject to all of the terms of this Subcontract and Owner Contract, including the Contract Documents.
- 3.4. Subcontractor warrants and acknowledges that it is responsible for and bears the burden of any risk of increase in the costs of supplies, labor or other costs necessary to complete its work. Subcontractor shall not be entitled to (a) any increase in the Subcontract Sum, (b) damages of any sort, (c) additional compensation or (d) modification or rescission of any duties or obligations arising under this Contract based upon any increases in the aforementioned costs, except to the extent that Contractor is entitled to compensation for such cost increases from the Owner, and then only to the extent of any amounts that Contractor, on behalf of Subcontractor, actually receives from Owner for such cost increases.

4. PAYMENT AGREEMENT:

- 4.1. Contractor agrees to pay Subcontractor on a progress payment basis for the value of labor and materials incorporated by Subcontractor in the Project and of materials on-site and off-site in a manner acceptable of Contractor and Owner, less (Contracts.GeneralRetainPercent) "Percent" retainage on the cumulative cost of the work-to-date, less the aggregate of previous payments. Subcontractor shall make payments promptly of all amounts due and owing to its subcontractors, laborers and materialmen for material and labor used in the performance of said work. Subject to the other conditions of this Subcontract, Contractor agrees to payments of the Subcontract Sum after the following criteria has been met:
 - 4.1.1. Progress Payments:
 - 4.1.1.1. Payment has been received by the Contractor from the Owner (per Section 3.1).
 - 4.1.1.2. Fully executed Subcontract.
 - 4.1.1.3. Current Certificate of Insurance, in the form of Exhibit "C".
 - 4.1.1.4. Executed Payment and Performance Bonds, as required.
 - 4.1.1.5. Receipt from Subcontractor of a fully executed and notarized Subcontractor's Request for Payment Affidavit, in the form of Exhibit "A".
 - 4.1.1.6. Sub-subcontractor lien releases, if required.
 - 4.1.1.7. Supplier lien releases, if required.
 - 4.1.1.8. Execution of all outstanding Change Orders.
 - 4.1.1.9. Sales and Use Tax Certificate of Registration and any other current Sales & Use Tax Form.
 - 4.1.1.10. Other documentation as required by the Contract Documents or reasonably required by the Contractor or Owner.
 - 4.1.2. Final Payment:
 - 4.1.2.1. Provided that Contractor has received final payment from Owner, documentation that may, at Contractor's sole option, be required before Final Payment of the Subcontract Sum to Subcontractor includes the following:
 - 4.1.2.2. Acceptance of Subcontractor's work by Owner, Architect (if applicable) and Contractor.
 - 4.1.2.3. Completion of Owner's, Architect's, and Contractor's punch lists.
 - 4.1.2.4. Completion of all of Subcontractor's Scope of Work and the removal of all jobsite equipment and excess materials not incorporated into the final product.
 - 4.1.2.5. Fully executed Final Change Order.

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- 4.1.2.6. Close-Out documents as required by Contract Documents.
 - 4.1.2.7. Receipt from Subcontractor of an executed Final Affidavit and Waiver of Lien by Subcontractor, in the form of Exhibit "B".
 - 4.1.2.8. Warranty forms as required by Contract Documents.
 - 4.1.2.9. Equipment manuals as required by Contract Documents.
 - 4.1.2.10. As-built drawings as required by Contract Documents.
 - 4.1.2.11. Subcontractor's furnishing to Contractor of such other documentation as Contractor may reasonably require, including documentation to evidence that all labor and materials accounts incurred by Subcontractor in connection with its work have been paid in full, and all sales and use taxes are current and paid in full for any work or materials used on the Project.
 - 4.1.2.12. Subcontractor has provided any insurance requirements surviving the completion of the Subcontractor's Scope of Work.
- 4.2. Subcontractor shall submit to Contractor, within thirty (30) days after the execution of this Subcontract and fifteen (15) days before the first application for payment hereunder is due, a correct breakdown, in a format as specified by Contractor, showing the estimated cost of each part of the work covered by this Subcontract, the total of which shall equal the Subcontract Sum, and such breakdown, when approved by Contractor and Architect or Owner, shall be used as a basis for preparing Contractor's pay request to the Owner, and shall in no way preclude Contractor, Architect or Owner from requiring Subcontractor to submit a revised breakdown if a previously-approved breakdown proves, in the opinion of Contractor or Architect or Owner, to be inaccurate. Subcontractor's invoice, complete with sufficient breakdown data to permit checking and approval, shall be delivered by Subcontractor to Contractor not later than the 20th day of any month during which Subcontractor has performed work or furnished materials to the project, for which Subcontractor requests payment. Only one Subcontractor's Request for Payment Affidavit (Exhibit "A") may be submitted each month by the Subcontractor. Failure to provide an appropriate invoice by the required date will result in no payment received the month following receipt by Contractor of an appropriate invoice.
- 4.3. Subcontractor shall not make or cause to be made any contract for materials or equipment of any kind or nature whatsoever to be used in connection with the Work on a conditional sales or any other basis whereby the title to the equipment or materials does not pass to the Owner upon payment by the Owner for incorporation into the Project, free and clear of any lien, financing arrangement, or other impediment to title. The covenants of this Section 4.3 are separate, distinct and independent covenants and no default by the Contractor under the terms of this Subcontract shall relieve or release Subcontractor of and from the covenants set forth in this Section 4.3.
- 4.4. Subcontractor shall be deemed to waive all rights to submit any claim for any cost not requested in the final Subcontractor's Request for Payment Affidavit, and shall be deemed to waive all rights to submit any claim for any cost for which proper documentation was not retained or does not exist.
- 4.5. The parties expressly acknowledge and agree that the provisions of the Georgia Prompt Payment Act O.C.G.A. §13-11-1 et seq. do not apply to this Subcontract.

5. PAYMENT WITHHELD; REFERENCE TO TERMINATION AND REMEDIES:

- 5.1. Payments due to Subcontractor may be withheld by Contractor on account of the following causes: failure to meet criteria set forth in this Subcontract in making application for payment, unexecuted Subcontract, defective work not remedied, claims filed or reasonable evidence indicating the probability of the filing of claims against the property, bond, Owner and/or Contractor related to the work of the Subcontractor, encumbrances filed or existing against the property arising from the Subcontract or the Subcontractor, failure of Subcontractor to make payments properly to its subcontractors or for material or labor, breach of the Subcontract, or the reasonable belief of Contractor that the work to be performed under this Subcontract that remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing said causes are not removed, if subcontractor at any time shall refuse or neglect to supply adequate and competent supervision or fails to provide properly skilled workmen or proper materials of the proper quality or quantity necessary for the performance of the work hereunder, or fails in any respect to perform the work with promptness and diligence, or fails to perform or to adhere to any agreement on its part herein contained, Contractor shall have the option, after forty-eight (48) hours' written notice to Subcontractor, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Contractor to Subcontractor.
- 5.2. Additionally, at Contractor's request and/or in the event of Subcontractor's failure to make proper payments to its subcontractors and/or suppliers, Subcontractor shall cooperate in good faith to determine the amounts owed to such subcontractors and suppliers, and shall endorse payments made jointly payable to Subcontractor and such subcontractors and/or suppliers in order to satisfy claims. Subcontractor agrees to cooperate fully in the endorsement of any such joint check, and Subcontractor acknowledges that its failure to do so may result in equitable relief, including injunction, and that Subcontractor agrees to pay all reasonable costs of Contractor associated with the pursuit of equitable relief. In the event that Subcontractor does not sign a joint check within five (5) days of issuance, Contractor will exercise the terms of Section 5.3 and Article 20.

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Contractor may provide written notice to Subcontractor that it intends to directly pay any of Subcontractor's suppliers or subcontractors. Such written notice shall include the name of Subcontractor's subcontractor or supplier and the amount that Contractor intends to pay directly to such subcontractor or supplier. If Subcontractor fails to object with reasonable support, as determined in Contractor's sole discretion, within five days of the notice, Subcontractor shall be deemed to have approved of and agreed to the (i) payment as specified in the written notice and (ii) a deductive change order to this Subcontract reflecting such payment.

- 5.3. In addition to the foregoing rights and remedies, Contractor shall have the option to terminate the employment of Subcontractor under this Subcontract per the terms of Article 20 and to utilize all remedies therein without further written notice to Subcontractor and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon and to employ any other person or persons to finish the Work and to provide the materials therefor. In case of such termination of the employment of Subcontractor, Subcontractor shall not be entitled to receive any payment under this Subcontract that might be due, until said work shall be finished and payment in full therefor made by Owner to Contractor; at which time, if the unpaid balance of the amount to be paid by Contractor to Subcontractor is exceeded by Contractor's expenses, overhead and administrative costs related thereto, Subcontractor shall pay the difference to Contractor. Subcontractor's right to payment under this Section 5.3 shall also be subject to those conditions for payment set forth in this Subcontract. If Subcontractor shall at any time prior or subsequent to the execution of this Subcontract, have entered into another contract with Contractor and if there exists any default or threatened default by Subcontractor in its performance of this Subcontract or such other contract, then Contractor shall have the right to withhold any and all the monies due or to become due to Subcontractor under this Subcontract or such other contract.
- 5.4. Contractor shall have the right to withhold, as an extraordinary reserve and/or to use as set off, and without limiting other rights and remedies, an amount under this Subcontract or any other contract between Contractor and Subcontractor reasonably sufficient to remedy a default by the Subcontractor under this Subcontract any other contract, subcontract, purchase contract, purchase order or other agreement between Contractor and Subcontractor on this or any other project.
- 5.5. For purposes of this Article 5, the terms Contractor and Subcontractor, shall include any parents, affiliates, joint ventures, and subsidiaries of Contractor and Subcontractor, including any entity or joint venture in which Contractor or Subcontractor has an ownership interest, regardless of whether such interest is a partnership interest, joint venture interest, stock or shares in a corporation, membership interest in a limited liability company, or other equity interest.

6. SCHEDULE:

- 6.1. At no additional cost to Contractor, Subcontractor agrees to commence the work when directed by Contractor and to perform such work diligently and continuously within the timetable specified by Contractor. Subcontractor acknowledges that other trades are dependent upon such diligent and continuous performance of subcontractor. If Subcontractor does not or cannot adhere to the timetable or sequencing defined in the Project Schedule, Subcontractor shall be obligated at direction of Contractor, to furnish sufficient manpower and equipment and/or work overtime as required to bring Subcontractor's work back into adherence with the Project Schedule. Such recovery efforts shall be at the expense of the Subcontractor and Subcontractor shall not be entitled to an increase in the Subcontract Sum. Furthermore, in the event of one or more lost workdays during a normal workweek due to inclement weather or other uncontrollable circumstances, Subcontractor shall be required to work on Saturday as a make-up day with no increase in the Subcontract Sum.
- 6.2. Time is of the essence of this Subcontract and any breach of same shall go to the essence hereof, and Subcontractor, in agreeing to complete the work within the time herein mentioned, has taken into consideration and made allowances for all normal construction hindrances and delays incident to its work, including, without limitation, (i) the Contract requirements, the location, condition, layout, access to the site, the Work, storage, and the nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues.
- 6.3. Subcontractor acknowledges that the Contractor reserves the right to contact any and all of Subcontractor's suppliers, vendors, and sub-subcontractors to inquire and to assist with the status of any material to be used on the Project. Contractor also reserves the right to inquire about Subcontractor's payments to the suppliers or sub-subcontractors. In no way shall rights reserved by the Contractor hereunder relieve the Subcontractor from the sole responsibility of procuring material in a timely fashion and performing the work in accordance with the project schedule.
- 6.4. If the Owner Contract, including the Contract Documents, provides for liquidated or other damages for delay and such damages are so assessed against Contractor, then Contractor may assess, and Subcontractor shall be liable to Contractor for, the same damages against Subcontractor in proportion to Subcontractor's share of the responsibility for such delay, as reasonably estimated by the Contractor. Subcontractor shall also be liable for all additional

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damages Contractor may incur as a result of Subcontractor's failure to complete Subcontractor's Work or any portion thereof in accordance with the Project Schedule.

