Northwest Atlanta Library

Instructions to Bidders

WATERPROOFING

Bids Due:

Thursday, March 20, 2014

2:00 PM

atlanta-fulton public library system

BenchMark Management

BRASFIELD & GORRIE GENERAL CONTRACTORS

RFB Contractors

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GENERAL INSTRUCTIONS TO BIDDERS

Bids for the Northwest Atlanta Library must be submitted before 2:00 PM, Thursday, March 20th, 2014. A written description of scope should be included with the bid proposal form attached to this document.

Bids and proposal forms must be submitted to Linda Walton, Fulton County Purchasing Department. Bids may be mailed, hand delivered, emailed, or faxed:

Fulton County Department of Purchasing and Contract Compliance
c/o Brasfield & Gorrie – Northwest Atlanta Library
130 Peachtree Street SW, Suite 1168, Atlanta, GA 30303
E: Linda.Walton@FultonCountyGa.gov F: (404) 335-5029

Copies of the bid and proposal form must additionally be submitted to the project team at Brasfield & Gorrie:

Brasfield & Gorrie
Attn: Northwest Atlanta Library Team
1990 Vaughn Road NW, Suite 100, Kennesaw, GA 30144
E: NWAtlLibrary@BrasfieldGorrie.com F: (678) 581-6499

Bid documents are available electronically on the following website. The website will require your email address and name to download the drawings and specifications.

https://brasfieldgorrie.sharefile.com/d/se102860fbfc44b99

Bid documents are also posted on the Fulton County Bid Board at www.fultoncountyga.gov, under Bid Opportunities.

Hard copies of the plans and specifications can be reviewed at the Fulton County Plan Room in the Department of Purchasing and Contract Compliance.

There will be pre-bid meeting at 1:00 PM, March 10, 2014 at the Fulton County bid conference room. Pre-bid meeting attendance is recommended, but not required to bid the project.

RFIs pertaining to the work must be submitted in writing to Brasfield & Gorrie by 2:00 PM, Thursday, March 6th, 2014. RFI responses will be issued via the ShareFile site.

Proposals shall be clearly labeled “Bid”, with the name of the project, description of bid inclusions, bidder name and address, and date submitted. The Construction Manager may reject any and all bids received that do not meet the project requirements.

DETAILED INSTRUCTIONS TO BIDDERS

GENERAL

1. Brasfield & Gorrie in association with RFB Contractors and BenchMark Management, Construction Manager, will receive proposals for furnishing all labor and material and performing all work necessary and incidental to the completion of each Scope for the Northwest Atlanta Library. Proposals will be accepted by Fulton County Department of Purchasing and Contract Compliance on behalf of Construction Manager at 130 Peachtree Street SW, Suite 1168, Atlanta, GA 30303 until 2:00 PM EST, March 20, 2014. The contract for Work shall be between the Subcontractor and Construction Manager. The Scope of Work is described in the Scope Sheets available on the ShareFile website.

2. The Construction Manager reserves the right to reject any or all bids, accept bids in any order or combination, make modifications to the work after bidding, and waive any informalities or irregularities in bids if it is deemed in the Owner's best interest to do so. All bids are subject to the review and approval by the Owner, or their designated representative.

3. Conflict of Interest: All bidders must disclose - with their bid - the name of any officer, director, or agent who is also an employee of the Owner. Further, all bidders must disclose the name of any Owner employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches.

4. Construction Manager reserves the right to submit a sealed bid for any bid package for this Project.

5. The Project Architect is Collins Cooper Carusi Architects, Inc. The Associate Architect is The Freelon Group. The Civil Engineer is Breedlove Landplanning. The Structural Engineer is Skyes Consulting. The Mechanical Engineer is Johnson, Spellman & Associates. The Electrical Engineer is Barnett Consulting Engineers.

6. The Owner is Fulton County, a political subdivision of the State of Georgia.

BIDS

1. All bids must be submitted on the Bid Proposal Form supplied by Construction Manager, and shall be subject to all requirements of the Contract Documents. All bids must be regular in every respect; all applicable spaces shall be filled in, and no interlineations, exclusions or special conditions shall be made or included in the Form by the bidder. Conditional bids will not be accepted, nor will oral, or telephone bids. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

2. Each bidder, by making this bid, represents that:

A. Bidder has read and understands the Bidding Documents and this bid is made in accordance therewith.

B. Bidder has visited the site and has familiarized themselves with the conditions under which the Work is to be performed.

C. This bid is based upon the materials, systems and equipment described or named in the Bidding Documents without exception.

3. Mailed or Hand-delivered Proposals shall be sealed and plainly marked, "Bid", with name of project, bid package number and description, name and address of bidder, time and date due. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID PACKAGE ENCLOSED" on the face thereof, and addressed to the Construction Manager at the address indicated in the Notice to Bidders. To be considered, each envelope shall contain an original of the Bid Proposal Form.

4. Each copy of the bid proposal shall include the legal name of bidder and each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract.

MODIFICATION OR WITHDRAWAL OF BIDS

1. Bids may be withdrawn or modified on written or telegraphic request dispatched by the bidder and received by Fulton County Department of Purchasing and Contract Compliance on behalf of the Construction Manager prior to the time for receipt of bids, provided that written confirmation of any telegraphic withdrawal under the signature of the bidder shall be placed in the mail with the postmark prior to the time set for receipt of bids. It shall be worded so as not to reveal the amount of the original bids.

2. Negligence on the part of the bidder in preparing his bid confers no right for the withdrawal of the bid after it has been opened.

3. Bidders shall not modify, withdraw or cancel any of the bids for (120) days after the bid opening date.

PREQUALIFICATION OF BIDDERS

1. The agreement will only be entered into with responsible subcontractors found to be satisfactory to the Owner and the Construction Manager, qualified by experience and in a financial position to do the work specified. The bidder must, upon request, be able to prove his financial ability to carry on the work until such time as he received his first payment, and to finance the work between payments until the contract is completed and accepted.

2. More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If more than one such bid is received, only the lowest conforming bid will be considered.

BIDDING DOCUMENTS

1. Contract Documents are as enumerated in the Subcontract Agreement. Each bidder shall promptly review all Contract Documents to assure completeness. If, for any reason, an item is missing from the transmitted list, he shall so notify the Construction Manager in writing, who will assist in his receiving missing item(s). Missing items shall not constitute grounds for modification of the contract.

2. Any addenda issued during the bidding period will be posted to Construction Manager's ShareFile site. Email notification of posting will be issued ONLY to the bidders and suppliers to whom access to Contract Documents have been provided by Construction Manager directly.

3. No partial sets of drawings and specifications will be issued.

INSPECTION OF SITE

1. Each bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties, restrictions and logical extensions of Scope attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, specifications and all other Contract Documents. The subcontractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form, or legal instrument, or to visit the site and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. Lack of knowledge on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the contract.

INTERPRETATIONS AND ADDENDA

1. Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents for each portion of the Project or the site and local conditions. No oral interpretation will be made to any bidder as to the meaning of the Contract Document or any part thereof. Every request for such an interpretation shall be made in writing to Brasfield & Gorrie, 1990 Vaughn Road NW, Suite 100, Kennesaw, GA 30144, Attn: Northwest Atlanta Library Team (NWAtlLibrary@BrasfieldGorrie.com).

2. Every interpretation made to a bidder will be in the form of an RFI Response prepared by the Construction Manager with assistance from the Architect and, when issued, will be on file in all of the offices to which the Contract Documents have been issued. It shall be the bidder's responsibility to obtain all RFI Responses and Addenda issued. All such RFI Responses and Addenda shall be listed on the Bid Form in the space provided and shall become part of the contract. Each bidder shall be bound by such, whether or not received by the bidder.

POST BID INFORMATION

1. Unless waived by the Owner, the successful bidder for each portion of the Project shall, within ten (10) days of notification of selection, submit the following information to the Construction Manager:

   A. Percentage of work to be performed by bidder with his own forces.

   B. Proprietary names of the suppliers or principal items, or systems of material and equipment proposed for the work.

   C. List of all sub-subcontractors who will perform work for the bidder and the percentage of work to be performed by each sub-trade contractor.

   D. Insurance Certificates.

   E. Executed Subcontract.

   F. A complete material cost breakdown for Owner's use.

   G. Submittal and Schedule Outline.

   H. Schedule of Values in a form acceptable to Construction Manager. For trades with work both inside and outside of a structure, work and costs associated with the structure shall stop five (5) feet outside the building line. The remainder of the work outside the structure (if any) will be described as "site".

2. Prior to the award of contract, Construction Manager will notify the bidder if he, or the Owner, after due investigation, has reasonable and substantial objection to any person or organization submitted. If such an objection is expressed and if the Construction Manager or the Owner refuses in writing to accept such person, or organization, the bidder may submit an acceptable substitute sub-subcontractor with an increase or decrease in his bid price to cover the difference in cost occasioned by such substitution. The Owner or Construction Manager may, at his discretion, accept the revised bid price or he may disqualify the bidder.

3. Sub-subcontractors and other persons and organizations proposed by the bidder and accepted by the Construction Manager and the Owner, must be used on the work for which they were proposed and accepted, and shall not be changed except with the written approval of the Construction Manager and the Owner.

4. The Owner, and/or the Construction Manager, reserves the right to remove, or cause to be removed from the Project, any employee of the subcontractor or their sub-subcontractors, whenever it deems, in its sole discretion, such action to be in the best interest of the Project. Such removal of undesirable personnel will in no way change or reduce the obligations of the subcontractor.

FORM OF CONTRACT

1. The form of Agreement between subcontractor and the Construction Manager is enclosed in the Bid Package Documents, copies of contract attachments are available upon request. The bidder shall take no exception to the terms and conditions of this Agreement.

2. Upon execution of the Subcontract Agreement by Construction Manager and successful bidder, the bidder will hereinafter be called the subcontractor and the Construction Manager may also be referenced as the Contractor.

AWARD OF CONTRACTS

1. It is intended that separate contracts shall be awarded for each bid package and that the work start as soon after award as possible; but bids may be held for a period not to exceed (120) days from the bid opening dates, and no bidder may withdraw his bid during this period.

2. Award of contracts for each portion of the Project will be made to the best and most responsive qualified bidder.

SUBSTITUTIONS/APPROVED EQUAL MATERIAL OR EQUIPMENT

1. Requests for substitutions will be considered only after receipt of the bid. No substitution will be considered unless written request for approval has been submitted by the bidder to the Construction Manager at bid time. Request shall be in the form of an alternate to the base bid and shall be so stated on the proposal form.

2. Materials, products and equipment described or named in the Bid Documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. Each bid shall be based upon the materials and equipment described, or named in the Bid Documents. Where systems or products are designated in the Specifications or on the Drawings by reference to trade names,

manufacturer's names, model numbers, catalog numbers, etc., bids shall be based on the specific system or products so designated, and the contract will be awarded on that basis, or substitutions/approved equal material, or equipment approved by Addenda.

3. Requests for substitutions/approved equal material or equipment will be entertained where the bidder considers that the proposed substitute will offer better service, more advantageous delivery date, or lesser price, with credit to the Owner, without sacrificing quality, appearance or function. It shall be understood that approval, or rejection is in no way an endorsement, or derogation of the product.

4. Each substitution/approved equal material or equipment request shall include an electronic copy of submittal data and six (6) complete sets of physical samples if applicable; contain the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data, and any other information necessary for evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposed. The Architect/Engineer's decision, made through the Construction Manager, of approval, or disapproval of a proposed substitution shall be final.

5. If approval is made of any proposed substitution/approved equal material, or equipment, such approval will be set forth in a written, or telegraphic RFI Response to the Contract Documents; issued by Construction Manager. Bidders shall not rely upon approvals made in any other manner.

SCHEDULES

1. The Project will be scheduled by the Critical Path Method by the Construction Manager. A detailed CPM Schedule is included in this Bid Package and is part of the contract Documents. The successful subcontractor will be required to furnish, within ten (10) days after notification of selection, information necessary to bring about a construction and purchasing schedule allowing for completion of the Project within the time allowed on the Master Project CPM Schedule. Information shall be in a form acceptable to the Construction Manager. The Construction Manager will require the subcontractor to review the Construction Manager's CPM Schedule, at intervals required by the progress of the Work.

2. The progress of the subcontractor is critical to the progress of the Project. Therefore, the schedule shown in the contract Scope of Work must be met. Failure to maintain this schedule will cause the subcontractor to be subject to assessment of milestone damages.

PERMITS

1. Unless otherwise provided in the Contract Documents, the Construction Manager shall

secure and pay for the building permit and impact fees. The subcontractor shall secure and pay for all other permits, (i.e. plumbing, mechanical, electrical, etc.) governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

ENGINEERING

1. Each bidder must include in his proposal all costs for verifying the suitability of the Work by others which affects the subcontractor's work, and perform all engineering, and surveying and field measurements which may be required to complete the Work.

2. Basic reference points and bench marks will be provided by Construction Manager. Subsequent surveying and field measurements from these points will be the responsibility of each subcontractor.

INSURANCE

1. The successful bidder shall provide General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance. Certificates of Insurance shall be on a form acceptable to the Construction Manager and shall provide an unconditional thirty (30) days written notice of cancellation. Subcontractors may be enrolled in an Owner-Controlled Insurance Program (OCIP) for General Liability Insurance at a later date, program documentation is available upon request.

UNIT PRICES

1. Unit prices, if requested in the Bid Documents, shall be used, where applicable, to pay for completed work contained in the Contract Documents, or to make adjustments to the cost of the Work of the contract due to changes to the Work required by the drawings and specifications. The prices shall be predicated upon the materials, methods and standards of quality set forth in the Contract Documents. Unit prices submitted shall be reasonable within the range of the current pricing in the region for complete in-place work. Unit prices shall include all costs for overhead, profit, all applicable federal, state, municipal or local taxes, labor material, equipment and any other incidentals related to completion of the work. Unit prices for deletions shall be the same as unit prices for additions. The selected bidder for each bid package shall hold his unit prices for the life of the subcontract agreement. Unit prices will not be a consideration in selecting the low bidder or as a basis of award of contract. The Owner and Construction Manager reserve their right to reject any unit price if considered excessive or unreasonable or to accept any and all such unit prices which may be considered fair and reasonable.

ALTERNATES

1. Alternates, if requested, are to enable the Owner to compare total costs where

alternate materials and methods might be used. Alternate prices are “all inclusive” and include all overhead and profit.

A. The successful bidder shall not modify, withdraw or cancel any of the alternate bids, for 120 days (unless a longer duration is identified in a specific alternate) after the date of Notice of Award.

B. Subcontractor shall be responsible for any changes in the Work affected by acceptance of these alternates. Claims for extras resulting from changes caused by the alternates will not be considered.

C. The Owner's selection of any alternate does not relieve the subcontractors of timely completion of the Project within the time periods indicated.

2. Materials and methods to be used in the Base Bid and in the Alternates are described in the contract documents.

RIGHT TO WORK

1. Consideration and acceptance of contracts shall be without regard as to whether or not the subcontractors, or its employees, are members of a labor union or labor organization. It shall not be a condition of making any bid or proposal, or for performance of work, that any person be a member of a labor union or labor organization.

MATERIAL, SUPPLIES & EQUIPMENT - OWNER'S SALES TAX EXEMPTIONS

1. Bidder shall include Georgia State and other applicable sales taxes for all material, supplies and equipment included in the Work.

2. If the Owner is tax exempt and exercises his right to purchase directly various construction materials, supplies and equipment that may be a part of this contract, then the Construction Manager will act as the Purchasing Agent for the Owner. The Owner will, via his purchase orders, purchase the materials, and each subcontractor shall assist the Construction Manager in the preparation of purchase orders. The materials shall be purchased from the vendors/suppliers selected by the subcontractor, for the prices negotiated by the subcontractor.

3. The contract amount shall be reduced by the net, undiscounted amount of the purchase orders, plus all sales taxes. Issuance of the purchase orders by the Owner shall not relieve the subcontractor of any of his responsibilities regarding material purchases, or installation, with the exception of the payments for the materials so purchased. Subcontractor shall remain fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting,

receiving, installation, cleaning and all applicable warranties.

OTHER OWNER-FURNISHED EQUIPMENT

1. Certain items scheduled in the Contract Documents are to be furnished directly by the Owner, to the project site unless otherwise indicated, and are to be received and installed by the subcontractor.

2. Within fifteen (15) calendar days after receipt of notification of selection for the award of a contract for the Work, the subcontractor shall submit to the Construction Manager, a schedule, giving desired dates for delivery of Owner-furnished items. Approved dates of delivery shall be confirmed to the Construction Manager thirty (30) days prior to delivery, by subcontractor. Subcontractor shall accept delivery on the established dates or be responsible for any damage resulting from his failure to take delivery of the shipment on established dates. Promptly upon delivery, the subcontractor, jointly with the Construction Manager, shall inspect the materials or equipment for possible shortage or damage in transit. If shortage or damage is found, subcontractor shall follow the instructions of the bill of lading for reporting to the carrier. Subcontractor shall submit a complete receiving report acceptable to the Construction Manager.

3. Subcontractor shall receive, store, protect, secure and unload the items, sign for, provide additional transportation required, uncrate, assemble, locate in place and install, or connect ready for operation and use and clean for final inspection. For details of construction and installation of each item, see drawings and standard details. Installation, or connection, shall be in accordance with specifications for such work, including fitting to adjacent work and any additional labor and material required. All materials/equipment received shall be properly and legibly listed and signed for on Owner's "Receiving Ticket" form, as well as Shipper's packing slip. The receiving person's name and company must be legibly shown on all such documents.

SEQUENCE OF CONSTRUCTION

1. The sequence of construction shall be as outlined in the CPM Schedule.

APPRENTICE LABOR REQUIREMENTS

1. This project shall be subject to apprentice labor requirements as enumerated in Georgia Statutes. The Subcontractor is hereby instructed to become familiar with the conditions contained in the aforementioned documents and to abide by them under penalty of law.

DISQUALIFICATION OF BIDDERS

1. Any or all Proposals may be rejected if there is reason to believe that collusion exists

among the Bidders. Participants in such collusion will not be considered in future Proposals for the same Work. Proposals in which prices are obviously unbalanced may be rejected by the Owner.

2. Falsification of any entry made on a Bidder's Prequalification Statement or Proposal will be deemed a material irregularity and will be grounds for rejection.

DRUG FREE WORKPLACE CERTIFICATION

1. Bidders shall provide evidence for certification of a drug free workplace. Preference may be given to businesses with drug-free workplace programs whenever two or more bids which are equal with respect to price, quality, service and location are received for the procurement of a Subcontract for this project.

BIDDER PREFERENCES

1. If all other factors are equal, preference will be given to a Georgia resident Bidder over an out-of-state resident. If all Bidders are Georgia residents, a Fulton County Bidder will receive preference; if there is no Fulton County Bidder, preference will be given to the Bidder closest to Fulton County. If all Bidders reside out-of-state or all reside within Fulton County, preference shall be given to the Bidder who certifies it has implemented a drug-free workplace program. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

GEORGIA PRODUCTS AND LABOR

1. In accordance with applicable Georgia Statutes, on public building Contracts, Georgia products and labor shall be used wherever price and quality are equal, subject to considerations set forth in the Statutes relating to comparisons of quality and fitness or materials and equipment as well as qualifications, character, and responsibility of contractors and builders proposed for employment.

MINORITY, WOMEN & DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PARTICIPATION

1. CONSTRUCTION MANAGER COMMITMENT
   As a matter of policy, Construction Manager is committed to providing opportunities for all businesses, including small, minority, women, and disadvantaged business enterprises, in the procurement of goods and services and construction related subcontracting. Construction Manager firmly believes that in our free enterprise system, every attempt must be made to fully utilize all of our resources, human as well as material. Our commitment is to promote and maximize the opportunities for MWDBE participation on our projects through the development of mutually beneficial business relationships with

the various organizations, subcontractors, suppliers and vendors. Upon request, Construction Manager will make available our talent, knowledge and resources to assist in the development of these business relationships.

2. PROJECT REQUIREMENTS AND GOALS

There are no minimum requirements or stated goals for Minority, Women and Disadvantaged Business Enterprise (MWDBE) participation for this project, although Bidders, to the extent consistent with quality, price, risk, and other lawful and relevant considerations, are encouraged to include and/or provide opportunities for MWDBE participation and shall exercise good faith efforts to maximize MWDBE participation for the Work of this Bid Package. MWDBE participation will not be used by the Construction Manager or Owner as a basis of award.