- 6.5. See Exhibit H regarding schedule of work ("Project Schedule").
- 6.6. Any "float time" present in the Project Schedule shall belong to the Contractor and Subcontractor shall have No Damages for Delay.
- 6.7. Notwithstanding any provision in the Contract Documents to the contrary, if Subcontractor's performance of this subcontract is delayed, impacted, or interfered with by acts of Owner, Contractor or other subcontractors, Subcontractor may request an extension of the time for the performance of this agreement, within forty-eight (48) hours of the onset of such delay, impact or interference, but shall not be entitled to any increase in the Subcontract Sum or to damages or additional compensation as a consequence of such delays, impacts or interference, except to the extent that Contractor is entitled to compensation for such delays from the Owner, and then only to the extent of any amounts that Contractor, on behalf of subcontractor, actually receives from Owner for such delays.
- 6.8. Written request for extension: No allowance for an extension of time, for any cause whatever, shall be claimed by, or made to, Subcontractor, unless Subcontractor shall have made written request upon Contractor's Project Manager for such extension within forty-eight (48) hours after the cause of such extension occurred, or, if the Owner Contract provides for a shorter period, within sufficient time to permit Contractor to give notice to Owner within the time allowed by the Owner Contract for such notice. Daily Report entries shall not constitute a written request for extension or notice of delay. Any Subcontractor request for additional time and/or compensation shall be in a form reasonably satisfactory to the Owner and/or Contractor and at a minimum shall demonstrate the party and action causing said delay and the specific effect per day of each alleged delay. Upon request, Subcontractor shall provide a schedule outlying all causes and effects for any delay.
- 6.9. When extension not allowed: No allowance of an extension of time shall, in any event, be made to Subcontractor for delay by Subcontractor in preparing drawings or in securing approval by the Architect or Engineer for such drawings when such drawings are not properly prepared or when Subcontractor, by the exercise of reasonable diligence and judgment, could have anticipated and avoided the delay.

7. **JOB COORDINATION:**

- 7.1. Subcontractor acknowledges that the work to be performed under the Subcontract will take place amidst and in the vicinity of work to be performed by other subcontractors, and Subcontractor agrees to coordinate the work, under this Subcontract, with other work being performed on the Project by other trades, so that Contractor shall not be delayed, impeded or inconvenienced by any act or omission of Subcontractor in completion of the Project within the timetable specified in the Owner Contract. Subcontractor understands that the Contractor reserves the right to conduct project meetings, including pre-construction, as needed through the course of the Project, and Subcontractor agrees to attend all such project meetings as directed by the Contractor with individuals authorized to provide reliable information and make commitments with regard to manpower and compliance with the timetable specified by the Contractor.
- 7.2. It is specifically agreed and understood that this Subcontractor shall coordinate all work as necessary with all interrelated trades, as well as other subcontractors involved with this Project, to ensure all items of work included in the Subcontract are completed in accordance with the Contract Documents and the Project schedule.
- 7.3. Prior to commencing any active work, Subcontractor shall inspect all portions of the Project that may be affected by Subcontractor's work to determine whether they are suitable to receive Subcontractor's work. Subcontractor shall notify Contractor in writing of any objections to the condition of the Project, prior to commencement of Subcontractor's work. Subcontractor's commencing work shall constitute acceptance by Subcontractor of all such affected portions of the Project as being suitable and of satisfactory condition to receive Subcontractor's work.
- 7.4. The Subcontractor shall carefully review and give written notice to the Contractor of any errors, inconsistencies or omissions it may discover in the Contract Documents prior to or subsequent to the entry of this Contract. Subcontractor shall be liable for any damages or additional costs incurred as a result of Subcontractor's failure to discover or provide advanced written notice to the Contractor of errors, inconsistencies or omissions in the Contract Documents.

8. **CHANGES IN THE WORK:**

- 8.1. No alterations shall be made in the work as shown or described in the Contract Documents, as modified by applicable codes, ordinances, requirements, laws, rules and regulations as set forth in the Subcontract hereof, except on the prior written authorization of Contractor. Prior to authorization, the Subcontractor shall propose the value of the work or materials to be added or omitted and any extension or deduction from the time of completion necessitated by the

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proposed change in work. Thereafter, Contractor shall review Subcontractor's proposed alteration and, subject to the written approval and acceptance by Contractor which alteration shall be in the sole discretion of the Contractor, the contract amount shall be added to (if Subcontractor has not previously agreed to perform the additional work under the terms of this Subcontract) or deducted from the Subcontract Sum and time of completion. Any such change in the Subcontract Sum may be determined by the Contractor at its sole option in one of the following manners:

- 8.1.1. By mutual agreement of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by Contractor (See Exhibit F Request For Change Order);
- 8.1.2. By unit price stated in this Subcontract or as subsequently mutually agreed upon on a time and material cost basis: In this event, Subcontractor shall submit costs on a daily basis for Contractor's signature, including a detailed breakdown of labor hours and required materials. In the event that daily time and material records are not received by Contractor within 48 hours of performance, Subcontractor's right to any additional sums shall be deemed waived. Contractor may, at its sole discretion and only by written notice, waive Subcontractor's obligation for prompt submission of costs and agree to pay for such time and material;
- 8.1.3. On the basis of the reasonable cost to Subcontractor of such work, as determined by Contractor at its sole discretion. (Subcontractor shall keep and on a daily basis present in such form as Contractor may request an itemized accounting, together with supporting information, of the costs of such work);
- 8.1.4. Or as may be required in the Owner Contract.
- 8.2. In no event shall Subcontractor's overhead and profit exceed markup permitted by the Contract Documents or {CONTRACTS.UDF O AND P}% of the cost of such work (Cost of the Work x {CONTRACTS.UDF O AND P} % = overhead and profit) whichever is less. Subject to the other conditions of this Subcontract, **Subcontractor shall have no claim for the cost of additional work or for an extension of time (including, without limitation, claims for impact damages or for costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Contractor on such written Subcontract Change Order.** Any attempted reservation by Subcontractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Contractor shall be null and void. To the extent consistent herewith, all change orders issued under this Subcontract shall be subject to all terms of this Subcontract and the Owner Contract.
- 8.3. It is the responsibility of the Subcontractor to review revised Contract Documents and respond in writing within five (5) calendar days, unless an earlier time period is required by Contract Documents, after receipt of said documents concerning changes in the scope of work, if any, as well as the corresponding pricing. Failure to respond to revised documents issued to the Subcontractor, in accordance with the conditions set forth herein, will constitute a waiver of any right of Subcontractor to request an adjustment to either the Subcontract Sum or Project schedule.
- 8.4. Deductive Change Orders: Contractor may issue a deductive change order for subcontractors. This may include work not completed, delays to project specifically by the Subcontractor, mutually agreed to scope of work transferred to another subcontractor or completed by Contractor, and deleted work as directed by the Architect or Owner. Contractor will charge a 15% fee to cover overhead and profit for any work that the Subcontractor fails to complete under this agreement.
- 8.5. Contractor shall have the right to accelerate the Subcontractor's time for performance by requiring that Subcontractor add additional manpower or work overtime within reasonable industry standards. In the event that Contractor accelerates the Subcontractor's time for performance and Subcontractor is required to add manpower, Subcontractor shall be permitted a reasonable equitable adjustment to the Subcontract Sum so long as the action or inaction of Subcontractor did not in any way cause, bring about, contribute to, or result in the conditions giving rise to Contractor's exercise of such acceleration right. In the event that Contractor requests Subcontractor to perform overtime work, Subcontractor shall be entitled to an adjustment to the Subcontract Sum equal to the actual premium cost incurred as proven by subcontractors payroll records. Any payments related to adjustments in Subcontract Sum provided for in this Section 8.5 that are caused or brought about by the action or inaction of the Owner shall be subject to all of the terms and conditions of this Subcontract, including Section 3.1. Subcontractor hereby agrees and acknowledges that it shall have no rights or claims under this Section 8.5 to any amounts in excess of amounts received by Contractor as payment for such acceleration less amounts due or payable to Contractor therefor.

9. INSURANCE:

- 9.1. Prior to commencing work, Subcontractor shall provide a Certificate of Insurance to Contractor evidencing the below requirements. A copy of a Certificate of Insurance form is attached as Exhibit "C". The term "Subcontractor" as used herein means and includes Subcontractors of every tier.

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- 9.2. Indemnification: As a part of consideration of the parties to enter into this contract, the receipt and sufficiency of which are hereby acknowledged by Subcontractor, Subcontractor agrees to indemnify and hold Contractor and Owner and their officers, directors, employees, agents, and all other parties as set forth in the Contract Documents wholly harmless from any damages, claims, demands, suits by any person or persons, losses, and expenses (including but not limited to, reasonable attorneys' fees and court costs), arising out of or resulting from the execution of the work provided in this Subcontract, whether performed by Subcontractor, its agents, employees, including liability for any negligence of a party indemnified hereunder, but excluding liability for the sole negligence of any such party. Subcontractor acknowledges that it has obtained and will maintain insurance coverage for the full extent of the contractual liability assumed by the Subcontractor pursuant to this provision. Subcontractor acknowledges that it has obtained and will maintain insurance coverage with an AM Best rated "A-VIII" insurance company or better for the full extent of the contractual liability assumed by the Subcontractor pursuant to this provision. Notwithstanding anything to the contrary, Subcontractor's insurance and/or the insurance requirements pursuant to this Subcontract shall in no way limit Subcontractor's liability under this provision.
- 9.3. General Liability: Subcontractor shall maintain at its own expense such insurance as will protect it from claims under Public Liability, Property Damage, Completed Operations (for a period of one (1) year from the Date of Substantial Completion of the Project, the final payment to Subcontractor or for such longer period as may be required by the Contract Documents, whichever is latest in time). All Certificates of Insurance shall state the following:
- 9.3.1. \$1,000,000 Limit of Liability per occurrence and \$2,000,000 aggregate.
- 9.3.2. Contractor and the Owner as Additional Insured as their interest may appear with no exclusions for completed operations.
- 9.3.3. Per Project Aggregate.
- 9.3.4. Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.3.5. Explosion, Collapse and Underground (XCU) coverage where applicable.
- 9.3.6. Insurance is primary and is not dependent upon Contractor's insurance should Subcontractor fail or neglect to provide the required insurance and proof of all required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by said Contractor for and on account of such insurance.
- 9.4. Automobile Liability: Subcontractor shall maintain at its own expense Comprehensive Automobile Liability Insurance for all owned, hired or non-owned vehicles. All Certificates of Insurance shall state the following:
- 9.4.1 Combined Single Limit for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence.
- 9.4.2 Contractor and the Owner as Additional Insured as their interest may appear.
- 9.4.3 Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.5. Excess (Umbrella) Liability: Subcontractor shall maintain at its own expense an Umbrella policy to apply in excess of the underlying limits for General Liability, Automobile Liability and Employers' Liability. Subcontractor's full policy limits shall apply to this contract and be evidenced on required certificate. Policy limits less than \$2,000,000 will not be accepted. All Certificates of Insurance shall state the following:
- 9.5.1 Contractor and the Owner as Additional Insured as their interest may appear.
- 9.5.2 Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.6. Worker's Compensation and Employers' Liability: Subcontractor shall maintain at its own expense such insurance as will protect it from claims under the Worker's Compensation Law of the state in which the work is being performed. Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by said Contractor for and on account of such insurance. The policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.7. Builder's Risk: Builders' Risk insurance may be provided by the Owner or Contractor covering all materials, equipment, machinery and supplies of the insured, or for which the insured shall be liable or shall have assumed liability that becomes a permanent part of the structure or project. It is the responsibility of each Subcontractor to furnish their own coverage for shanties, scaffolding, staging towers, supplies, tools and any other owned/rented equipment not to become part of the structure. Whether or not a loss is reimbursable by builder's risk insurance, each Subcontractor hereby acknowledges its obligation for any loss to its work and will be responsible for the work and/or deductible amount under this policy.
- 9.8. Cancellation, Renewal or Modification: All insurance certificates and policies of Subcontractor shall contain a provision that the coverage afforded thereunder shall not be cancelled or nonrenewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor, unless otherwise specifically required in the Contract Documents.
- 9.9. Carriers and Policy Form: All insurance coverages required of Subcontractor hereunder shall be underwritten in form and by an insurer acceptable to Contractor. In any event, all insurance required by this Subcontract shall be

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maintained diligently and shall only be with an insurer that carries an AM Best rating of A-VIII or better. All policies shall be written in "occurrence" based coverage and no "claims made" coverage shall be permitted. The failure to have such insurance coverage is a default under this contract.