WORKER SCREENING

1. There will be a Worker Screening program in place for this jobsite which all subcontractors, sub-subcontractors, suppliers, consultants, and other firms supplying materials, equipment, or labor, or performing services or work on the project will be required to adhere to. This includes participation in the U.S. Department of Homeland Security E-Verify Program.

JOBSITE PROCEDURES

1. Each Subcontractor shall be responsible for providing their own storage sheds, storage containers, gang boxes, etc. needed for his work. The Subcontractor shall be responsible in all respects for the contents stored therein. Construction Manager approval shall be obtained for any storage and staging areas prior to the Subcontractor mobilization. No materials or equipment shall be stored within the building unless authorized in writing by the Construction Manager.

2. Drinking water and ice shall be provided by each Subcontractor. All utilities, related infrastructure, connections, fees, etc. for Subcontractor office trailers (if such trailers are approved by the Construction Manager) will be the responsibility of the Subcontractor. Any special utility requirements (i.e. utility requirements other than standard 120V receptacles and standard ¾" hose bibbs) required in the performance of the Subcontractor's work shall be the responsibility of the Subcontractor. Temporary heat and/or ventilation required to properly execute the work will be the responsibility of the Subcontractor.

3. No signs shall be posted by any Subcontractors unless approved in writing by the Construction Manager.

4. The Construction Manager will determine the areas where employees may park. Unauthorized vehicles parked on-site will be towed at the Owner's expense. All

construction personnel shall enter and exit the construction site through the construction entrances designated by the Construction Manager.

5. Dumpsters will be provided by the Construction Manager for construction debris only. The dumpster location(s) will be designated by the Construction Manager. It is the responsibility of the Subcontractor to remove construction debris from the building or site and to place the construction debris into the dumpsters. The following materials will not be allowed in dumpsters and it is this Subcontractor's responsibility to dispose of these items in a lawful manner: Hazardous materials of any kind, Buckets of any size, Carpet remnants, Household trash, Perishable items, Liquids, Appliances, and Computers.

BID PROPOSAL FORM

PROJECT: Northwest Atlanta Library
2489 Perry Boulevard
Atlanta, Georgia 30318

SCOPE OF WORK: _____

COMPANY: _____

DATE SUBMITTED: _____

TO: Brasfield & Gorrie
c/o Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street SW, Suite 1168, Atlanta, GA 30303

1. _____, the undersigned, do hereby declare that we have carefully examined the site of the proposed Work and the Contract Documents. We do hereby agree to furnish all material, transportation, equipment, hoisting, labor and supervision required to do all Work in strict accordance with the Contract Documents for the following Base Price.

   A. BASE BID (Single Scope)

      Total bid price for all Work, complete, in accordance with the Contract Documents inclusive of the appropriate Scope Sheets:

      _____ Dollars ($_____)
      *Base Bid not to include P&P Bonds.

   B. BID ALTERNATES

      The following Alternate Pricing is provided for the purpose of allowing Bidders to price the Alternates described in the Specifications. Alternate dollar amounts not to include P&P Bonds.

      i. Sika Sarnafil décor roof system G410 Feltback, 72 mil in Light Gray color.

         Add / Deduct / No Change Dollars: $_____

      ii. Eliminate development related to the Outdoor Children's Program. Omit the pavement, bench and enclosure. Provide a sidewalk from the Children's Program Space Exit extending a distance of approximately 15 feet.

Add / Deduct / No Change Dollars: $_____

C. VOLUNTARY ALTERNATES

The following Alternate Pricing is provided for the purpose of allowing Bidders to price any additional alternates they think would be beneficial to the project Scope. Please provide a detailed description of any and all Alternate Pricing. Alternate dollar amounts not to include P&P Bonds.

i. DESCRIPTION OF ALTERNATE:
_____
_____
_____
_____

Add / Deduct / No Change Dollars: $_____

ii. DESCRIPTION OF ALTERNATE:
_____
_____
_____
_____

Add / Deduct / No Change Dollars: $_____

iii. DESCRIPTION OF ALTERNATE:
_____
_____
_____
_____

Add / Deduct / No Change Dollars: $_____

iv. DESCRIPTION OF ALTERNATE:
_____
_____
_____
_____

Add / Deduct / No Change Dollars: $_____

v. DESCRIPTION OF ALTERNATE:
_____

_____
_____
_____

Add / Deduct / No Change Dollars: $_____

2. PAYMENT AND PERFORMANCE BONDS

   The cost of Payment and Performance Bond premium shall not be included in the Proposal Sum (Base Bid, Alternates or Unit Prices). The cost to add Payment and Performance Bond premiums to the Proposal Sum are as follows (Note: Documentation of bond costs may be required before awarding a Contract):

   A. Add Payment and Performance Bonds to Base Bid. Dollars $_____

   B. Payment and Performance Bond Rate. Percent _____%

3. This proposal complies with the Instructions to Bidders and Scope Sheets, as well as Contract Documents dated February 19, 2014. Initial _____

   We acknowledge receipt of Addenda dated: _____

   We acknowledge receipt of RFI responses dated: _____

4. What percentage of work will be performed by a MBE contractor? _____%

BIDDER: _____

ADDRESS: _____
_____

TELEPHONE: _____

BY: (Authorized Signature) _____

Subcontractor shall perform all work necessary or incidental for completion of all WATERPROOFING work in accordance with the contract documents. It is further understood and agreed that this subcontract specifically includes, but is not limited to the following items which are listed herein for further definition:

General Scope:

Subcontractor has read and examined the drawings prepared by Collins Cooper Carusi dated 2.19.14 and has taken these documents into consideration for all work covered under this scope.

Subcontractor includes all necessary traffic control while their scope of work is being completed.

Subcontractor includes multiple mobilizations as required to complete subcontractor's scope of work.

Subcontractor includes submission of all LEED products and documentation as required by the project specifications.

Subcontractor is responsible for the receipt, unloading, handling, rigging, hoisting and site inventory of all of their material.

Subcontractor includes all state and local taxes.

Subcontractor includes all mockups per the Contract Documents.

Subcontractor includes a complete submittal package including product data, LEED submittal data, shop drawings, and samples as required by the contract documents.

Subcontractor includes the Stainless Steel Base Flashing and Rigid Insulation at the exterior concrete building foundation wall.

Subcontractor includes the Rigid Insulation shown on the exterior sheathing and the associated weather barrier to cover it.

Subcontractor's Scope of Work:

SELF-ADHERING SHEET WATERPROOFING (07 1326)

1. Subcontractor includes furnish and install of all self-adhering modified bituminous sheet waterproofing.

2. Subcontractor includes a two year warranty from defects in materials and workmanship.

3. Subcontractor includes all material from an approved manufacturer as listed in the specifications.

4. Subcontractor includes all auxiliary materials as required to provide a complete sheet waterproofing system.

5. Subcontractor includes the molded sheet drainage panels from the approved manufacturers listed in the specifications.

FLUID-APPLIED MEMBRANE AIR BARRIERS (07 2726):

1. Subcontractor includes furnish and install of fluid-applied, vapor retarding membrane air barriers as shown on the contract documents.

2. Subcontractor includes all material from an approved manufacturer as listed in the specifications.

3. Subcontractor includes all accessory materials as required to provide a complete air barrier system.

JOINT SEALANTS (07 9200)

1. Subcontractor includes furnish and install of joint sealants at the locations noted in the joint sealant schedule in the specifications.

2. Subcontractor includes all material from an approved manufacturer as listed in the specifications.

3. Subcontractor includes a 5 year special installers warranty and a 20 year special manufacturer's warranty to repair or replace those joint sealants that do not comply with the requirements in the project specifications.

BRASFIELD & GORRIE
GENERAL CONTRACTORS

INTERNAL USE ONLY

V #: _____
VR #: _____
Order #: _____
Subcontract # : _____
Cost Code: _____
Start Date: _____

SUBCONTRACT AGREEMENT
GEORGIA

CONTRACTOR: **BRASFIELD & GORRIE, L.L.C.** ("Contractor")

Phone: _____ **Fax:** _____

SUBCONTRACTOR: _____ ("Subcontractor")

Phone: _____ **Fax:** _____

Email: _____

WORK: _____ ("Work")

PROJECT: _____ ("Project")

OWNER: _____ ("Owner")

ARCHITECT –
ENGINEER: _____ ("Architect")

PRIME CONTRACT: dated _____ ("Contract")

SUBCONTRACT PRICE: _____ Dollars
(_____) Dollars ("Price")

MONTHLY BILLING DATE: _____ ("Monthly Billing Date")

MONTHLY BILLING MAILED TO:
(_____ Original _____ Copies)

RETAINED PERCENTAGE ("Percent") ("Retained Percentage")

DEFAULT PROTECTION _____ SDI _____ P & P Bonds _____ Not Required

(The above terms are incorporated by reference and are more fully explained below.)

On this _____ ("Contract Date"), Contractor and Subcontractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

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ARTICLE 1 – THE WORK

1.1 Subcontractor shall furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to perform the work described in Schedule A attached hereto (the "Work"), being a portion of the work required of Contractor under the Contract between Owner and Contractor. The Work shall be performed by Subcontractor strictly in accordance with the Contract Documents, which consist of the Contract and the plans, drawings, specifications, addenda and other documents identified in Schedule B attached hereto, and all modifications issued hereafter thereto (the "Contract Documents"). If the Contract requires the Contractor to incorporate specific provisions or requirements in subcontract agreements, Subcontractor agrees that all of those provisions or requirements are incorporated in the Subcontract. Some of these provisions or requirements, along with other provisions, may be incorporated in a Rider attached hereto. Any changes to the Terms and Conditions are not incorporated unless stated in the attached Addendum, if any, and signed by both parties.

1.2 Contract Documents are available for examination by Subcontractor at the office of Contractor. The Contract made available to Subcontractor will be an unpriced copy. Subcontractor represents and agrees that it has had access to all Contract Documents and has carefully examined and understands the Contract Documents that Subcontractor deems relevant to the Work; has previously notified Contractor in writing of all ambiguities, inconsistencies and omissions, if any, in the Contract Documents that relate to the Work; has adequately investigated the nature and conditions of the Project site and locality; has familiarized itself with conditions affecting the difficulty of the Work; and has entered into this Subcontract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Contractor.

1.3 In the performance of the Work, Subcontractor agrees that, except as expressly otherwise stated in this Subcontract, it is bound to Contractor by the terms and conditions of the Contract Documents and that Subcontractor is obligated and liable to Contractor to the same extent Contractor is obligated and liable to Owner. Subcontractor hereby assumes toward Contractor all of the duties, obligations and responsibilities that Contractor has by the Contract Documents assumed toward the Owner. Subcontractor agrees to be bound by all interpretations, decisions or other written instructions by Owner, Architect, any court, arbitration panel, administrative tribunal or other body relative to any question, interpretation, ambiguity or discrepancy in the Contract Documents in the same manner as Contractor is bound; and Subcontractor agrees to comply with and to perform the Work as required by such interpretations, decisions or other written instructions. If Subcontractor incurs any additional cost, delay or disruption to the Work as a result of any such interpretation, decision or written instruction or as a result of any inadequacy or unsuitability, including without limitation, ambiguity, inconsistency or omission in the Contract Documents, Contractor shall only be obligated to pay additional compensation to Subcontractor or to extend the Subcontractor's time for performance if Contractor receives additional compensation or an extension of time from Owner, and then only to the extent, if any, of Subcontractor's equitable portion of such additional compensation or extension of time.

1.4 The Contract Documents and this Subcontract shall be read and interpreted together. If there is a conflict regarding the scope of the Work, the document requiring the more extensive work shall prevail unless the Contract directs otherwise. Otherwise, this Subcontract shall govern in the event of any conflict between the Contract Documents and Subcontract pertaining to the relationship between Contractor and Subcontractor.

ARTICLE 2 - PRICE

Contractor shall pay to Subcontractor for the satisfactory performance and completion of the Work under this Subcontract the sum set forth above as the Price, subject to additions and deductions as herein provided. To the extent that the Work or any changes or modifications thereto are to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C based on actual quantities determined in accordance with the Contract Documents and this Subcontract. The Price and all unit prices shown in Schedule C include compensation for all costs, direct and indirect, of Subcontractor's performance of the Work or changes thereto.

ARTICLE 3 – PROGRESS PAYMENTS

3.1 Within the (10) working days of execution of the Subcontract, Subcontractor shall submit to Contractor for approval a detailed schedule showing a cost breakdown of the Price according to the various line items, or parts, of the Work (with overhead and profit allocated to each item or part of the Work), for use only as a basis for checking Subcontractor's applications for payment.

3.2 Monthly Billing. On or before each Monthly Billing Date, Subcontractor shall submit to Contractor a progress payment application on Contractor's form. The application shall include the value of the portions of the Work completed, and if the Contract Documents provide for payments for stored materials, the value of the material suitably stored (to the satisfaction of Contractor and Owner) at the Project site or other approved location ("Stored Materials"). Subcontractor shall submit a partial release of lien and general release on Contractor's form with each payment application.

3.3 Payments. Subject to Article 5, within five (5) working days after receiving a progress payment from Owner, Contractor shall make a progress payment to Subcontractor equal to the approved value of the completed portions of the Work and the Stored Materials which were included in the Contractor's billing to Owner, less (a) all previous payment, (b) retainage (and any other reserve or withholding provided for in this Subcontract) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor. Any estimate or determination made by Owner (or Architect) of the value of the completed portions of the Work or of any deduction or offset for damages to the Work or for charges chargeable by Owner to Contractor on account of the Work, shall be binding on Subcontractor. Subcontractor acknowledges and agrees that the parties have agreed to specific payment terms in this Subcontract and therefore that the provisions of Georgia Code Ann. Section 13-11-1 et.seq. do not apply.

ARTICLE 4 – FINAL PAYMENT

4.1 Final billing from Subcontractor, including billing for all Change Orders, shall be submitted to Contractor not later than thirty (30) calendar days after completion of the Work.

4.2 The final payment, consisting of the unpaid balance of the Price, shall be due and payable within thirty (30) calendar days after all the following have occurred: (a) completion of the Work by Subcontractor; (b) acceptance of the Work by Architect and Owner; (c) final payment by Owner to Contractor under the Contract on account of the Work; (d) Subcontractor has furnished to Contractor satisfactory evidence that there are no outstanding debts to Contractor or outstanding claims, obligations, encumbrances or liens for labor, services, materials,

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equipment, taxes or other items incurred in connection with the Work; (e) delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings and similar items required of Subcontractor or its suppliers or subcontractors; and (f) delivery of a release of lien and general release on Contractor's form executed by Subcontractor. Contractor agrees that it is not the intent of this Subcontract that Subcontractor would be denied payment for work performed under this Subcontract or a Change Order and performed in full compliance with the Contract Documents because of Owner's refusal to pay Contractor for such work. Subcontractor acknowledges and agrees that the parties have agreed to specific payment terms in this Subcontract and therefore that the provisions of Georgia Code Ann. Section 13-11-1 et.seq. do not apply.

ARTICLE 5 – PAYMENT CONDITIONS

5.1 Contractor shall have the right at all times to contact Subcontractor's subcontractors and suppliers to insure that they are being paid in accordance with the terms of this Subcontract and the terms of their agreements with Subcontractor for labor or materials furnished for use in performing the Work. Subcontractor agrees that Contractor may, at any time, make payments due to Subcontractor by checks jointly payable to Subcontractor and one or more of Subcontractor's subcontractors or suppliers.

5.2 Withholding. In addition to retainage, Contractor may withhold from any progress or final payment all amounts which are reasonably necessary to protect Contractor against all risks, including, without limitation, attorneys' fees, if any of the following occur: (i) Subcontractor fails to provide evidence satisfactory to Contractor that each of its subcontractors, suppliers and laborers has been paid for all labor, services, materials, and supplies used in the performance of the Work through the end of the pay period covered by the last progress payment (ii) the Owner reduces a payment to Contractor or backcharges Contractor for reasons attributable to the Work; (iii) a portion of the Work is unacceptable to Contractor, Owner or Architect; (iv) a third party asserts a claim against Contractor arising from the Work or evidence reasonably indicates that such a claim(s) may be filed; (v) the Subcontractor fails to carry out the Work in accordance with the Subcontract; (vi) the Work is not progressing in accordance with or will not be completed within the time allowed by the Schedule; (vii) Subcontractor fails to furnish certificates of insurance in compliance with Article 12 or bonds in compliance with Article 11or fails to qualify for subcontractor default insurance in accordance with Schedule G; (viii) Subcontractor has not executed all contract documents, (ix) certified payrolls, if required, are not current; (x) Subcontractor or any of its sub-subcontractors or suppliers performing any portion of the Work file liens against the project, or (xi) Subcontractor is in default, (xii) evidence reasonably indicates that Subcontractor may not be able to fulfill its warranty obligations, or (xiii) Subcontractor has not met its obligations under another subcontract with the Contractor.

5.3 No Payment shall be evidence of the performance or progress of the Work, or constitute or imply acceptance by the Contractor of any portion of the Work. Subcontractor agrees that acceptance of any payment shall constitute a release of the Contractor from all claims, or liability, other than for retainage, for any work, services, materials or equipment performed or furnished or for anything which occurred or which failed to occur during the payment period to which the payment relates. Acceptance of final payment by Subcontractor shall constitute a general release of Contractor, its surety and Owner.

5.4 Sums are Tentatively Earned. All sums tentatively earned by Subcontractor by the partial or complete performance of the Subcontract work and any balance of unearned Subcontract Price, if and when paid by Owner to the Contractor, shall constitute a fund for the purpose of a) full and timely completion of the Subcontract Work and fulfillment of all Subcontract requirements, b) payment of any back charges or claims due Contractor from Subcontractor based upon this Subcontract or otherwise, and c) payment to the sub-subcontractors, workers, design professionals, material and service suppliers of Subcontractor, and others who have valid and enforceable mechanic's lien claims or valid and enforceable bond claims (if the Project is bonded). Such tentative earnings shall not be due or payable to Subcontractor or anyone else claiming in Subcontractor's place and stead, including but not limited to a Trustee in bankruptcy or receiver, until and unless such Subcontract work is fully and satisfactorily completed, all Subcontract requirements are fulfilled, Contractor and such persons are fully paid and satisfied and the provisions of Article 4 are fully satisfied. Subcontractor agrees to promptly pay all sub-subcontractors, workers, vendors and suppliers of Subcontractor and to provide Contractor with each application for periodic progress payments and the final payment, such lien waivers or proof of such payment as Contractor may require. At any time, Contractor may demand additional written evidence of Subcontractor's capability to perform and of such payments to such persons by Subcontractor. Subcontractor declares all funds received by Subcontractor from Contractor hereunder shall be deemed to be held by Subcontractor in Trust for the benefit of those furnishing work, labor, materials, services, equipment, etc., to or through Subcontractor for the Subcontract Work.

ARTICLE 6 – TIME

6.1 Time is of the essence in the performance of this Subcontract. Subcontractor is aware of the Contract Time (as defined in the Contract Documents) and agrees to take any and all steps necessary to insure that the Work is performed in such time as to permit Contractor to meet its obligations to Owner in accordance with the schedule for the Project to be prepared by Contractor ("the Schedule"). If Subcontractor fails to maintain the progress required by the Schedule and such failure is Subcontractor's fault, in whole or in part, Subcontractor agrees, at its sole cost and expense, to take whatever actions are necessary to get the Work back on schedule.

6.2 Subcontractor agrees at its sole cost and expense: (a) to submit to Contractor within fourteen (14) calendar days of the date of the Subcontract, a detailed, proposed schedule for the Work for Contractor's use in preparing the Schedule for the Project; (b) to begin the Work upon Contractor's order to do so; (c) to cooperate with Contractor and its other subcontractors and the other contractors, if any; (d) to perform the Work in such sequence as Contractor may direct; (e) when requested, to provide all information required to prepare updates or revisions to the Schedule; and (f) to furnish at all times sufficient and qualified forces and supervision, adequate and conforming materials, equipment, tools and all other things necessary to achieve the progress required by the Schedule. Subcontractor agrees that Contractor has full discretion with regard to preparation of the Schedule and updates or revisions thereto during the course of the Project, and that Subcontractor shall perform the Work in accordance with the requirements of the Schedule and all revisions or updates thereto.

6.3 Subcontractor agrees: (a) to order (for manufacturer and/or purchase and delivery) all materials and equipment required for the Work as soon as possible to avoid delays caused by unavailability; (b) to furnish Contractor within thirty (30) calendar days of the date of this Subcontract a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the dates on which such materials and equipment are expected to be delivered to the Project site; (c) to furnish Contractor, upon demand, a copy of each major purchase order and subcontract (at Subcontractor's option, price information may be deleted); (d) to cause a qualified home office supervisory representative to attend scheduled progress meetings; and (e) to notify Contractor immediately and confirm in writing within forty-eight (48) hours, if Subcontractor finds that any item cannot be delivered as required to maintain the Schedule.