10. TAXES:

- 10.1. Subcontractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Subcontract, and shall furnish evidence, when required by Contractor, showing that all such payments required to be made have been paid. Subcontractor shall pay all applicable health and welfare charges, and union fees in connection with its work. Subcontractor shall be responsible for legislated increases in such taxes, which may take effect during the life of this Subcontract.
- 10.2. Subcontractor shall pay all applicable local, state and federal taxes, including but not limited to any sales and use taxes in connection with its work and any materials related to its work. Subcontractor shall be responsible for legislated increases in such taxes, which may take effect during the life of this Subcontract.
- 10.3. Subcontractor shall register with the State of Georgia and obtain Sales and Use Tax Certificate of Registration, and shall provide a copy of the current Sales and Use Tax Certificate of Registration and registration number to Contractor no later than the submission of Subcontractor's first application for payment.
- 10.4. **CONTRACTOR SHALL HAVE THE ABSOLUTE RIGHT TO WITHHOLD PAYMENT, INCLUDING BUT NOT LIMITED TO ALL RETAINAGE, UNTIL SUCH TIME AS THE SUBCONTRACTOR PROVIDES A VALID COPY OF THE SALES AND USE TAX CERTIFICATE OF REGISTRATION, VALID COPY OF SALE AND USE TAX RETURN FOR THE ENTIRE PERIOD OF ITS WORK, AND/OR PROVIDES OTHER EVIDENCE ACCEPTABLE TO THE CONTRACTOR, AT ITS SOLE DISCRETION, THAT ALL SALES AND USE TAXES LIABILITIES HAVE BEEN SATISFIED.**
- 10.5. Subcontractor shall strictly comply with any all local, state and federal codes, regulations and laws related to the collection of taxes, including but not limited to those contained within O.C.G.A. §48-8-1 et seq. Additionally, Subcontractor expressly recognizes and acknowledges the rights and obligations for contractors and subcontractors set forth in O.C.G.A. §48-8-63.
- 10.6. Subcontractor shall indemnify and hold Contractor completely harmless for any taxes, fines, levies, fees, or other costs imposed upon Contractor arising out of or related to any failure to abide by the provisions of this Article 10. Notwithstanding anything to the contrary, this provision shall survive final completion of the Project and any termination of this Subcontract.
- 10.7. Contractor shall also have the right to withhold, as an extraordinary reserve and/or to use as set off, and without limiting other rights and remedies, an amount reasonably sufficient, as solely determined by the Contractor, to remedy any issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arising out of any failure by Subcontractor to abide by the provisions of this Article 10. Contractor shall be entitled to withhold the aforementioned amounts whether such issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arise out of this Subcontract or under any other subcontract, purchase contract, purchase order or other agreement between Contractor and Subcontractor on this or any other project. Further, Subcontractor hereby agrees and acknowledges that if Subcontractor does not have a Georgia Sales and Use Tax Number, Contractor may withhold a percentage, as determined by Contractor in its sole discretion, of any payment or amounts to be paid hereunder.

11. LIENS:

- 11.1. Subcontractor shall make all payments to its subcontractors, laborers and materialmen in prompt fashion and shall save and keep the Project and the site upon which it is situated free from all mechanics's liens and all other liens by reason of its work or any materials or other items used by or provided to Subcontractor. In the event that a lien is filed against the Project or site, within seventy-two (72) hours of notice of the lien Subcontractor shall remove the lien. Subcontractor shall provide, within said seventy-two (72) hour period, proof that the lien(s) has been cancelled, satisfied or bonded off. If Subcontractor fails to remove such lien(s) by bonding or otherwise or if Subcontractor files a lien against the Project referred to in this Subcontract or the site upon which it is situated, prior to the time when the amount claimed is payable to Subcontractor by Contractor under the terms of the Subcontract, Contractor may retain sufficient funds, out of any money due or thereafter to become due by Contractor to Subcontractor, to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that Contractor may elect to obtain to discharge said lien. Contractor may also discharge any such liens from any funds which are or which become due to Subcontractor and which are at any time in possession of Contractor. In the event that Subcontractor has knowledge of a lien being placed upon the project, Subcontractor shall give Contractor advance notice. All costs to Contractor associated with the removal of liens shall be a charge against the Subcontractor, including all attorneys' fees, bonding premiums and court fees.

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11.2. Subcontractor acknowledges that as a condition to payment that it shall execute interim and final waivers of lien and bond claims (See exhibits to contract), and that the failure of Subcontractor to make payment to its subcontractors and suppliers, as represented in said waiver documents, shall be a material default and breach of this contract.

12. SAFETY:

12.1. Project Safety: Subcontractor shall design and submit to the Contractor a specific safety program for the Work. Subcontractor shall maintain its safety program, which shall in all cases meet or exceed all applicable federal, state, and/or local safety related laws and regulations along with the Contractor's safety program as in effect during the course of the Project. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. Contractor may issue directives to Subcontractor with respect to a safety compliance issue and may require Subcontractor to respond promptly to each directive. Subcontractor's failure to correct the issue, in a prompt manner, authorizes Contractor, at its discretion, to take whatever steps it deems to be necessary to address said issue in order to provide a safe work site for all concerned parties. Any costs incurred by Contractor because of any such issue shall be the responsibility of Subcontractor. Should Subcontractor not have a written safety program, it agrees to abide by any safety program imposed by Contractor. Notwithstanding any safety measures established by Subcontractor, it shall without limitation comply with Contractor's Standard Accident Prevention Program for Subcontractors, attached hereto as Exhibit "D", and any additional requirements set forth by the Owner or its representatives (e.g. OCIP), all safety obligations imposed by the General Conditions, the Underground Gas Pipe Law, The High Voltage Act, The Occupational Safety and Health Act of 1970 and The Construction Safety Act of 1969 and the regulations issued pursuant to these Acts. This also includes any state or local jurisdictions that have published requirements specific to safety.

12.2. Subcontractor agrees to attend the Contractor's Tool Box Meetings or, if permitted by Contractor, to hold its own Tool Box Meeting weekly. Subcontractor agrees to promptly submit a copy of the minutes from such meetings to the Contractor.

12.3. Hazard Communication: Subcontractor shall be responsible for implementing and maintaining a Hazard Communication Program as required by all applicable laws. This includes, but is not limited to, providing Material Safety Data Sheets (MSDS's) to the Contractor on any hazardous chemicals or materials on the Project Site. Subcontractor shall submit this program for review within ten (10) days of execution of the Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. This Subcontractor is responsible for any chemicals, which will be used by the Subcontractor, which enter the project site.

12.4. Substance Abuse Program: Subcontractor agrees to be responsible for implementing and maintaining an effective Substance Abuse Program. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the project, whichever occurs first. Should Subcontractor not have a written Substance Abuse Program, it agrees to abide by any Substance Abuse Program imposed by Contractor. Any costs incurred in the adoption, implementation or administration of the Subcontractor's Substance Abuse Program shall be the responsibility of the Subcontractor.

12.5. Notice of Accidents: Subcontractor shall immediately notify Contractor, but in no event later than twelve hours after the occurrence thereof, following any accident and/or injury to Subcontractor's employees occurring at the project site or arising out of performance of Subcontractor's Work. Subcontractor shall supply a written, detailed report of all accidents and injuries.

12.6. Suspension of Work, Administrative Charges: Contractor, at its election, may suspend Subcontractor's Work if Subcontractor fails to comply with any safety rules, regulations, laws, plans and provisions and continue any suspension until Subcontractor remedies any violation. No suspension due to safety violation shall result in an increase in Subcontractor's time for execution of work or payment for work. Additionally, the Contractor shall be entitled to assess an Administrative Charge for violations as outlined in Article 14 below and may additionally assess any delay damages or other costs to Contractor associated with any safety violation of Subcontractor and assess costs and damages per this Subcontract.

13. PERMITS & LICENSES:

13.1. Subcontractor shall procure, secure, obtain or otherwise acquire the necessary licenses, government authorizations and permits. Subcontractor shall pay all associated fees necessary to perform Subcontractor's scope of work.

14. ADMINISTRATIVE CHARGES:

14.1. Subcontractor shall pay all charges, fines or penalties imposed against Subcontractor, Owner or Contractor by any governmental agency having jurisdiction over the work attributable to any act or omission of Subcontractor, and shall pay all Administrative Charges imposed by Contractor pursuant to this Subcontract.

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- 14.2. In the event that Subcontractor fails to abide by the terms of this Subcontract and/or any job site rule pertaining to the Project, in addition to other rights and remedies provided hereunder or otherwise available, Subcontractor shall be liable to Contractor for an Administrative Charge. Violations subject to Administrative Charges include, but are not limited to, the failure to do the following:
- 14.2.1. Attend weekly foreman's meetings.
 - 14.2.2. Comply with Cleanup provisions.
 - 14.2.3. Comply with Safety provisions.
 - 14.2.4. Comply with Site logistics.
- 14.3. Amount and Consequence of Administrative Charges: For a first instance violation, the Contractor shall provide the Subcontractor a verbal warning, which shall be confirmed in writing by the Contractor.
- 14.3.1. For a second instance violation, the Administrative Charge shall be \$100.
 - 14.3.2. For a third instance violation, the Administrative Charge shall be \$500.
 - 14.3.3. For a fourth instance violation, the Administrative Charge shall be \$1,000, and the Subcontractor shall be deemed in immediate, non-curable default, unless otherwise waived in writing by Contractor, and this Subcontract shall then terminate per terms of the Article regarding termination (Article 20).
- 14.3.4. Subcontractor agrees that its failure to perform the above increases Contractor's cost to administer the Project in an amount which is extremely difficult to determine and that the Administrative Charges set forth above are a reasonable estimate of those costs.

15. CLEANUP:

- 15.1. Subcontractor shall maintain a clean and safe work area by removing on a daily basis all trash and debris either resulting from Subcontractor's work or caused by its employees. All trash such as cartons, boxes, pallets, etc. shall be broken down to their least dimension and placed in an on-site dumpster or other such on-site location as designated by the Contractor. This Subcontractor will be responsible for removing such trash and debris from the work area with its own trash buggies or carts. A sufficient number of trash buggies and any other cleaning equipment such as brooms or vacuum cleaners will be this Subcontractor's responsibility to provide. Subcontractor will leave the building and premises clean insofar as the work performed under this Subcontract is concerned. If the Contractor utilizes a composite crew, Subcontractor agrees to provide personnel and to participate in a composite cleanup crew directed by the Contractor, as required; provided that Subcontractor shall retain supervision, including that related to the safety and adherence to applicable law, of the acts of Subcontractor's participants in such composite cleanup crew. If, after twenty-four (24) hours written notice by Contractor's representative to Subcontractor's representative at the site of the work, Subcontractor has not diligently proceeded with the cleanup as outlined in this Section 15.1, then Contractor has the right to proceed with the cleanup work at Subcontractor's cost and expense and/or assess a fine per Article 14.

16. SUBMITTALS:

- 16.1. Subcontractor must inform Contractor, in writing and in advance of installation, of any deviations in the shop drawings and samples from the requirements of the Owner Contract and the Contract Documents thereof. Subcontractor agrees to submit shop drawings, data, catalog cuts, samples, and other submittals in strict accordance with the Contract Documents on a timely basis or as required by Contractor to meet the overall Project schedule.
- 16.2. Substitutions: Subcontractor, if allowed by Contract Documents, must submit Substitutions, for consideration within fifteen (15) days of award of this Subcontract, unless otherwise specified by the Contract Documents.
- 16.3. Responsibility: The approval of shop drawings, data, catalog cuts, samples and other submittals shall not relieve the Subcontractor of its responsibility for proper detailing of the design, or for errors or omissions in the final installed work or for failure to comply with the Contract Documents. Subcontractor is to review and approve shop drawings, samples, etc. supplied by their subcontractors or suppliers prior to submission to Contractor.

17. LAYOUT:

- 17.1. Subcontractor shall be responsible for all layout and field dimensions required for the performance of the work. Any cutting or patching of work of Subcontractor or others caused by Subcontractor's error in layout or installation of its work shall be the responsibility of Subcontractor, and Subcontractor shall bear all of the costs thereof. Reference lines and benchmarks will be established by Contractor and will be adhered to by Subcontractor.

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18. BONDS:

- 18.1. If this Subcontract requires a bond from Subcontractor, (See cover page of Subcontract), Subcontractor shall provide, prior to the commencement of any Work hereunder, Payment and Performance Bonds in the form attached hereto as Exhibit "J" or in such other form as approved by Contractor, in the amount of the Subcontract Sum. The premium for Payment and Performance Bonds has been included in the original Subcontract Sum. Subcontractor is responsible for purchasing Payment and Performance Bonds for the total Subcontract Sum and maintaining the Bonds throughout the entire duration of this Project. Failure by this Subcontractor to provide proof of effective Payment and Performance Bonds within ten (10) days of award of Subcontract shall be cause to terminate this Subcontract and/or withhold this Subcontractor's progress payments. The failure of Contractor to insist upon proof of procurement of Bonds shall not act as a waiver. A copy of the paid invoice must be submitted to Contractor.
- 18.2. Said Bonds shall be provided by an AA rated (Standard and Poor) surety acceptable to Contractor and be maintained in full force and effect for the faithful and complete performance of this Subcontract, including any and all warranty obligations hereunder.
- 18.3. Any changes or aggregate of changes to the scope of work that increases the Subcontract Sum by ten (10) percent or more shall require a Consent of Surety indicating the additional coverage. All costs associated with this increased coverage should be included and itemized in Subcontractor's proposed change order request as a separate line item. Failure by Subcontractor to include additional bond premium costs in negotiated change orders shall not relieve Subcontractor of its responsibility to provide increased coverage at Subcontractor's expense.
- 18.4. If this Contract does not require a bond from Subcontractor, it is understood, at Contractor's discretion, that this Subcontract will become part of the Contractor's Subguard program. As a part of the Subguard program, Subcontractor, at the request of the Contractor, shall provide financial information in a format acceptable to the Contractor in order to determine financial stability and acceptability into Subguard.

19. HOISTING:

- 19.1. Subcontractor shall be responsible for unloading, hoisting, and stocking all of its materials, supplies, tools and equipment. Subcontractor may utilize Contractor's hoisting facilities during regular working hours provided that adequate facilities are available and Subcontractor has scheduled the use of the facilities with Contractor. Any hoisting outside the capabilities of the on-site hoisting equipment will be the responsibility of the Subcontractor. If the Contractor's hoisting facilities are unavailable for any reason, Subcontractor shall provide, at its expense, hoisting facilities sufficient to meet Subcontractor's requirements.

20. TERMINATION:

- 20.1. Owner Termination: In the event that Owner terminates or cancels the Owner Contract for any cause whatsoever at any time after the date hereof, within sixty (60) days after such termination or cancellation, Contractor may, by written notice to Subcontractor, cancel and terminate this Subcontract, and, in that event, it is agreed that Subcontractor shall have no claim of any kind whatsoever against Contractor for breach of this Subcontract or for any other cause or reason whatsoever and that Contractor shall be under no liability to Subcontractor except that Contractor shall be liable to Subcontractor for those amounts theretofore or thereafter paid to Contractor by Owner on account of the work performed by Subcontractor under this Subcontract.
- 20.2. Owner Insolvency: In the event that the Owner or other party responsible to the Contractor for payment shall (1) file for bankruptcy protection, (2) have an action brought by it or against it under any law dealing with insolvency or bankruptcy, (3) have a receiver appointed over its assets or undertakings, (4) enters into a deed or arrangement, or makes an assignment for the benefit of creditors, or (5) fails to function as a going concern, Contractor may at its sole option terminate this Subcontract, by written notice to Subcontractor, and in that event, it is agreed that Subcontractor shall have no claim whatsoever against Contractor except that Contractor shall be liable to Subcontractor for those amounts theretofore or thereafter actually received by the Contractor on account of work performed by Subcontractor under this Subcontract which amounts are not subject to any claims for preferential payment, set offs and/or any other claim wherein Contractor may be subject to loss of payments received from Owner. In the event that Contractor is ever required to return or relinquish any payment or relinquish control over funds received on account of work performed by Subcontractor, and upon which Subcontractor received payment from Contractor, Subcontractor agrees to indemnify Contractor for all amounts returned or relinquished.
- 20.3. Contractor Voluntary Termination: The Contractor may terminate, in its sole discretion, this Subcontract by written notice for the convenience of the Contractor, and the Subcontractor shall be required to cease work hereunder. In the event of Contractor's termination for convenience, the Subcontractor, subject to the terms and conditions hereof, including Section 3.1, shall be paid for its work in place and costs directly related to the termination, as determined by Contractor, except that Subcontractor shall not be entitled to anticipated profits on work not yet performed or on materials or equipment not yet furnished or for consequential damages of any sort.

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- 20.4. Strike or Other Labor Related Termination: In the event of a strike, disruption, delay or stoppage of the work ("Work Stoppage"), whether on the Project or any other building, structure or improvement which Contractor, or any of its subsidiaries, affiliates, or joint ventures, is erecting or altering, which results from a dispute involving or affecting or which is caused, in whole or in part, by the labor employed by Subcontractor, Contractor may at its option terminate this Subcontract. If this Subcontract is terminated pursuant to this Section 20.4, Contractor shall, subject to the conditions for payment set forth in this Subcontract, including Section 3.1 and provided that the action or inaction of Subcontractor did not cause, bring about, contribute to, or result in such Work Stoppage, compensate Subcontractor for the value of labor and material theretofore furnished or delivered to the site of the Project, proportioned upon the Subcontract Sum, except that Subcontractor shall not be entitled to anticipated profits on work not yet performed or on materials or equipment not yet furnished or for consequential damages of any sort.
- 20.5. Termination For Cause: The Contractor may terminate this Subcontract if the Subcontractor:
- 20.5.1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials or fails to timely perform its work;
 - 20.5.2. Fails to make payment to its subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers, including failure to sign a joint-check or agree to direct payment;
 - 20.5.3. Disregards laws, ordinances, or rules, regulations or orders of a governmental entity or public authority having jurisdiction or the Project safety rules;
 - 20.5.4. Otherwise is in material breach of a provision of the Owner Contract, the Contract Documents, or this Subcontract; or
 - 20.5.5. Files a voluntary petition or is subject to an involuntary petition in bankruptcy or if an action for receivership has been taken against the Subcontractor or if Subcontractor has otherwise had a receiver appointed. In the event of bankruptcy, receivership or other insolvency of Subcontractor (each a "Bankruptcy Event"), Subcontractor acknowledges that Contractor, at its sole discretion may undertake remedies of procuring replacement contractors or suppliers to fulfill the obligations of the Subcontractor.
 - 20.5.6. In the event of a Bankruptcy Event, Contractor may, in its sole discretion, make demand upon Subcontractor that it provide Contractor with reasonable assurance of Subcontractor's ability to fully and completely fulfill all obligations and requirements of this Subcontract. Further, Contractor shall be entitled to make demand upon Subcontractor that it either assume or reject the Subcontract, and Subcontractor shall respond in writing to such demand within two (2) business days of its receipt of such demand. Should Subcontractor fail to respond to a demand for further assurances or fail to timely assume the Subcontract after receipt of demand, Subcontractor shall be deemed in material breach of this Subcontract and Contractor shall be entitled to all contractual rights and remedies as well as all remedies available at law or in equity.
- 20.6. Mechanism For Termination For Cause: When any of the above reasons exist, the Contractor may without prejudice to other rights or remedies of the Contractor and after giving the Subcontractor two (2) calendar days written notice, terminate the employment of the Subcontractor and may,
- 20.6.1. Take possession of the Subcontractor's materials, equipment, tools and machinery;
 - 20.6.2. Accept assignment of Subcontractor's subcontracts or supplier agreements; and/or
 - 20.6.3. Finish the Work by whatever reasonable method the Contractor may deem expedient.
- 20.7. When Contractor terminates this Subcontract for cause, the Subcontractor shall not be entitled to receive further payment until the Work is finished.
- 20.8. If Contractor terminates or purports to terminate this Subcontract for cause as described in Sections 20.5 and 20.6, and it is later determined that appropriate grounds did not exist for such for cause termination, such termination shall be treated as a termination for convenience under the terms of Section 20.3.
- 20.9. If the unpaid balance of the Subcontract Sum exceeds costs of finishing the Work, including compensation for the use of any professionals, such as engineers and/or architects made necessary thereby, and other damages incurred by the Owner or Contractor and not expressly waived, such excess shall be paid to the Subcontractor. However, if such costs and damages exceed the unpaid balance, the Subcontractor shall be liable to and shall pay the Contractor the difference. The obligation of the Subcontractor to pay the Contractor shall survive termination of this Subcontract.
- 20.10. All costs will be documented through a change order per Article 8.

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20.11. Termination of this Subcontract, for any reason, including cause, shall not release Subcontractor from obligations which normally follow completion or cessation of work on the Project, including any warranty obligations, insurance obligations, obligations arising under Section 5 of this Subcontract, provision of lien and bond releases and waivers, and the provision of any and all remaining close out documentation.

21. SUPERVISION AND LABOR:

21.1. Subcontractor shall appoint one of its employees to be stationed on the Project site during the performance of the work to supervise the performance of the work. This employee will be subject to Contractor's approval. Contractor has the right of removal of employee from project if proven unsatisfactory. This employee shall have the authority to make decisions on behalf of the Subcontractor. This employee cannot be reassigned from the Project by the Subcontractor, without Contractor's approval, and shall remain on-site a minimum of thirty-five (35) hours per week and one hundred percent (100%) of the time this Subcontractor is directly performing the work described in the Contract Documents. All communications between Subcontractor and Contractor's project superintendent shall be forwarded through this employee.

21.2. Subcontractor agrees that in the performance of the Work called for by this Subcontract, it will employ only such labor as will not delay or interfere with the expeditious progress of the Project, and as will be acceptable to and will work in harmony with all other workmen employed on-site of the Project or on any other building, structure, or other improvement whether public or private which Contractor may then be erecting or altering.

21.3. Subcontractor shall maintain and assign to the Work, at all times, sufficient staff and personnel to perform the Work in a skilled, professional and satisfactory manner and so as not to delay the progress of the Work. The Subcontractor shall immediately replace or cause to be replaced all employees or workmen whose Work, as determined by the Contractor, does not meet such requirements.

22. THIRD PARTY CLAIMS:

22.1. Subcontractor hereby assigns to Contractor any and all claims against third parties for damages caused by third parties incurred in Subcontractor's performance of this Subcontract. The intent of the parties herein is that the Contractor shall have all rights as a third-party beneficiary to seek remedy and relief necessitated due to the actions or omissions of Subcontractor's subcontractors and/or suppliers.

23. WARRANTY:

23.1. Subcontractor warrants to Contractor that all work, materials and equipment furnished, or which are furnished by Subcontractor's subcontractor or materialmen, under this Subcontract shall be new and free from defects, unless otherwise specified, and that all work will be first-class quality and shall be in conformance with the Contract Documents. Subcontractor further warrants that all work will comply with all warranties, guaranties and building requirements which are imposed upon Owner, Contractor, or Subcontractor by any local ordinances, requirements of city or county building codes or of federal or state authorities which are applicable to the work, local sanitary laws or rules or regulations, or any orders or interpretations thereof by governing public authorities.

23.2. Without limiting its other obligations under the Contract Documents or common law, Subcontractor agrees to remedy at its own expense any defects due to faulty materials or workmanship and shall pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the Date of Substantial Completion of the Project or within such longer time as may be prescribed by law or by the terms of any special warranties or guarantees required by the Contract Documents. Unless extended by the Contract Documents, for the purpose of establishing the Warranty period, the Date of Substantial Completion shall be deemed to occur when Certificates of Substantial Completion have been issued for the entire Project. Nothing contained in this Section 23.2 shall be construed to establish a period of limitation with respect to any other obligation that Subcontractor has under this Subcontract, under law or under equity. The establishment of the time period of one (1) year after the date of substantial completion of the Project or for such longer period of time as may be prescribed by law or by the terms of any warranty or guaranty required by this Subcontract or the Contract Documents relates only to the specific obligation of Subcontractor to correct the work, and has no relationship to the time within which its obligation to comply with this Subcontract or applicable provisions of law which may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to its obligations other than specifically to correct the work.

23.3. Whenever written guaranties or warranties are called for by the Contract Documents pertaining to this Subcontract, the Subcontractor shall furnish these for such period of time as may be stipulated.

23.4. This Article 23 shall survive any termination of this Subcontract.

NEW SOUTH CONSTRUCTION COMPANY, INC.

24. NO WAIVER:

- 24.1. No failure of Contractor to exercise any power or right given hereunder or to insist upon strict compliance by Subcontractor with any of its obligation hereunder, and no conduct or practice of the parties at variance with the terms of this Subcontract, shall constitute a waiver or variation of Contractor's right to demand exact compliance with the terms hereof.

25. EQUAL OPPORTUNITY CLAUSE:

- 25.1. Subcontractor agrees to comply fully, unless exempted, with the provisions of Executive Order 11246 (as amended) of the President of the United States on Equal Employment Opportunities and the rules and regulations issued pursuant thereto with which the Subcontractor represents that it will comply unless exempted. Subcontractor agrees to indemnify the Contractor and hold the Contractor harmless from any and all penalties, fines, charges, assessments, claims, demands, actions or causes of action by the United States Government or by any other entity or person, and agrees to pay any expenses, including attorney's fees, incurred by the Contractor as a result of such failure.