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6.4 Damages. Subcontractor represents that it has satisfied itself as to any provision in the Contract Documents concerning liquidated damages, and agrees that in the event liquidated damages are imposed by Owner on Contractor as the result, in whole or in part, of the performance or non-performance of Subcontractor, such liquidated damages (or an appropriate share thereof) will constitute one element of the damages that Contractor shall be entitled to recover from Subcontractor by backcharge or otherwise. In addition, Subcontractor agrees to reimburse Contractor for any loss or damage, including damages that may become due to the Owner under the Contract Documents, and for any extra expense incurred by the Contractor that result from Subcontractor's failure to deliver timely any and all materials or failure to perform timely any and all Work.

ARTICLE 7 – EXTENSION OF TIME

Subcontractor shall be granted an extension of time for delays in the performance of the Work only to the extent an extension is allowed the Contractor by the Owner for performance of the Work; provided, if Subcontractor is delayed by Contractor or other subcontractors of Contractor, and Subcontractor gives the required notice, Subcontractor shall be entitled to an extension of time equal to the delay. Regardless of the cause of the delay, the Subcontractor agrees it shall not be entitled to compensation or damages for any delay (including, without limitation, impact, cumulative impact, labor, inefficiency and disruption) in the performance of the Work except to the extent that Contractor shall receive such compensation or damages from Owner or other third party. Subcontractor shall not be entitled to an extension of time or to compensation or damages for any delay unless a written notice of and necessary support for that delay is delivered to Contractor within two-thirds of the time period allowed by the Contract Documents or within seven (7) calendar days of the beginning of the event causing the delay, whichever is the shorter period of time.

ARTICLE 8 – CHANGES

8.1 Without notice to Subcontractor's surety and without invalidating this Subcontract or the surety bonds, Contractor may from time to time, by written directive to Subcontractor, require Subcontractor to make changes in the Work (both additions and deletions), and the changed work shall be part of the Work. Subcontractor shall perform changed work as part of the Work and in accordance with the terms of this Subcontract, when directed to do so in writing by Contractor.

8.2 Subcontractor specifically agrees that it is bound by any and all disclaimers in the Contract Documents that relate to subsurface conditions, latent conditions, differing conditions, unknown conditions or that otherwise deal with changed conditions at the Site ("Differing Conditions"). Should Subcontractor encounter Differing Conditions during the progress of the Work, Contractor's attention shall be called to same in writing before such conditions are disturbed.

8.3 Within two-thirds of the time period required by the Contract Documents or seven (7) calendar days of a change in the Work or discovery of a Differing Condition, whichever is the shorter period of time, Subcontractor shall submit to Contractor a written proposal for the change in the Work or the Differing Condition amply detailed and supported and conforming to the requirements of the Contract Documents and the Subcontract. Subcontractor agrees that it waives all its rights to both price and time adjustments if it fails to submit its written proposal within the required time.

8.4 Subcontractor agrees that adjustments in the Price (including the Subcontractor's costs, if any, caused by changes to the work of others) or the time for the Work for changes directed by Owner for the Differing Conditions shall be limited to Subcontractor's portion of the adjustments actually made by Owner under the Contract Documents (less, in the case of price adjustments, any markup or other similar amount allowed by Owner for Contractor's account). When changes are the subject of unit prices under Schedule C, the Price adjustment shall be limited to the amount obtained by applying such unit prices to the number of units actually allowed by Owner.

8.5 Subcontractor's price quotations for all changes or Differing Conditions shall be based on actual savings or costs. Actual savings and costs will include the following items: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and other charges or fringe benefits required by law, agreement or custom; workmen's compensation insurance; bond premiums; actual rent for, or reasonable rental value of Subcontractor owned equipment and machinery; all other costs to be incurred in or as a consequence of the change or Differing Conditions plus allowances for all direct and indirect overhead costs (site, branch and home office); and profit.

8.6 A Change Order to this Subcontract is a written modification of terms of the Subcontract signed by the parties. Once an agreement has been reached with respect to whether Subcontractor is entitled to price or time adjustments as a result of changed work, including deleted work, or Differing Conditions, the agreement shall be reflected in a Change Order.

8.7 The parties agree to attempt to determine the amount of any Price adjustment and the extent of any time adjustment (a) prior to performance of the changed work for a change which adds any work; (b) prior to the deletion for a change which only deletes work; and (c) promptly after the discovery of Differing Conditions for Differing Conditions. Subcontractor, however, will promptly proceed with changes (whether additions or deletions) and with the Work despite Differing Conditions when directed to do so in writing by Contractor even if Subcontractor and Contractor have not agreed upon price and time adjustments related to the changes or Differing Conditions. In such event, Subcontractor shall maintain records of the actual costs Subcontractor incurred or saved as a result of the changes or as a result of the Differing Conditions and furnish such records to Contractor on a weekly basis. The final adjustment in the Price or time of performance as a result of the changed work or the Differing Conditions will then be determined after final completion of the Work. Subcontractor's failure to comply with a written directive from Contractor to proceed with a change or to proceed with the Work despite Differing Conditions is a material breach of this Subcontract.

8.8 Subcontractor shall not proceed with changed work in any event unless it first receives a written directive from Contractor or a Change Order which covers the changed work has been issued and agreed to. Subcontractor shall not be entitled to either a price or time adjustment if it performs changed work before receiving a written directive or a Change Order from Contractor to perform such changed work.

ARTICLE 9 – DISPUTES CONCERNING WORK SCOPE

In the event there is a dispute whether any work is part of the Work, Subcontractor shall proceed with such work as if it were part of the Work on receipt of a written directive to do so from Contractor. Subcontractor shall make the claim, if any, for a Price or time adjustment as if such work were changed work; and if Contractor and Subcontractor cannot reach an agreement with regard to the work in dispute, then the issue shall be resolved through arbitration as provided in Article 29.

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ARTICLE 10 – PRICING AND DOCUMENTATION

10.1 General. Subcontractor agrees to comply fully with all federal, state and local laws, ordinances and regulations relating to cost and pricing data (including certification thereof), audit of books and records and certification of claims to the full extent such laws, ordinances and regulations are applicable to the Contractor.

10.2 Price and Cost Data. In addition to and without limiting the obligations imposed in Paragraph 10.1 above, Subcontractor agrees and represents that all cost and pricing data and all data related to requested time adjustments submitted by it in connection with any claim, proposal or request for an addition to or decrease in the Price or for an extension of time (including, without limitation, a request or proposal for a Change Order and/or claims made in arbitration and litigation) shall be accurate and complete, shall accurately represent the actual costs Subcontractor has incurred or saved or reasonably expects to incur or save and shall set forth the adjustment in the Price and extension of time that Subcontractor in good faith believes it should receive.

10.3 Audit. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, Subcontractor agrees that Contractor has the right to cause the books and records of Subcontractor to be audited by Contractor or an independent auditor selected by Contractor in order to verify the completeness and accuracy of the cost and pricing data submitted by Subcontractor to Contractor in connection with any claim or proposed or requested adjustment to the Price. Contractor shall bear the cost of such audit unless the audit establishes that Subcontractor's cost and pricing data was not complete and accurate, in which case Subcontractor shall bear the cost. The purpose of Paragraph 10.3 is limited to providing the right of audit when necessary to verify the completeness or accuracy of cost and pricing data submitted by Subcontractor in connection with any change proposal claim or requested adjustment to the Price.

10.4 Certification of Claims. In addition to and without limiting the obligation assumed in Paragraph 10.1 above, upon written request of Contractor, Subcontractor agrees to cause a responsible, authorized Officer to execute and furnish to Contractor a certificate certifying that any claim submitted by Subcontractor to Contractor is made in good faith, that the supporting data are accurate and complete to the best of Subcontractor's knowledge and belief, and that the price or time adjustments requested accurately reflect the adjustment(s) for which the Subcontractor believes the Contractor and/or Owner is liable.

10.5 Indemnity. In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, Subcontractor agrees to indemnify and hold Contractor harmless from all costs, expenses (including legal and accounting fees and associated costs), fines, forfeitures, claims and other liabilities that Contractor incurs, in whole or in part, as a result of Subcontractor failing to comply fully with any obligation arising under paragraphs 10.1, 10.2, 10.3 or 10.4 above.

ARTICLE 11 – BONDS AND SUBCONTRACTOR DEFAULT INSURANCE

11.1 If so indicated on page 1 hereof, or at any time thereafter as provided in 11.6 below, Subcontractor shall furnish, within ten (10) calendar days of the date of the Subcontract, at its expense, separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor. Furthermore, Contractor may require the Subcontractor to provide payment and performance bonds at any time prior to the commencement of Subcontractor's work or within thirty (30) days thereafter, and such cost will be reimbursable to the Subcontractor. Subcontractor specifically acknowledges that failure to qualify for participation in Contractor's Subcontract Default Insurance program may result in Subcontractor being required to provide payment and performance bonds in accordance with the terms of the previous sentence.

11.2 No payment shall be made to Subcontractor for work performed pursuant to this Subcontract until the required payment and performance bonds have been delivered to Contractor. Provided, in the event the Subcontractor cannot provide the Contractor with the required payment and performance bonds, Contractor may elect, without waiving the right to insist upon such bonds at any time, to permit the Subcontractor to proceed without bonds. If Contractor subsequently elects to insist on bonds, and Subcontractor either refuses to or cannot provide payment and performance bonds, then Contractor shall have the right to terminate Subcontractor's right to proceed under this Subcontract in accordance with Paragraph 27.2 and to pursue any and all other remedies available to Contractor.

11.3 Subcontractor shall furnish an additional and/or substitute performance bond and labor and material payment bond, with a surety or sureties satisfactory to Contractor if:

(a) Any surety upon any bonds furnished with this Subcontract becomes unacceptable to the Contractor.
(b) Any surety fails to furnish reports on its financial condition as may be required by the Contractor.
(c) The Price is increased so that penal sum of any bond becomes inadequate in the sole opinion of the Contractor.

11.4 Contractor has the right, but not an obligation, to require a Consent of Surety for any modification, change or alteration to the Subcontract. Failure of Subcontractor to submit a Consent of Surety within seven (7) calendar days after Contractor requests the consent will constitute a material breach of the Subcontract.