26. IMMIGRATION AND CONTROL ACT and THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT REQUIREMENTS:

- 26.1. Subcontractor agrees to fully comply with and remain in full compliance with the Immigration Reform and Control Act of 1986, and as amended, including but not limited to all required employment and identity verification procedures and record keeping requirements. In the event the Subcontractor fails to comply in any respect with the requirements of the Immigration Reform and Control Act of 1986, the Subcontractor agrees to indemnify the Contractor and hold the Contractor harmless from any and all penalties, fines, charges, assessments, claims, demands, actions or causes of action by the United States Government or by any other entity or person, and agrees to pay any expenses, including attorney's fees, incurred by the Contractor as a result of such failure.

- 26.2. Subcontractor agrees to fully comply with and remain in full compliance with the Georgia Security and Immigration Compliance Act O.C.G.A. 13-10-90 *et seq* and as amended, including but not limited to all required employment and identity verification procedures and record keeping requirements.

26.3 SUBCONTRACTOR SHALL PROVIDE AN EXECUTED COPY OF EXHIBIT "I" NO LATER THAN TWO (2) DAYS FOLLOWING THE EXECUTION OF THIS SUBCONTRACT:

- 26.4 In the event the Subcontractor fails to comply in any respect with the requirements of the Immigration Reform and Control Act of Georgia Security and Immigration Compliance Act, the Subcontractor agrees to indemnify the Contractor and hold the Contractor harmless from any and all penalties, fines, charges, assessments, claims, demands, actions or causes of action by the Federal Government, State of Georgia or by any other entity or person, and agrees to pay any expenses, including attorney's fees, incurred by the Contractor as a result of such failure. Contractor shall have the absolute right to withhold, as an extraordinary reserve and/or to use as set off, and without limiting other rights and remedies, an amount reasonably sufficient, as solely determined by the Contractor, to remedy any issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arising out of any failure by Subcontractor to abide by the provisions of this Section. Contractor shall be entitled to withhold the aforementioned amounts whether such issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arise out of this Subcontract or under any other subcontract, purchase contract, purchase order or other agreement between Contractor and Subcontractor on this or any other project.

- 26.5. Any breach of any provision of this Article 26 shall be considered a material and/or substantial breach of Subcontract and authorizes Contractor to suspend or terminate performance on the Project immediately.

27. PUNCH LIST AND DEMOBILIZATION:

- 27.1. If Subcontractor does not commence and diligently pursue the completion of all "punch list" items within seven (7) days, Contractor may, upon the issuance of a forty-eight (48) hours advance written notice of same to Subcontractor, complete items and deduct the cost per Article 8 of completing any items from the Subcontract Sum.

- 27.2. Subcontractor agrees to maintain skilled and professional labor on-site with on-site supervision until punch list items are completed and accepted by Owner and Contractor and/or Architect.

- 27.3. Upon Substantial Completion of the Subcontract by Subcontractor, Subcontractor shall remove from the Project Site all temporary systems, tools, equipment, machinery and surplus materials not required for the continued performance of any Work under this Subcontract, unless otherwise directed by Contractor.

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- 27.4. Subcontractor shall continually inspect its own work to ensure conformance with the Contract Documents. Subcontractor agrees to correct any deficiency or deviation in the Work at any point in time of discovery by any party.
- 27.5. All Work shall be subject to the final approval of Architect or Owner's agent (if applicable) and the Contractor, and their decision shall be final.

28. EXHIBITS:

- 28.1. Subcontractor understands and agrees that the following EXHIBITS, copies of which are attached hereto or incorporated by reference, are part of this Subcontract and shall be binding on the parties hereto. It shall be Subcontractor's duty to review all documents, and the failure to review any exhibit or other Subcontract document shall not relieve Subcontractor from the obligation to conform with its terms and obligations. For those Exhibits that are form documents, the Subcontractor agrees to abide by the terms of those form documents and to utilize the form documents provided.

EXHIBIT ONE - General Scope of Work

EXHIBIT A - Subcontractor's Request for Payment Affidavit

EXHIBIT B.1 – Interim Lien Waiver and Release Upon Payment

EXHIBIT B.2 – Waiver and Release Upon Final Payment by Subcontractor

EXHIBIT C - Certificate of Insurance

EXHIBIT D - Contractor's Standard Accident Prevention Program for Subcontractors

EXHIBIT E - Contract Drawings and Specifications

EXHIBIT F - Request for Change Order

EXHIBIT G - Change Order Form

EXHIBIT H – Project Schedule

EXHIBIT I – The Georgia Security and Immigration Compliance Act Requirements Subcontractor Affidavit

EXHIBIT J – Bond Forms

In addition, the terms of the Owner Contract are incorporated and available for Subcontractor's review.

29. DISPUTE RESOLUTION:

- 29.1. Definition of Claim: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Subcontract terms, payment of money, extension of time or other relief with respect to the terms of this Subcontract and associated Contract Documents. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Subcontract and all associated Contract Documents. Claims must be initiated by written notice to the other party, and the responsibility to substantiate Claims shall rest with the party making the Claim.
- 29.2. Time Limit on Claims: Subject to the notice provisions contained herein, a Claim by Subcontractor must be finalized, documented and submitted within twenty-one (21) days after the occurrence of the event giving rise to such Claim or within twenty-one (21) days after the Subcontractor first recognizes the condition giving rise to the Claim, whichever is later. Subcontractor hereby agrees and acknowledges any payments or rights thereto related to a Claim of the type described in the foregoing sentence shall be subject to the terms and conditions of this Subcontract, including Section 3.1.
- 29.3. Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing or as provided in the Contract Documents, the Subcontractor shall proceed diligently with the performance of this Subcontract and the Contractor shall continue to make payments in accordance with the Contract Documents.
- 29.4. The laws of the State of Georgia shall govern all Claims or other disputes.
- 29.5. All Claims or other disputes arising out of or related to this Subcontract or the performance or breach thereof, and which are otherwise not resolved pursuant to the terms hereof, shall first go to mandatory mediation at Henning Mediation and Arbitration, or, at the election of the Contractor, to the American Arbitration Association, in accordance with the rules associated with that respective mediation entity. In the event that mediation is not successful, Contractor or Subcontractor may elect to file an action in litigation. If Contractor, at its sole discretion, does not believe mediation will be successful and/or beneficial, Contractor may pursue litigation immediately.
- 29.6. The Subcontractor agrees that in the event that litigation is to be filed, then the sole location for jurisdiction and venue of the dispute shall be the State or Superior Courts of Fulton County, or the Atlanta Division of the United States District Court for the Northern District of Georgia.
- 29.7. In the event that the Contractor is involved in a mediation or arbitration proceeding and that proceeding involves the Subcontractor's Work, involves questions of law or fact common to the Subcontractor's Work, or if complete relief

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cannot be afforded without the Subcontractor's participation in the mediation or arbitration proceeding, Subcontractor consents to its joinder in such proceeding.

- 29.8. Should Contractor employ an attorney to enforce any of the provisions hereof, or to protect its interest in any matter arising under the Contract Documents, or to collect damages for the breach of said Contract Documents, or to prosecute or defend any suit resulting from the Contract Documents or to recover on a surety bond presented by the Subcontractor, Subcontractor agrees to pay Contractor all reasonable attorney's fees, consultants' fees, experts' fees and any other costs, charges and expenses incurred in connection with all such matters.

30. MISCELLANEOUS PROVISIONS:

30.1. ALL NEGOTIATIONS AND AGREEMENTS PRIOR TO THE DATE OF THIS SUBCONTRACT NOT INCLUDED HEREIN ARE HEREBY VOIDED. THIS SUBCONTRACT MAY BE AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF BOTH CONTRACTOR AND SUBCONTRACTOR.

- 30.2. Any testing, investigations, reports or other information regarding the soils or other subsurface conditions present at the Project site provided to Subcontractor are for its information only, and are provided without any representation or warranty whatsoever. Subcontractor is not advised or entitled to rely thereon. Subject to arrangements with the Owner, Subcontractor is advised to undertake whatever steps it deems necessary, including testing, to provide a contract price sufficient to complete its work regardless of the Project subsurface conditions actually encountered by Subcontractor.

- 30.3. When Subcontractor is required to provide written notice or request under this Subcontract, such written notice or request shall only be effective if (a) hand delivered to the Contractor's Project Manager with a written acknowledgement of receipt, (b) by statutory overnight mail or with a reputable overnight courier service with signature of delivery required to Contractor's principal office address referenced in Section 1.1 attention to the Project Manager. All such written notice or request shall be deemed delivered the day after receipt if sent by facsimile, statutory overnight mail or reputable overnight courier service. Hand delivery shall be deemed received the date delivered. No other delivery method shall constitute written notice under this Subcontract. Daily report entries shall not constitute written notice or request under this Subcontract.

- 30.4. In the event that any portion of this Subcontract and all associated Contract Documents is determined judicially or otherwise to be invalid or unenforceable, the courts or an arbitrator (if applicable) may rewrite the invalid or unenforceable portion in order to make the provision valid and enforceable in a manner consistent with the overall terms of the Contract Documents. In the event that any portion of the Contract Documents are invalid and unenforceable, and if the portion cannot be re-written, as described immediately above, to make it enforceable, then said invalid or unenforceable portion shall be deemed as severable from the rest of the Contract Documents.

- 30.5. Subcontractor acknowledges that it has either sought independent legal counsel or has had ample opportunity to do so before execution of this Subcontract and all associated documents, and that it has thoroughly reviewed and negotiated the terms hereof and that the terms of this Subcontract shall not be construed against the Contractor in the event of an ambiguity.

- 30.6. Even if this Contract is executed after commencement of Subcontractor's performance, the terms and conditions of this Contract shall apply to all work performed by the Subcontractor for the Project listed above.

- 30.7. Non-Solicitation Provision: Subcontractor acknowledges and stipulates that in the course of the Project, it has or will learn about Company's business, services, materials, and the manner in which they were and are developed, marketed, serviced and provided to the Owner. Subcontractor knows and acknowledges that Contractor has invested considerable time and money in developing its customer base, which are valuable and unique to Contractor, and of benefit to the Subcontractor. Subcontractor further acknowledges that Contractor must keep secret all pertinent information that may be divulged to Subcontractor about Contractor's business concepts, ideas, programs, plans and processes, so as not to aid Contractor's competitors. Accordingly, Subcontractor, and Contractor agree Contractor is entitled to the following protection, which Subcontractor agrees is reasonable:

Subcontractor agrees that during the performance of its work on the Project and for a period of one (1) year following the termination of Subcontractor's performance upon the Project in the territory of Georgia, Florida, Tennessee, Ohio, South Carolina and North Carolina, it will not, on its own behalf or on behalf of any person, firm, partnership, association, corporation, or other business organization, entity or enterprise, knowingly solicit, call upon, or initiate communication or contact with any person or entity or any representative of the Owner, with whom Subcontractor had material contact during the Project performance, with a view to the sale or the provision of any General Contracting or Construction Management services on commercial or governmental projects.

For purposes of this Section 30.7, the term "Contractor," shall include any parents, affiliates, and subsidiaries of Contractor, including any entity or joint venture in which Contractor has an ownership interest. For purposes of this

NEW SOUTH CONSTRUCTION COMPANY, INC.

Section 30.7, the term "Subcontractor" shall include any subsidiaries of or other entities ultimately owned or controlled by "Subcontractor."

This Section 30.7 shall survive any termination of this Subcontract.

- 30.8. To the extent the Owner Contract provides for the confidentiality of any of the Owner's proprietary or otherwise confidential information disclosed in connection with the performance of this Subcontract, the Subcontractor is equally bound by the Owner's confidentiality requirements. This Section 30.8 shall survive any termination of this Subcontract.
- 30.9. The version of this Subcontract located at Contractor's main office shall control to the extent of any disagreement between it and any other version or copy.
- 30.10. Any provisions or terms of this Subcontract inserted in handwriting, by typewriter, or other similar mechanism or device shall only be considered a part of this Subcontract if the initials of each signatory, or other authorized representative of each party, to this Agreement are placed next to such insertion. Any insertion not accompanied by such initials shall be of no force or effect.
- 30.11. In each instance where the term "including" is used in this Subcontract, it shall be deemed to mean "including, without limitation,".
- 30.12. There are no intended third-party beneficiaries of this Subcontract.

[SIGNATURES ON FOLLOWING PAGE]

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXECUTED UNDER SEAL AS OF THE DATE SET FORTH ABOVE.

ATTEST:

By: _____
Witness to Contractor's Signature

Sworn to and subscribed before me this
____ day of _____, 20__.

Notary Public

ATTEST:

By: _____
Witness to Subcontractor's Signature

Sworn to and subscribed before me this
____ day of _____, 20__.

Notary Public

**NEW SOUTH CONSTRUCTION COMPANY, INC.
CONTRACTOR**

By: _____ (seal)
{LEGALDOCINFO.CONTRBY}

Title: {CONTRACTS.FROMSIGNEDBYTITLE} _____

**{COMPANY.NAME}
SUBCONTRACTOR**

By: _____ (seal)
(Officer Signature)

(Printed Legal Name)

Title: _____

**EXHIBIT ONE
GENERAL SCOPE OF WORK**

{PROJECTS.NAME}

{ToCOMPANY.NAME}

SUBCONTRACT NO. {CONTRACTS.CONTRACTNUMBER}

It is clearly understood and agreed that all work is to be done in strict accordance and compliance with the Contract Documents as listed in the attached Exhibit "E" dated **{Contracts.Udf_E_date}** "Short Date", which includes addenda **{CONTRACTS.ADDENDA}**. The scope of work described in the subcontract supersedes all prior negotiations, conversations and proposals prior to the Subcontract date. The Subcontractor shall provide the necessary labor, materials, equipment and adequate supervision required to perform all work included in, but not limited to, the following specification sections unless noted otherwise herein:

{Contracts.Notes}

More specifically, this subcontract includes, but is not necessarily limited to the following items:

1. BASE CONTRACT BREAKDOWN:

<u>Item Number</u>	<u>Description</u>	<u>Value</u>
{ContractSchedOfValues.Item Number}	{ContractSchedOfValues.Description}	{ContractSchedOfValues.ScheduledValue}
Base Subcontract Total		{CONTRACTS.ORIGVALUE}

The following are unit prices established for additional work if required. All quantities to be verified and agreed upon by Contractor before any adjustments to the contract amount are made.

2. ALTERNATES / UNIT PRICES:

<u>Item No.</u>	<u>Description</u>
{ContractAlternates.ItemNumber}	{ContractAlternates.Description}

3. GENERAL INCLUSIONS:

<u>Item No.</u>	<u>Description</u>
001	Subcontractor shall provide all material, labor, equipment and supervision to furnish and install the general scope of work per the contract documents, national, state, and local codes, and shall comply with the current OSHA regulations.
002	Subcontractor shall provide and/or pay all insurance, taxes, permits, and fees required to complete the above general scope of work.
003	Subcontractor shall, in addition and without limitation to the taxes referenced above, properly calculate and remit to the State of Georgia all applicable Sales and Use Taxes.
004	Provide proper safety equipment for employees.
005	Provide weekly input into Construction Schedule.
006	Daily clean up and disposal into General Contractor dumpster.
007	Scaffolding as required.
008	Provide As-Built drawings, warranties, Operation and Maintenance Manuals.
009	Shipping, unloading, distributing, storage and hoisting of materials.
010	Submittals, shop drawings, and samples per plans and specifications.
011	Daily reports filled out and given to Contractor on a daily basis.

NEW SOUTH CONSTRUCTION COMPANY, INC.

- 012 Workers shall park in areas designated by Contractor.
- 013 Contract amount is for the duration of the Project. Increases in the contract value due to material price escalations will not be accepted.
- 014 Multiple mobilizations as needed to perform entire scope of work.

4. SUBCONTRACT-SPECIFIC INCLUSIONS

<u>Item No.</u>	<u>Description</u>
{ContractInclusions.ItemNumber}	{ContractInclusions.Description}

5. EXCLUSIONS:

<u>Item No.</u>	<u>Description</u>
{ContractExclusions.ItemNumber}	{ContractExclusions.Description}

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXHIBIT A

SUBCONTRACTOR'S REQUEST FOR PAYMENT AFFIDAVIT

TO: NEW SOUTH CONSTRUCTION COMPANY, INC.
 PO BOX 77616
 ATLANTA GA 30357

JOB NAME: {PROJECTS.NAME}
 PERIOD ENDING: _____
 SUBCONTRACT # {CONTRACTS.CONTRACTNUMBER}

FROM: (SUBCONTRACTOR)
{COMPANY.NAME}

{ADDRESSES.ADDRESS1}

{ADDRESSES.CITY}, {ADDRESSES.STATE} {ADDRESSES.ZIP}

PAY REQUEST # _____

ORIGINAL CONTRACT AND CHANGE ORDER AMOUNTS		
1	ORIGINAL CONTRACT AMOUNT	\$
2	TOTAL EXECUTED C.O.'S (total executed change orders from page 2)	\$
3	REVISED CONTRACT AMOUNT (line 1 plus line 2)	\$
4	TOTAL COMPLETED TO DATE (see total for column G on page 2)	\$
5	LESS RETAINAGE TO DATE (line 4 times 10%)	\$
6	TOTAL AMOUNT DUE (line 4 minus line 5)	\$
7	LESS PREVIOUS REQUESTS (line 6 from previous pay application)	\$
8	CURRENT AMOUNT DUE (line 6 minus line 7)	\$

The undersigned personally and on behalf of the Subcontractor set forth above, intending to induce New South Construction Company, Inc. ("New South") to make the payment set forth above, hereby swears, affirms and agrees as follows:

1. That, except for retainage if any held by New South, the Payment Amount set forth above, together with any prior payments, constitutes full and complete payment for all material, labor, and supplies, equipment, impacts, goods, services and costs of any kind supplied by Subcontractor to the Project, through and including the Payment Application date set forth above. Any exceptions to this release are as follows: N/A
2. That Subcontractor has or will within ten (10) days of receipt of the Payment Amount set forth above pay in full all sub-subcontractors, suppliers, materialmen, laborers or others for all material, labor, supplies, equipment, impacts, goods, services and costs of any kind supplied to Subcontractor for use or incorporation into the Project, through and including the Payment Application Date set forth above.
3. That the terms and conditions of the accompanying Interim or Final Lien Waiver supplied by Subcontractor to New South and incorporated herein by reference are true and correct.

Sworn and subscribed before me
 this _____ day of _____ 20____.

Signature

Print Name
 Personally and on Behalf
 of Subcontractor

Notary Public _____

My Commission Expires: _____

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXHIBIT A – PAGE 2 OF 2.
SUBCONTRACT BREAKDOWN

PERIOD ENDING:
JOB NAME: **{PROJECTS.NAME}**
SUBCONTRACT #: **{CONTRACTS.CONTRACTNUMBER}**

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE (*BREAKDOWN)	WORK COMPLETED		TOTAL MATL STORED (**NOTE)	TOTAL WORK IN PLACE AND MATL STORED	%	BALANCE COMPLETE
			PREVIOUS APPLICATION	THIS APPLICATION				
Original Contract Breakdown (list items below)								
		\$	\$	\$	\$	\$		\$
REVISED CONTRACT TOTALS:		\$	\$	\$	\$	\$		\$

SUBCONTRACTOR: {COMPANY.NAME}
 {ADDRESSES.ADDRESS1}
 {ADDRESSES.CITY},{ADDRESSES.STATE} {ADDRESSES.ZIP}

* BREAKDOWN SHALL BE APPROVED BY NEW SOUTH CONSTRUCTION AND NO SINGLE ITEM SHALL EXCEED \$40,000.00 WITHOUT PRIOR APPROVAL.
 **NOTE: IF MONEY IS REQUESTED IN THIS COLUMN, A STORED MATERIAL BREAKDOWN OR PRICED INVENTORY MUST ALSO BE ATTACHED.

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXHIBIT B.1

INTERIM LIEN WAIVER AND RELEASE UPON PAYMENT
SUBCONTRACT NO. {CONTRACTS.CONTRACTNUMBER}

STATE OF: _____
COUNTY OF: _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY
NEW SOUTH CONSTRUCTION COMPANY, INC. TO FURNISH:
{CONTRACTS.DESCRPTION} (DESCRIBE MATERIALS AND/OR LABOR), FOR THE
CONSTRUCTION OF IMPROVEMENTS KNOWN AS {PROJECTS.NAME}(TITLE OF THE
PROJECT OR BUILDING), WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF
_____, AND IS OWNED BY {LEGALDOCINFO.OWNER} AND IS MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY
USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT,
BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR
MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT
HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY
LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND
EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN
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 BUILDING OR PREMISES.

SWORN AND SUBSCRIBED BEFORE ME
THIS DAY _____ OF _____, 20__.

GIVEN UNDER HAND AND SEAL
THIS DAY _____ OF _____, 20__.

(NOTARY PUBLIC)

(SIGNATURE)

PRINT NAME

TITLE AND COMPANY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE
CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED
ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS
AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF
NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY
PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE
FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND
RELEASE UNDER O.C.G.A. SECTION 44-14-366.

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXHIBIT B.2
WAIVER AND RELEASE UPON FINAL PAYMENT BY SUBCONTRACTOR

STATE OF:
COUNTY OF:

RE :{PROJECTS.NAME} SUBCONTRACT NO. {CONTRACTS.CONTRACTNUMBER}

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NEW SOUTH CONSTRUCTION COMPANY, INC. (NAME OF CONTRACTOR) TO FURNISH {CONTRACTS.DESCRPTION} (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS {PROJECTS.NAME} (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY {LEGALDOCINFO.OWNER} (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SWORN AND SUBSCRIBED BEFORE ME
THIS DAY _____ OF _____, 20__.

GIVEN UNDER HAND AND SEAL
THIS DAY _____ OF _____, 20__.

(NOTARY PUBLIC)

(SIGNATURE)

PRINT NAME

TITLE AND COMPANY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

NEW SOUTH CONSTRUCTION COMPANY, INC.

**EXHIBIT B.2.2
FINAL AFFIDAVIT AND WAIVER OF LIEN BY SUBCONTRACTOR**

STATE OF: _____

COUNTY OF: _____

RE : _____

SUBCONTRACT NO. _____

(NAME OF PROJECT)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID STATE AND COUNTY,

(NAME)

(TITLE)

OF _____, (WHICH IS HEREINAFTER CALLED "SUBCONTRACTOR") WHO BEING DULY SWORN STATES ON OATH THAT:

SUBCONTRACTOR HAS PAID IN FULL ALL DEBTS, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE BY SUBCONTRACTOR TO ALL PARTIES (INCLUDING, WITHOUT LIMITATION, ALL DEBTS, OBLIGATIONS AND LIABILITIES FOR LABOR, MATERIALS, EQUIPMENT OR SERVICES, AND FOR ALL LOCAL, STATE OR FEDERAL TAXES (INCLUDING BUT NOT LIMITED TO ANY SALES AND USE TAXES), OR CHARGES, AND FOR ANY DAMAGES TO OTHERS) WHICH HAVE BEEN INCURRED BY SUBCONTRACTOR, OR WHICH HAVE ARISEN, IN CONJUNCTION WITH WORK DONE, OR LABOR AND/OR MATERIALS FURNISHED, BY SUBCONTRACTOR TO NEW SOUTH CONSTRUCTION COMPANY, INC. FOR

(TYPE OF WORK OR MATERIALS)

ON THE _____
(NAME OF PROJECT)

WHICH IS LOCATED AT _____
(LOCATION)

THIS AFFIDAVIT AND WAIVER IS MADE AND GIVEN UPON AND IN EXCHANGE FOR FINAL PAYMENT OF ALL SUMS DUE SUBCONTRACTOR BY NEW SOUTH CONSTRUCTION COMPANY UNDER THE TERMS OF SAID SUBCONTRACT, AND IN CONSIDERATION THEREFOR SUBCONTRACTOR WAIVES AND RELEASES ANY AND ALL CLAIMS, CLAIMS UPON ANY BONDS, AND ALL LIENS OR RIGHTS TO LIENS, AGAINST NEW SOUTH CONSTRUCTION COMPANY AND/OR

(OWNER)

FOR THE AMOUNTS DUE AND OWING TO SUBCONTRACTOR BY VIRTUE OF THE PERFORMANCE BY SUBCONTRACTOR OF SAID SUBCONTRACT, OR THE FURNISHINGS BY SUBCONTRACTOR OF THE LABOR AND/OR MATERIALS DESCRIBED ABOVE, OR FOR ANY OTHER REASON.

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT THE COMPLETION DATED FOR THIS PROJECT IS ESTABLISHED AS.