11.5 Contractor has the right, but not an obligation, to make final payments, including payment of retainage, by joint check to Subcontractor and Subcontractor's surety.

11.6 Contractor reserves the right at any time during the Subcontract and Guarantee period outlined in Article 21, to require the Subcontractor to provide separate performance and labor and material payment bonds, each in an amount equal to the Price, on Contractor's standard forms and with a surety or sureties satisfactory to Contractor. If bonds were not originally required at the commencement of the Subcontract, Contractor agrees to issue a Change Order for an equitable Price adjustment to cover the premium costs associated with the bonds."

ARTICLE 12 – INSURANCE

12.1 Before commencing the Work, Subcontractor shall provide and pay for insurance coverages not less than those specified in Schedule D attached hereto from companies acceptable to Contractor. The limits and types of insurance required by this Subcontract are the minimums required and may not be sufficient to meet Subcontractor's insurance needs. The limits and types of insurance required by this Subcontract shall not relieve, reduce or limit the liability of the Subcontractor. Such insurance shall remain in effect for three (3) years after completion of the project. If the Project includes residential property, the insurance provided shall not exclude residential work; such exclusion shall be considered a material breach of this subcontract.

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12.2 Subcontractor shall furnish a certificate and the appropriate general liability endorsements, satisfactory to Contractor, from each insurance company providing coverage to Subcontractor. The certificate shall show the required insurance to be in force and Subcontractor shall not cancel, non-renew or materially changed except after providing at least thirty (30) days actual, written notice to Contractor or longer if required by the Contract Documents. Contractor shall have the right, but not the obligation, to review all of Subcontractor's insurance policies applicable to the Project. Any insurance company providing any of Subcontractor's insurance shall be licensed to transact the business of insurance in the state where the project is located and have an A.M. Best Rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide. Failure of the Contractor to verify that the insurance requirements have been met will not be construed as a waiver of Subcontractor's obligation to maintain such insurance. Acceptance by Contractor of delivery of any certificates of insurance does not constitute approval or agreement by Contractor that the insurance requirements of this Subcontract have been met, and failure of Contractor to identify a deficiency from evidence provided will not be construed as a waiver of Subcontractor's obligation to maintain such insurance.

12.3 With respect to the insurance required to be furnished by this agreement, Subcontractor and its sub-subcontractors and their insurers hereby waive all rights of subrogation against the Contractor, the Owner, and their Officers, Agents, and Employees and any other entity(s) or person(s) required by the contract between Contractor and Owner.

12.4 Subcontractor shall immediately advise Contractor, in writing, of the facts and details of every accident and personal injury occurring in connection with the Work and shall make available, if requested by Contractor, a copy of every accident report made to Subcontractor's insurance carrier(s).

12.5 In the event that damage or loss to the Work is covered by any Builder's Risk or similar property insurance policy provided by the Contractor or Owner, Subcontractor agrees to pay its pro-rata share of any applicable deductible as the loss to Subcontractor's Work applies to the total loss.

12.6 Before beginning any work on the project, Subcontractor shall cause Contractor, Owner, Architect, Engineer and their Officers, Agents and Employees and any other entity(s) and or person(s) required by the contract between the Contractor and the Owner, to be named as additional insureds under the Subcontractor's General Liability, Automobile Liability and Excess Liability Policy(s). Subcontractor and its insurer(s) agree that for liabilities and responsibilities assumed by the Subcontractor under this agreement, such policies shall be primary insurance for the Contractor and any other Additional Insured(s) and that the insurance maintained by the Contractor and other Additional Insureds shall be Excess and Non-Contributory. Compliance with this requirement shall be accomplished by endorsement to the policies as specified in Schedule D attached.

ARTICLE 13 – DAMAGES

Contractor shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other property owned, rented, or used by Subcontractor, or anyone employed by Subcontractor, in the performance of the Work; and Subcontractor shall maintain such insurance and take such protective action as it deems desirable with respect to such property. Except to the extent of any proceeds received by Contractor for the benefit of Subcontractor under a Builders' Risk or fire insurance policy, Subcontractor agrees that Contractor shall not be responsible for any loss or damage to the Work. Subcontractor shall take all precautions necessary to protect the Work from loss or damage prior to acceptance of the Work by Owner. Subcontractor shall be responsible for the correction or restoration of any loss of and all damage to the Work occurring prior to acceptance of the Work by Owner and for the correction or restoration of any loss of and all damages to the work of Contractor or any other subcontractor, resulting from the operations of Subcontractor, or its subcontractors, agents, or employees.

ARTICLE 14 – INDEMNITY

14.1 In exchange for ten dollars ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of the Subcontract, Subcontractor agrees to defend, indemnify and hold harmless Contractor and Owner, and their Officers, directors, agents and employees, separately and severally, from and against any claim, cost, expense, or liability (including attorneys' fees), attributable to bodily injury, personal injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused in whole or in part by, arising out of, resulting from, or occurring in connection with the performance of the Work by Subcontractor, its subcontractors, or their agents, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder; provided, however, Subcontractor's duty hereunder shall not arise if such injury, sickness disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited as to amount or type of damages by the provisions of any worker's compensation act, disability act or other employee benefit act.

14.2 If Owner or any other person or entity asserts a claim or institutes a suit, action or proceeding against Contractor involving the manner or sufficiency of the performance of the Work, Subcontractor shall, upon written request of Contractor, promptly assume the defense of such claim, suit, action or proceeding, at Subcontractor's expense, Subcontractor shall indemnify and save harmless, Contractor and its agents and employees from and against any liability, loss, damage, or expense, including attorneys' fees, arising out of or related to such claim, suit, action or proceeding in accordance with Paragraph 14.1. Contractor shall also be entitled to recover any attorneys' fees or other costs expended in enforcing this indemnification and defense obligation.

14.3 Subcontractor expressly agrees that this indemnification, defense and hold harmless agreement is valid as of the date of the subcontract even if the subcontract is not fully executed until after the date of the subcontract and is intended to include, without limitation, all claims, events, or losses which may have occurred on or after the date of the subcontract regardless of whether the subcontract was fully executed prior to the date of the claim, event, or loss.

14.4 To the extent any of the provisions in this Article 14 are declared void or unenforceable by legal proceeding or otherwise, then the parties expressly agree that the provisions in this Article 14 will be enforced to the fullest extent possible in order for the Contractor to obtain the indemnification and defense responsibilities bargained for under this Agreement, including without limitation, allowing a court of law to edit the Contract, as necessary, in order to modify the provisions of Article 14 to make them enforceable. It is expressly understood by the parties that the defense obligations under Article 14 shall survive any legal determination striking down any indemnification responsibilities of the Subcontractor under this Agreement.

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14.5 Nothing herein shall be deemed to relieve the Subcontractor of its duty to defend the Contractor and Owner, and their Officers, directors, agents and employees, pending a determination of the respective liabilities of the Subcontractor, Contractor, the Owner or any other indemnified party, by legal proceeding or agreement.

ARTICLE 15 – ASSIGNMENTS AND SUBCONTRACTS

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work without the prior written consent of Contractor. Subcontractor shall not be relieved of its duties and obligations hereunder by any assignment or subcontract, and Subcontractor shall be and remain fully responsible and liable for the acts and omissions of its assignees and subcontractors, and all persons directly or indirectly employed by them.

ARTICLE 16 – COMPLIANCE

16.1 Subcontractor represents that it has, as of the date of its bid submission and at its own expense, obtained all necessary licenses and permits pertaining to the Work and that it shall comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to immigration, safety, wages, discrimination and equal employment opportunity. Subcontractor shall defend, indemnify and save harmless Contractor and Owner and their agents and employees from any loss, liability, expense (including attorneys' fees), citations, assessments, fines or penalties arising from or related to Subcontractor's violations of such statutes, ordinances, rules, regulations or orders in connection with the performance of the Work. Subcontractor warrants that it complies with any laws regarding properly classifying individuals as employees for all purposes, including for purposes of applicable state workers' compensation laws and providing the required workers' compensation coverage for employees and as relates to any immigration laws or eligibility to work status.

16.2 Subcontractor warrants that at all times during performance of the Work it is now, and continue to be, in full compliance with the Immigration Reform and Control Act of 1986 ("IRCA") including, but not limited to, its Form I-9 employer verification provisions, the Immigration and Nationality Act ("INA"), the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), the Georgia Security and Immigration Compliance Act of 2006 ("GSICA"), the Georgia Illegal Immigration Reform and Enforcement Act of 2011 ("GIREA"), and any future changes to the acts, as well as all other applicable Federal, State and Local immigration laws and regulations. Subcontractor shall not knowingly hire or continue to employ any person who is not duly authorized to work in the United States. Subcontractor warrants that it has a Form I-9 verification policy which it administers uniformly throughout the company.

16.3 Subcontractor warrants that it will notify Contractor immediately in writing and by in-person voice communication (not voicemail) of any unscheduled inspection, worksite enforcement action, investigation, inquiry, visit or audit by the DHS or any other governmental agency or authority related to immigration issues of Contractor, Subcontractor, sub-subcontractors, and their corresponding employees and/or agents. Should Subcontractor ever be made aware of or receive any Notice of Inspection, Subpoena, Warrant or any other request by a government agency, regarding its employer verification practices or records, or a Request for inspection of its I-9 forms, by DHS or United States Department of Labor ("DOL"), it will, within one business day, notify Contractor of such, and will subsequently provide a detailed explanation of Subcontractor's response and the results of the Notice of Inspection or Notice of Intent to Fine or I-9 inspection/audit request or any other inquiry. This obligation applies as well to any compliance notices received from any applicable State authority. Furthermore, Subcontractor warrants that during the term of this Contract, it shall and shall cause its directors, officers, managers agents and employees to fully cooperate in all respects with any audit, inquiry, inspection, investigation conducted by the DHS, DOL, or any other applicable Federal, State, or Local regulatory agencies of Subcontractor or any of its employees or the employees of their sub-Subcontractors.

16.4 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964. Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, veteran status, sex or national origin.

16.5 Contractor is subject to Executive Order 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act. The Equal Opportunity and Affirmative Action Clauses of 41 CFR §§ 60-1.4, 60-300.5 and 60-741.5 relating to those laws are hereby incorporated by reference. Unless exempted by law, Subcontractor agrees to take the following actions as required or appropriate: file all required forms and documents, including Standard Form 100 (EEO-1)(41 CFR § 60-1.7), comply with Executive Order 11246, the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act, and include this clause in any covered subcontracts, supply agreements, purchase orders or bills of lading relating to this Agreement (41 CFR §§ 60-1.4, 60-300.5, 60-741.5).