THE ABOVE STATEMENTS ARE MADE BY THE UNDERSIGNED ON BEHALF OF SUBCONTRACTOR.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

(SIGNATURE)

_____ DAY OF _____, 20_____.

(NOTARY PUBLIC)

EXHIBIT C
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
MM/DD/YY

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

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

PRODUCER	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
INSURED SUBCONTRACTOR/VENDOR	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AM Best Rated "A- VIII" Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	X	POLICY NUMBER	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	POLICY NUMBER	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$	X	X	POLICY NUMBER	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	POLICY NUMBER	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Re: All Projects

The Certificate Holder and Owner are included as Additional Insureds for General Liability (with no exclusion for Products/Completed Operations), Automobile and Excess Liability on a primary and non-contributory basis. Waiver of Subrogation applies in favor of the Certificate Holder and Owner for General Liability, Automobile, Workers Compensation and Excess Liability.

In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER New South Construction Company, Inc. 1132 West Peachtree Street Atlanta GA 30309	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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EXHIBIT D

CONTRACTOR'S STANDARD ACCIDENT PREVENTION PROGRAM FOR SUBCONTRACTORS

THIS PROGRAM IS MADE AVAILABLE TO YOU IN ACCORDANCE WITH THE SAFETY CLAUSE OF YOUR SUBCONTRACT. ALL OR PARTS OF THE CONTENTS OF THIS PROGRAM WILL APPLY TO YOUR WORK DEPENDING ON THE NATURE OF YOUR WORK AND THE SEQUENCE OF YOUR WORK.

1. ACCIDENT PREVENTION RESPONSIBILITY

- 1.1. Full responsibility for enforcement of the Standard Accident Prevention Program belongs to the general contractor's superintendent in charge, who in turn is responsible to the project manager of the general contractor. Subcontractors will be responsible to the general contractor's superintendent for compliance with the program and any specific jobsite safety requirements required by the general contractor's superintendent.

2. ADVANCE ANALYSIS

- 2.1. Before starting work on any job, the subcontractor shall make a complete analysis of the plans and specifications in order to determine the exposure to accidents, which may develop on the jobsite. With this information, the subcontractor will be able to make plans to control all exposures before contributing to an accident or loss.

3. SAFETY INSTRUCTIONS WITH WORK ASSIGNMENTS

- 3.1. Any subcontractor's employee of whatever supervisory level upon assigning work to any man or group of men will in each instance give sufficient caution with the assignment to adequately provide safety in the operation. This same principle will apply when changing personnel from one work area to another. Hazardous chemicals will be discussed with guidelines on use and protective equipment required.

4. SAFETY MEETINGS

- 4.1. All subcontractors shall attend periodic supervisory safety meetings held by the general contractor's superintendent or his designated representative. (at least monthly)
- 4.2. Each subcontractor's foreman shall hold weekly "tool box" safety meetings with their own personnel to encourage employees' interest in safety and to give specific safety instructions relative to existing or expected hazards. Notes and minutes of these meetings shall be recorded, with 'sign-in' sheets and submitted to the general contractor's superintendent and main office.

5. CPR / 1st AID / BLOODBORNE PATHOGENS

- 5.1. Adequate first aid supplies shall be maintained by the subcontractor. These should be stored in a special kit or box. Treatments shall be administered by someone who has completed a CPR / 1st Aid / BBP training course, appointed by the subcontractor.

6. ACCIDENT INVESTIGATION AND REPORTING

- 6.1. All accidents shall be investigated by the subcontractor and reviewed by the general contractor's superintendent.
- 6.2. The subcontractor will prepare a written report on all accidents to be turned in to the superintendent within 24 hours. Report forms shall be provided by the subcontractor or the general contractor's superintendent. A copy of this report will be forwarded to the general contractor's main office. In all cases other than first aid, the form provided by the state shall be completed. The copy retained at the jobsite shall note the action taken to prevent a recurrence. The general contractor's superintendent is to be furnished copies.

7. PROTECTIVE EQUIPMENT (PPE)

NEW SOUTH CONSTRUCTION COMPANY, INC.

- 7.1. The protective equipment to be furnished by the subcontractor to his employees shall be determined by the advance analysis of the job and by conditions that occur as the work progresses. However, on all jobs the following protective equipment shall be the minimum:
- 7.2. Safety goggles or face shields shall be issued to employees who are engaged in chipping, grinding, or performing any operations where they are exposed to eye hazards. The Contractor recommends eye protection at all times. Eye Protection must bear the "Z87" stamp;
- 7.3. Welders' hoods and face shields must be worn only by attaching them to hard hats;
- 7.4. Hard hats are to be worn throughout the jobsite, at all times, start to finish of job;
- 7.5. The subcontractor shall require his employees to wear work shoes in good condition;
- 7.6. Life preservers shall be provided and shall be worn by all employees wherever working over water;
- 7.7. The subcontractor is responsible for enforcing the use of PPE worn by its employees; and
- 7.8. Hearing protection shall be worn when work involves or is near abnormal noise levels.

THE FOLLOWING PROGRAM ITEMS ARE NOTED AND LISTED FOR SPECIAL EMPHASIS SINCE THEY USUALLY CREATE THE MOST HAZARDOUS CONDITIONS AND ARE MOST LIKELY TO BE CITED BY OSHA.

8. HOUSEKEEPING

- 8.1. Plastic bottles, scraps, paper cups and similar rubbish shall be placed by subcontractor's employees in trash containers for that purpose. No glass containers onsite.
- 8.2. Rubbish, debris and waste materials shall be removed from the work area daily by subcontractor's employees. Form and scrap lumber with protruding nails shall be kept clear from all work areas.
- 8.3. Stairways, ladders, ramps, platforms, walkways and work areas shall be kept clear and clean of loose material and trash by subcontractor's employees.
- 8.4. All material, equipment, etc. must be kept back from the outer edge of a building a minimum of ten feet (10'-0") at building perimeter and a minimum of six feet (6'-0") at interior floor openings.

9. SCAFFOLDS

- 9.1. All scaffolding shall be erected by a competent person. All scaffolding shall be thoroughly checked by the subcontractor's competent person before and after erection and at least daily while in use. All scaffolding must conform to OSHA standards.
- 9.2. All scaffolding over ten feet (10'-0") in height shall be equipped with guard rails and toeboards. Guard rails must support a 200-pound thrust.
- 9.3. All scaffolding, other than suspended scaffolding, shall be erected on firm level foundations and shall be braced or guyed to the structure.
- 9.4. Planking shall have at least twelve inches (12") of overlap and extend six inches (6") beyond center of support or be cleated at both ends to prevent sliding off supports. Planking shall be 2 x 10 nominal lumber or greater.
- 9.5. Access ladders permanently secured shall be provided on all scaffolding.
- 9.6. All scaffolding shall have proper access.
- 9.7. Do not ride rolling scaffolds, and remove all material from the platform before moving the scaffold.
- 9.8. Workers on a swinging scaffold shall be tied off to the building with a full body harness with an independent life line and guardrails. There shall be a safety life line for each person.

10. LADDERS

NEW SOUTH CONSTRUCTION COMPANY, INC.

- 10.1. All ladders shall be inspected at least weekly. Broken and or damaged ladders shall be removed from service immediately and destroyed. All ladders must conform to OSHA standards.
- 10.2. All straight ladders shall be set on firm level foundations at a four (4) to one (1) pitch, have clear access at top and bottom, extend the landing a minimum of thirty-six inches (36") and be secured against movement while in use. All ladders shall be secured top and bottom. Safety feet will be used on all straight ladders.
- 10.3. Portable metal ladders shall not be used for electrical work or where they might contact electrical conductors.
- 10.4. Single portable ladders over twenty-four feet (24'-0") in length shall not be used.
- 10.5. A double-gang ladder or two (2) single-gang ladders must be available when twenty-five (25) or more workers must access each elevated working surface above ground level.

11. FLOOR OPENINGS AND STAIRWAYS

- 11.1. At all unprotected floor openings and stairways, provisions shall be made by the general contractor for barriers and toe boards. These shall remain in place until the openings have been closed or permanent stairs installed. When subcontractors must remove such barriers in the performance of their work, they are responsible for replacing barriers so as to provide maximum protection at all times.
- 11.2. Never, under any circumstance, cover a floor opening with a piece of plywood, sheetrock, or other unsuitable material. All floor coverings must support a minimum of 500 lbs. or twice their intended load; whichever is greater. All floor openings must be marked with the word "Hole" or "Cover" and fully secured.

12. FIRE PROTECTION

- 12.1. Gasoline or other flammable liquids shall be stored in UL approved safety containers and properly labeled. No plastic gas cans are allowed on the jobsite.
- 12.2. Approved heating devices, stove pipes, etc. shall be properly insulated to prevent setting fire to adjacent structures.
- 12.3. Fire extinguishers shall be selected by the subcontractor on the basis of type of fire anticipated. Extinguishers, fire barrels, sand pails, hose lines, etc. shall be located where they are readily accessible and easily visible.
- 12.4. Do not smoke or use an open flame, exposed heating element or any other sources of ignition in areas or rooms where spray painting is done.
- 12.5. A fire extinguisher shall be adjacent to all stairwells and within reasonable of travel distance at all times.

13. POWER TOOLS

- 13.1. Provisions shall be made on each jobsite for the grounding of all fixed and portable electrical tools and equipment.
- 13.2. It shall be the responsibility of the subcontractor to ascertain that all power saws and grinders in use are provided with the proper guards.
- 13.3. Power saws shall be operated only by authorized and qualified personnel.
- 13.4. All extension cords shall be of the 3-wire, rounded type utilizing twist lock connections rated for heavy-duty use.
- 13.5. Faulty electrical cords shall be removed from service and destroyed immediately.

14. POWDER ACTUATED TOOLS

- 14.1. Low velocity pistol type tools with a pistol grip shall be used in all cases where applicable.
- 14.2. High velocity tools shall be used only for those applications where low velocity tools will not meet job requirements. When a high velocity tool is no longer required, it shall be removed from the jobsite.

NEW SOUTH CONSTRUCTION COMPANY, INC.

- 14.3. Powder actuated tools shall be used, operated, repaired, serviced, and handled only by authorized personnel who have been trained and certified by the manufacturer and workers must carry the certified "card". Tools will be tested daily and all defects corrected before use.
- 14.4. Tools shall not be loaded until immediately before use. Loaded tools shall not be left unattended.

15. TRENCHES

- 15.1. The subcontractor shall have an "excavation competent person" onsite during excavation operations.
- 15.2. The sides of trenches five feet (5'-0") or more in depth entered by personnel shall be sloped 1½ :1 (depending upon soil type), shielded, or shored.
- 15.3. Ladders that extend at least three feet (3'-0") above the edge of the trench shall be located as to require no more than twenty-five feet (25'-0") lateral travel for rapid exit in case of emergency.
- 15.4. All equipment and spoils should be kept a minimum of two feet (2'-0") from the top of slope.

16. FALL PROTECTION

- 16.1. The subcontractor shall have a "fall protection competent person" onsite during operations, involving fall hazards.
- 16.2. Where employees are exposed to falling six feet (6'-0") or more from an unprotected side or edge, the employer must select and use a guardrail system, safety net system, or a personal fall arrest system to protect the worker from falls.
- 16.3. All employees exposed to any fall hazard, shall be trained in fall protection hazards.
- 16.4. A Fall Protection Policy or Fall Protection Plan (where applicable) shall be maintained on the jobsite.
- 16.5. Steel erectors shall follow OSHA guidelines.

17. JOBSITE SAFETY RULES

- 17.1. Access to this site is restricted to employees and those authorized by New South Construction.
- 17.2. Use or possession of intoxicants, alcohol or drugs are strictly prohibited.
- 17.3. Hard hats shall be worn by all employees and visitors at all times.
- 17.4. Hard soled shoes are required. No tennis shoes, sneakers or open toed shoes are permitted except while on roofs with no foot injury hazards present.
- 17.5. Long pants and shirts with four inch (4") minimum sleeves are required at all times.
- 17.6. Eye protection, ear protection and respiratory protection devices will be worn when required.
- 17.7. Full body harness, shock-absorbing lanyards, or other fall protection measures will be utilized when working at unprotected heights.
- 17.8. No glass containers allowed onsite.
- 17.9. No radios, tape decks, or earphones allowed onsite.
- 17.10. Only authorized personnel are permitted to operate equipment or vehicles.
- 17.11. All machinery must have operable backup alarms at all times.
- 17.12. No riders on machinery or equipment. Seat belt use is required at all times. No riding in back of pick-up bed.
- 17.13. Be alert for chemical safety hazards on the jobsite.

EXHIBIT E
CONTRACT DRAWINGS AND SPECIFICATIONS

{PROJECTS.NAME}

DATE: {Contracts.Udf_E_date}

Drawings by {LEGALDOCINFO.ARCHNAME}

<u>NUMBER</u>	<u>TITLE</u>	<u>REVISION DATE</u>	<u>REVISION NUMBER</u>
{DrawingsSpecs.Number}	{DwgsSpecsHeaders.Title}	{DrawingsSpecs.RevisionDate}	{DrawingsSpecs.RevisionNumber}

EXHIBIT F
REQUEST FOR CHANGE ORDER

{PROJECTS.NAME}

{COMPANY.NAME}

CHANGE DESCRIPTION:

COST: (Attach any takeoffs, quantities, unit prices, quotes, etc. used in preparing this recap).

FIELD DESCRIPTION	LABOR	MATERIAL	SUB/VENDOR	TOTAL
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SUBTOTAL \$ _____

SUBCONTRACTOR/BOND COST _____% (IF APPLICABLE) \$ _____

SUBTOTAL \$ _____

SUBCONTRACTOR/VENDOR OVERHEAD & PROFIT ({Contracts.Udf_O_and_P}%) \$ _____

TOTAL COST TO NEW SOUTH CONSTRUCTION COMPANY \$ _____

PLEASE NOTE ANY ITEMS RELATED TO YOUR SCOPE AND THIS CHANGE WHICH YOU HAVE NOT INCLUDED:

ASSUMING 14 CALENDAR DAYS FOR APPROVAL OF THIS CHANGE ORDER REQUEST SPECIFICALLY NOTE ANY IMPACT TO YOUR CURRENT SCHEDULE:

{COMPANY.NAME}

SIGNED / DATE

NEW SOUTH CONSTRUCTION COMPANY, INC.

**EXHIBIT G
CHANGE ORDER FORM**

{Projects.Name} {Projects.Address}	Project # {Projects.Number}	New South Construction Company, Inc.
--	------------------------------------	---

Date:

To Subcontractor/Vendor:

{Company.Name}
{Addresses.Address1}
{Addresses.City}, {Addresses.State} {Addresses.Zip}

Project Description: {Projects.Description}

Contract Date: {Contracts.ContractDate}

Contract Number: {Contracts.ContractNumber}

Change Order Number:

Subject to the execution by both parties, the Agreement between New South Construction Company, Inc. ('New South') and Subcontractor is hereby revised solely as follows:

PCO	Item #	Description	Amount
------------	---------------	--------------------	---------------

The items and amounts set forth on this Change Order, together with any prior changes, constitutes full and complete changes for all material, labor, and supplies, equipment, delays, other impacts, goods, services and costs of any kind supplied by the Subcontractor to the Project, through and including the date of this Change Order. Subcontractor further agrees that all requests for change orders, field work orders or other claims for additional compensation and/or additional time, have been resolved to the satisfaction of both New South and Subcontractor, unless expressly set forth below.

[NOTE ANY ITEMS RELATED TO YOUR SCOPE AND THIS CHANGE WHICH YOU HAVE NOT INCLUDED]

ORIGINAL SUBCONTRACT VALUE:.....	\$0.00
SUM OF CHANGES BY PRIOR CHANGE ORDERS:.....	\$0.00
SUBCONTRACT VALUE PRIOR TO THIS CHANGE ORDER:.....	\$0.00
SUBCONTRACT VALUE WILL BE CHANGED BY THIS CHANGE ORDER IN THE AMOUNT OF:.....	\$0.00
NEW SUBCONTRACT VALUE INCLUDING THIS CHANGE ORDER IS:.....	\$0.00
THE SUBCONTRACT DURATION WILL BE CHANGED BY:.....	0 days
REVISED SUBCONTRACT COMPLETION DATE IS:.....	

By signing below, the Subcontractor swears and affirms that the above-referenced terms and conditions are accurate and acceptable and the amounts sought are the reasonable value and required time for items referenced above.

New South Construction Company, Inc.

{Company.Name}

CONTRACTOR

1132 West Peachtree Street
Atlanta, GA 30309

SUBCONTRACTOR/VENDOR

{Addresses.Address1}
{Addresses.City}{Addresses.State}{Addresses.Zip}

BY {Projects.ProjectExecutive}

BY {Contacts.FirstName} {Contacts.LastName}

SIGNATURE

SIGNATURE

DATE

DATE

This document shall be considered a Request for Change Order and does not constitute a modification to the original Subcontract unless and until executed by New South and Subcontractor with an original returned to the New South.

EXHIBIT H PROJECT SCHEDULE

NEW SOUTH CONSTRUCTION COMPANY, INC.

EXHIBIT I
THE GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT REQUIREMENTS
SUBCONTRACTOR AFFIDAVIT

Job #: {Contracts.ContractNumber}

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with NEW SOUTH CONSTRUCTION COMPANY, INC. on behalf of {LegalDocInfo.Owner} (name of public employer) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91.

Additionally, by executing this affidavit, the undersigned subcontractor verifies that the name, address, user identification number, date of authorization to use the Federal Work Authorization Project is truly and accurately set forth herein.

EEV/Basic Pilot Program
*Company Identification Number

Date of authorization to use the Federal Work Authorization Project

Subcontractor Full Legal Name

Street Address

City, State and Zip Code

BY: Authorized Officer or Agent DATE

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
DAY OF , 20

Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

NEW SOUTH CONSTRUCTION COMPANY, INC.

Subcontractor Payment Bond

KNOWN BY ALL PEOPLE THESE PRESENTS, THAT {COMPANY.NAME} located at {ADDRESSES.ADDRESS1}, {ADDRESSES.CITY},{ADDRESSES.STATE} {ADDRESSES.ZIP} ("Principal") and _____ (SURETY NAME), a corporation existing under the laws of the State of _____ (SURETY STATE OF INCORPORATION) ("Surety"), as Surety, are held and firmly bound unto New South Construction Company, Inc. ("Obligee"), in the amount of {CONTRACTS.ORIGVALUE} "NUMToTEXT" dollars ({CONTRACTS.ORIGVALUE} "\$###,###,###,##0.00"), plus any increase in the amount of the Subcontract Sum, for the payment of which amounts will and truly be made, Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee has been awarded a contract ("Prime Contract") by {LEGALDOCINFO.OWNER} for {PROJECTS.NAME} and;

WHEREAS, Principal has entered into a Subcontract with Obligee ("Subcontract"), dated {CONTRACTS.CONTRACTDATE} "LONG DATE" to perform, as Subcontractor, certain portions of the work in connection with Prime Contract, consisting of but not limited to _____ (GENERAL DESCRIPTION OF WORK, E.G. ELECTRICAL, MECHANICAL, ETC.), which Subcontract is hereby referred to and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall promptly make payment to all persons, entities, and/or others supplying labor and/or material in the prosecution of Principal's work, as provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, and all insurance premiums, both compensation and all other kinds of insurance on or relating to said work, and shall prevent any lien from being filed against the premises and prevent any claims against any bond supplied by Obligee by reason of the furnishing of any of the foregoing and shall discharge any lien or bond claim so filed or made within ten (10) days from filing or notice thereof (or else defend same in the name of Obligee and at the cost, risk, and expense of principal and Surety) and shall pay all costs, fees, and expenses relating to any such lien or bond claim, whether filed or not, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plan, or in any aspect of the parties relationship relating to the Project shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications. Furthermore, notwithstanding anything to the contrary, Principal's obligations under this Bond shall include but not be limited to any and all labor or materials through, directly or indirectly for the benefit of, ordered by, or otherwise required in any way to complete Principal's scope of work and/or other obligations under the Subcontract, whether purchased and/or paid for by Principal, Obligee, or the Project Owner, or other party.

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

NEW SOUTH CONSTRUCTION COMPANY, INC.

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

PRINCIPAL:
{COMPANY.NAME} (SEAL)

ATTEST:

By: _____
(WITNESS TO PRINCIPAL'S SIGNATURE)

By: _____
Name: _____
Title: _____

SURETY: _____ (SEAL)

ATTEST:

By: _____
(WITNESS TO PRINCIPAL'S SIGNATURE)

By: _____
Name: _____
Title: Attorney-in-Fact

Note: Attach Power of Attorney and Surety Financial Statement

NEW SOUTH CONSTRUCTION COMPANY, INC.

Subcontractor Performance Bond

KNOWN BY ALL PEOPLE THESE PRESENTS, THAT {COMPANY.NAME} located at {ADDRESSES.ADDRESS1}, {ADDRESSES.CITY},{ADDRESSES.STATE} {ADDRESSES.ZIP} ("Principal") and _____ (SURETY NAME), a corporation existing under the laws of the State of _____ (SURETY STATE OF INCORPORATION) ("Surety"), as Surety, are held and firmly bound unto New South Construction Company, Inc. ("Obligee"), in the amount of {CONTRACTS.ORIGVALUE} "NUMToTEXT" dollars ({CONTRACTS.ORIGVALUE} "\$###,###,###,##0.00"), plus any increase in the amount of the Subcontract Sum, for the payment of which amounts will and truly be made, Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Obligee has been awarded a contract ("Prime Contract") by {LEGALDOCINFO.OWNER} for {PROJECTS.NAME} and;

WHEREAS, Principal has entered into a Subcontract with Obligee ("Subcontract"), dated {CONTRACTS.CONTRACTDATE} "LONG DATE" to perform, as Subcontractor, certain portions of the work in connection with Prime Contract, consisting of but not limited to _____ (GENERAL DESCRIPTION OF WORK, E.G. ELECTRICAL, MECHANICAL, ETC.), which Subcontract is hereby referred to and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreements of Subcontract within the time provided therein and any extensions thereof that may be granted by Obligee, and during the life of any guaranty or warranty required under Subcontract, and shall also well and truly perform all of the undertakings, covenants, terms, conditions, and agreements of any and all modifications of Subcontract that may hereafter be made, and shall indemnify and save harmless Obligee of and from any and all loss, damage, and expense, including costs and attorneys' fees that Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Notwithstanding anything to the contrary, Principal's obligations under this Bond shall include but not be limited to any and all labor or materials through, directly or indirectly for the benefit of, ordered by, or otherwise required in any way to complete Principal's scope of work and/or other obligations under the Subcontract, whether purchased and/or paid for by Principal, Obligee, the Project Owner, or other party.

Whenever Principal shall be, and declared by Obligee to be in default under the Subcontract, the Obligee having performed Obligee's obligation thereunder:

- (1) Surety may promptly, but in no event more than fourteen (14) days thereafter, remedy the default subject to the provisions of paragraph (3) below;
- (2) Obligee after reasonable notice (which shall be deemed to be at least fourteen (14) days' notice) to Surety may, or upon demand of Obligee may arrange for the performance of Principal's obligations under Subcontract subject to the provisions of paragraph (3) below;
- (3) The balance of the Subcontract Sum, as defined in Subcontract, shall be credited against the cost of completing performance of Subcontract. If completed by Obligee and the cost exceeds the balance of the Subcontract Sum, Surety shall pay to Obligee such excess, but in no event shall the aggregate liability of Surety exceed the amount on this Bond. If Surety arranges completion or remedies the default, that portion of the balance of the Subcontract Sum as may be required to complete Subcontract or remedy the default and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal. The balance of the Subcontract Sum shall be the Subcontract Sum, as determined and modified under Subcontract, less amounts paid by Obligee under Subcontract.

Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plan, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

NEW SOUTH CONSTRUCTION COMPANY, INC.

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

PRINCIPAL:
{COMPANY.NAME} (SEAL)

ATTEST:

By: _____
(WITNESS TO PRINCIPAL'S SIGNATURE)

By: _____
Name: _____
Title: _____

SURETY: _____ (SEAL)

ATTEST:

By: _____
(WITNESS TO PRINCIPAL'S SIGNATURE)

By: _____
Name: _____
Title: Attorney-in-Fact

Note: Attach Power of Attorney and Surety Financial Statement

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder/proposer must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EXHIBIT D - EMPLOYMENT REPORT																			
JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not of Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
	EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																		
FIRST/MD LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
TOTAL																			

FIRMS' NAME: _____
 ADDRESS: _____
 TELEPHONE: _____

This completed form is for (Check only one):
 Submitted by: _____ Bidder/Proposer Subcontractor Date Completed: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

2) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

3) **Name of Business:** _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this ____ day of _____, 20__, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

**FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

The Prime Contractor (Construction Manager) shall be responsible for ensuring that before each subcontractor is allowed to perform work, the Georgia Security and Immigration Subcontractor Affidavit must be completed and submitted to the Department of Purchasing & Contract Compliance.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).