16.6 To the extent the Contract Documents require compliance with Davis-Bacon or state prevailing wage rate schedules and as attached in Schedule H, the Subcontractor shall comply with said rate schedule and ensure that such obligations are made part of any agreement with a lower tier subcontractor.

16.7 Contractor is a federal contractor to the United States Government and must comply with certain legal provisions. Subcontractor must also comply with these provisions, as applicable and to the extent Subcontractor is not exempt from compliance obligations. These legal provisions are set forth in FAR Clauses 52.203-13, 52.203-15, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-50, and 52.247-64, which are specifically incorporated by reference into this Agreement, and in any attachment referencing additional obligations which is separately incorporated as an Exhibit to this Subcontract.

16.8 Subcontractor acknowledges that the GIIREA requires or shall require every employer in the State of Georgia with ten (10) or more employees to enroll in the E-Verify program, an internet-based system operated by the U.S. Department of Homeland Security ("DHS") and U.S. Citizenship and Immigration Services ("USCIS") that allows employers to verify the employment eligibility of their employees, regardless of citizenship, and, according to the federal statutes and regulations governing E-Verify, verify the employment eligibility of all new employees hired by Subcontractor, according to the following schedule: (1) effective January 1, 2012, for those employers with five hundred (500) or more employees; (2) effective July 1, 2012, for those employers with one hundred (100) or more employees, but fewer than five hundred (500) employees; and (3) effective July 1, 2013, for those employers with more than ten (10) employees, but fewer than one hundred (100) employees. Subcontractor shall enroll in and utilize the E-Verify program to the extent required by the GIIREA. Subcontractor shall indemnify Contractor for any damages, including but not limited to damages from delay, arising from Subcontractor's failure to comply with the GIIREA, where applicable.

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16.9 Subcontractor shall insert the provisions set forth in Paragraphs 16.1 through 16.8 of this Subcontract in all sub-Subcontracts entered into with any sub-Subcontractor for performance of the Work, modified to identify the appropriate parties. The Subcontractor shall be responsible for compliance by any sub-Subcontractor or lower-tier subcontractor with all applicable provisions set forth in Paragraphs 16.1 through 16.8 hereto.

ARTICLE 17 – SAFETY

17.1 Subcontractor accepts complete responsibility for the health and safety of its employees and its subcontractors' employees, the safe performance of the Work, compliance with safety procedures and policies issued by the Contractor and in the Contract Documents, and compliance with all applicable health and safety laws, including the regulations and standards of the Occupational Safety & Health Act of 1970 ("OSHA"), as amended. Subcontractor shall cooperate with Contractor, Owner and all other contractors and subcontractors in their respective safety programs.

17.2 In the event that Subcontractor or any of its employees or its subcontractors' employees fails to comply with any health and safety requirements or if Contractor deems any part of the Work unsafe, Contractor may require Subcontractor to stop work and/or remove any non-complying employees. Subcontractor shall not be entitled to any additional time or money as a result of Contractor stopping the Work when the Work was stopped due to Contractor's concern about safety deficiencies.

17.3 Subcontractor shall comply with the safety-related recommendations of insurance companies having an interest in the Project.

17.4 Contractor shall have no duty to monitor Subcontractor's practices or performance of the Work for safety and shall have no duty to stop Subcontractor's unsafe practices or to insure that Subcontractor's practices and methods of performing the Work are safe.

17.5 Subcontractor will report the occurrence of serious injury or equipment/property damage to Contractor's Project Manager immediately. In addition, Subcontractor shall submit to the Contractor's Project Manager the following, when applicable, within five (5) working days of the injury or damage: (a) a copy of "Employer's First Report of Injury"; (b) a copy of all property/casualty insurance claim reports; and (c) a copy of all OSHA inspection/citation reports.

17.6 Subcontractor will provide a means of fall protection for all employees working in areas where they are exposed to falls of greater than six feet.

17.7 Prior to starting work, Subcontractor will evaluate its work plan for the project to assess safety hazards which may be encountered and will notify Contractor of its plan for abating safety hazards in its work. Subcontractor shall submit its Company Safety Manual, Jobsite Specific Safety Plan, Fall Protection Plan and Hazardous Communication Program, which include the Chemical List and Material Safety Data Sheets for review prior to starting Work. Subcontractor may be required to change its Safety Plan or any of the safety documents, as the Contractor in its sole discretion may require. Acceptance by Contractor of delivery of any safety documents does not constitute approval or agreement by Contractor that the safety requirements of this Subcontract have been met, and failure of Contractor to identify a deficiency from evidence provided will not be construed as a waiver of Subcontractor's obligation to maintain or enforce such safety programs.

ARTICLE 18 – CLEANING UP

18.1 Subcontractor shall, at its sole cost and expense: (a) keep all areas in which it is working free from Subcontractor's waste materials, packaging and other debris by collecting and removing such debris on a daily basis; (b) at the completion of the Work in an area, make that area "broom-clean"; and (c) prior to final inspection, clean and prepare the Work for acceptance by Owner.

18.2 If Contractor incurs any expenses performing cleanup work for the Subcontractor, Subcontractor will be back charged for such expenses, provided Contractor gave Subcontractor written notice of Subcontractor's failure to comply with its obligation to keep its work areas clean and free of waste materials at least twenty-four (24) hours prior to the time when Contractor performed cleanup work for the Subcontractor. If Contractor performs cleanup work involving more than one subcontractor's work, Contractor's decision on the allocation among subcontractors of cleanup costs incurred by Contractor shall be final and binding on Subcontractor.

ARTICLE 19 – TEMPORARY FACILITIES

Temporary facilities and services shall be provided by the Contractor in accordance with schedule E attached hereto.

ARTICLE 20 – QUALITY

Subcontractor shall provide materials and workmanship conforming to the requirements of the Contract Documents. Subcontractor shall provide proper facilities and opportunity at all times for the inspection of the Work by Contractor, Owner, Architect and their representatives. Subcontractor shall, within twenty-four (24) hours after receiving written notice from Contractor, at Subcontractor's sole cost and expense, take down and remove from the Project site all portions of the Work which the Contractor, Owner or Architect have condemned as unsound, improper or as failing in any way to conform to the Contract Documents or this Subcontract and shall replace the same with proper and conforming work. Subcontractor shall be responsible for all work damaged or destroyed in connection with the removal or replacement of condemned work. Contractor's failure to discover and notify Subcontractor of defective or nonconforming work at the time the Work or any portion thereof is performed or completed shall not relieve Subcontractor of responsibility for replacement of the defective or nonconforming work and all damages resulting therefrom. If the Owner elects to accept defective or nonconforming work, Contractor may require Subcontractor to accept an adjustment in the Price to the extent Owner requires Contractor to do so, and/or furnish an extended warranty.

ARTICLE 21 – GUARANTEES

Subcontractor warrants and guarantees the Work to the full extent provided for in the Contract Documents and to the full extent required of Contractor or Subcontractor by the law of the state where the Project is located. Without limiting the foregoing or any other obligation with respect to the Work, Subcontractor shall, at its sole cost and expense, make good any faulty, defective or improper parts of the Work discovered by the Contractor, Architect or Owner within one (1) year from the date of acceptance of the Project or within such longer period as may be required by the Contract Documents or by law.

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ARTICLE 22 – SUBMITTALS

22.1 Subcontractor shall promptly prepare or obtain and submit to Contractor all shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports, engineering calculations and submittals ("Submittals") required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. All Submittals shall be submitted so as to permit the Work to be performed in accordance with the Schedule.

22.2 Neither review of nor approval of Submittals by Contractor, Owner or Architect shall relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper matching of the Work to contiguous work. Subcontractor shall identify each and every variance between any Submittal and the requirements of the Contract Documents at the time of transmission either prominently on the Submittal or specifically in a transmittal letter accompanying the Submittal. No modification, revision or other notation on a Submittal that changes or modifies the Contract Documents shall be valid (even if the drawing or Submittal is approved) unless there is a Change Order issued approving same.

ARTICLE 23 – PERFORMANCE

23.1 Subcontractor, in performing the Work, acts as an independent contractor and not as an agent or employee of Contractor. Subcontractor, consistent with the requirements of the Contract Documents, the Subcontract and the Schedule, is free to perform the Work by any appropriate means as it may choose.

23.2 Subcontractor shall notify and obtain the approval of Contractor before the arrival of Subcontractor's forces or delivery of materials and equipment to the Project site, before any substantial change in either the composition or size of its forces, and before leaving the Project site.

ARTICLE 24 – LIENS

24.1 Subcontractor agrees to turn the Work over to Contractor free and clear of all liens, claims or encumbrances. Subcontractor shall defend, indemnify and save harmless Contractor, Contractor's sureties and Owner from any lien, encumbrance, claim of lien or suit in connection with a lien or encumbrance filed or maintained by any laborer, materialmen, subcontractor, or other person directly or indirectly acting for, through or under Subcontractor, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor. Without limiting the foregoing, Subcontractor shall cause any such lien, encumbrance or claim of lien to be satisfied, removed or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice, whichever is earlier. Failure to do so is a breach of the Subcontract whether the claim of the party filing the lien is valid or not, and Contractor shall be indemnified from all losses and costs, including, without limitation, Owner and Contractor's attorneys' fees, incurred as a result of any such claim or lien and those costs incurred in enforcing the indemnification obligation of Subcontractor.

ARTICLE 25 – PATENTS AND COPYRIGHTS

Subcontractor shall defend, indemnify and save harmless Contractor and Owner from and against any claim, cost, expense or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights or copyrights in connection with the Work, except to the extent that Owner may have assumed responsibility therefore under the Contract Documents. Subcontractor shall pay all royalties, license fees and similar charges for patented or copyrighted material used in or incorporated in the Work.

ARTICLE 26 – LABOR

26.1 Subcontractor agrees that strikes, slowdowns or similar interruptions or disturbances (including cases where the Subcontractor's employees are engaged in a work stoppage solely as a result of a labor dispute involving Contractor or others and not in any manner involving Subcontractor) shall not excuse Subcontractor from the obligation to perform the Work timely and in accordance with the Schedule; and in such event, Contractor shall be entitled to the rights and remedies provided in Paragraph 27.2. Subcontractor shall maintain and exercise control over all employees engaged in the performance of the Work, and shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly performance of the Work in the opinion of the Contractor.

26.2 Contractor is an equal opportunity employer complying with Title VII of the Civil Rights Act of 1964.

26.3 Subcontractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, disability, sex or national origin.

ARTICLE 27 – TERMINATION AND DEFAULT

27.1 Contractor, by written notice, may terminate the Subcontract in whole or in part for Contractor's convenience. In such event, Subcontractor will be compensated for the reasonable cost of all work performed and all materials purchased for the Work prior to the termination including a reasonable profit thereon, plus reasonable out-of-pocket costs of terminating the Work, but shall receive no compensation, profit or overhead for unperformed work or for materials not yet purchased. Regardless of the foregoing, the total sum Subcontractor shall be entitled to be paid in the event of a termination for convenience, including all prior payments to Subcontractor, shall not exceed the Price. Subcontractor shall not be entitled to any other compensation or payment, in the event of a termination for convenience other than as specifically provided in this Paragraph 27.1.

27.2 If Subcontractor voluntarily seeks protection of the Federal Bankruptcy Laws or is involuntarily placed in bankruptcy, or if any action is brought against Subcontractor which impairs the ability of Subcontractor to perform its obligations under this Subcontract, or if the Subcontractor makes a general assignment for the benefit of creditors, or if a receiver for Subcontractor is appointed, or if Subcontractor refuses, fails or is unable to supply enough properly skilled workmen or materials to perform the Work according to the Schedule, or if Subcontractor fails to make prompt payments for materials or labor supplied to Subcontractor for the Work, or if Subcontractor disregards laws, ordinances, rules, regulations, or orders of any public authority related to the Work, or if Subcontractor otherwise violates any provision of the Contract Documents then Contractor shall have the right to notify Subcontractor, in writing, of Subcontractor's default in performance, and to require that Subcontractor cure such default within seven (7) calendar days after receipt of such notice. If Contractor determines that Subcontractor has not cured the default within seven (7) calendar days after its receipt of such notice, then Contractor may, at its option, without releasing or waiving

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any other rights and remedies against Subcontractor and Subcontractor's sureties and without prejudice to any other right it may be entitled to under this Subcontract or by law, terminate Subcontractor's right to proceed under this Subcontract by written notice.

Notwithstanding the foregoing notice requirement, Contractor may, in its sole discretion, supplement the forces of Subcontractor to perform a portion of Subcontractor's work upon twenty-four (24) hours notice to Subcontractor, and charge Subcontractor the costs associated with the supplementation if Subcontractor is in default of this Subcontract. After such termination and without further notice, Contractor may enter upon and take possession of all materials, equipment, tools, construction equipment and machinery located on the site, stored off site or located at other facilities of Subcontractor or its subcontractors or vendors and which are allocated to or assigned to the Project or which were purchased for the Project, and Contractor or its designee may complete the Work by whatever method Contractor deems reasonable under the circumstances. In the event of such termination by Contractor, Subcontractor shall not be entitled to any further payment or compensation except as provided in this Paragraph 27.2. In the event the unpaid balance of the Price, after deduction of all claims that Contractor may have against Subcontractor, exceeds the total cost of finishing the Work (including without limitation Contractor's reasonable overhead and profit, the cost of Architect's additional services, costs due to escalation of materials, attorneys' fees and all other legal costs and all other costs and charges related to the termination or the completion of the Work), such excess shall be paid to Subcontractor upon satisfaction of the conditions for final payment set out in Article 4. In the event the total cost of completing the Work, including Contractor's additional costs and attorneys' fees, exceeds the unpaid balance of the Price, Subcontractor and its sureties shall be liable to and shall promptly pay such difference to Contractor.

27.3 If Subcontractor is prevented from working for a period of sixty (60) calendar days under order of any court or other public authority having jurisdiction through no act or fault of the Subcontractor or its agents or employees, or any other persons performing any of the Subcontractor's Work, or as a result of an act of government (such as declaration of national emergency making materials unavailable for Subcontractor's Work), then Subcontractor may terminate this Subcontract and recover from the Contractor payment for all of Subcontractor's Work completed prior to the termination and in place (less the amount of Contractor's claims against Subcontractor, if any); provided nevertheless, that such payment (a) shall include profit and overhead only for the portion of the Work completed and in place; (b) shall be payable only to the extent that Contractor has received the same from the Owner; and (c) shall be payable only upon satisfaction by Subcontractor of all of the conditions of Articles 4 and 5, to the extent of the Work completed prior to the termination hereunder. In the event of such termination, Subcontractor shall have no right to any compensation or recovery of any kind, including, without limitation, consequential damages, from Contractor except as specifically provided in this Paragraph 27.3.

ARTICLE 28 – INSPECTION, TESTS AND CUTTING AND FITTING

28.1 Subcontractor agrees to perform all tests and inspections called for in the Contract Documents and to make provision for inspection and testing by Contractor, Owner or Architect at the Project site or at Subcontractor's facilities to determine whether the Work or materials and equipment or processes used in the Work conform with the Contract Documents. The failure of Contractor, Owner or Architect to inspect, to test or to discover defective workmanship, materials or equipment shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents and shall not prejudice the rights of Contractor, Owner or Architect to reject or require correction of the same.

28.2 Subcontractor shall do all cutting, fitting or patching necessary for the performance of the Subcontract Work. Subcontractor will repair or pay the cost of repair of any damage, including, without limitation, damage to work performed by others, caused by Subcontractor in the performance of the Work.

ARTICLE 29 – CLAIMS AND DISPUTES; ARBITRATION

29.1 The parties hereto intend that all claims of Subcontractor shall be resolved in accordance with the provisions of the Contract Documents and this Subcontract, including Articles 8, 9 and this Article 29, and that Subcontractor's recoveries on its claims, if any, shall be limited to Subcontractor's portion of the relief Contractor receives from Owner as a result of such claims.

29.2 Contractor agrees to make a good faith effort to have Owner honor any just claim presented by Subcontractor. Subcontractor shall be responsible for the prosecution and presentation of any claim against or to Owner and shall pay all expenses of said prosecution or presentation, including without limitation, attorneys' fees. It shall be Subcontractor's obligation to give Contractor adequate notice to insure that Contractor can give all notices required by the Contract Documents with respect to such claim in a timely manner. In addition to the other provisions of this Subcontract dealing with payment, Change Orders or notice requirements, Subcontractor understands and agrees that Subcontractor waives all right to and has no right to payment for any claim or request for additional compensation of any kind that is submitted more than thirty (30) calendar days after the completion of the Work. Except as provided in Paragraph 29.3 hereof, Subcontractor agrees to be bound by the determination of Owner or Architect with respect to all claims.

29.3 If an appeal or legal proceeding is specifically permitted by the Contract Documents, and if requested in writing by Subcontractor, Contractor will, in its name and on Subcontractor's behalf, appeal any decision of Owner or Architect or institute a legal proceeding against Owner based on any just claim by Subcontractor involving the Work. In such event, Subcontractor shall pay all costs and expenses, including Contractor's expenses, arbitration costs and attorneys' fees, attributable thereto (and, if requested, shall make an advance deposit for such costs) and shall render all assistance requested by Contractor. If claims on behalf of other subcontractors are involved in such an appeal or legal proceeding, Subcontractor shall pay only its proportionate share (as determined by the ratio of the face amount of its claim to the total of all claims) of the costs and expenses. Subcontractor shall be bound by the determination rendered on such an appeal or in such legal proceeding and shall be entitled only to is proportionate share of any actual net recovery from Owner, less Contractor's overhead and profit.

29.4 Except as provided in Paragraph 29.5, any claims of Subcontractor that cannot be resolved in accordance with the provisions of the Contract Documents or the Subcontract, shall be finally determined by binding arbitration in accordance with the current Construction Industry Rules of the American Arbitration Association by one or more arbitrators selected in accordance with said Rules. The parties acknowledge that this Subcontract evidences a transaction involving interstate commerce and that this agreement to arbitrate is enforceable under 9 U.S.C. §§ 1, et seq. The place of arbitration shall be the location of the Project. Subcontractor shall not stop, hinder or delay the Work in any way during the pendency of arbitration.

29.5 Regardless of the agreement to arbitrate set forth in Paragraph 29.4, Subcontractor hereby agrees that upon Contractor's request, Subcontractor will consent to becoming a party to any legal proceeding involving the Project and Subcontractor's work and to the

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jurisdiction of any court or other forum in which the proceeding is pending. Subcontractor acknowledges that this provision is intended to permit Contractor to cause Subcontractor to be a third party defendant to claims by Owner, other subcontractors or third parties against Contractor.

29.6 Pending final resolution of a claim, including arbitration, unless otherwise agreed in writing, the Subcontractor shall proceed diligently with performance of the Contract and the Contractor shall continue to make payments in accordance with the terms of this Subcontract.

ARTICLE 30 – SUBSTANCE ABUSE POLICY

30.1 Subcontractor agrees to implement Contractor's Substance Abuse Policy contained in Schedule F attached hereto (the "Policy") or a substance abuse control program substantially similar to the Policy. Subcontractor agrees that it will enforce the prohibitions contained in the Policy or its own program, will test for drugs and alcohol pursuant to the Policy or its own program, and will be responsible for receiving test results from the testing laboratory and administering discipline as required by the Policy or its own program.

30.2 Subcontractor specifically agrees to test its employees for drugs on a random basis as stated in the Policy or pursuant to its own program. As part of this random testing requirement, Subcontractor agrees to test all of its employees on the Project site on the date or dates Contractor selects to test its own employees.

30.3 Contractor agrees to defer to Subcontractor's interpretation of the Policy or its own program as it applies to Subcontractor's employees with regard to matters such as testing (other than random testing) and discipline as long as Subcontractor's interpretation is reasonable and is consistent with the purpose of the Policy to prevent substance abuse by all employees on the Project site.

ARTICLE 31 – HAZARDOUS SUBSTANCES

Subcontractor agrees and guarantees that it will not employ any materials in the performance of the Work or install any materials which contain hazardous substances except as permitted by applicable law. Subcontractor further agrees that it will remove (in a manner in accordance with applicable law) any materials which contain hazardous substances and which were installed by Subcontractor in violation of this provision, will replace them with materials that do not contain hazardous substances and will repair any of the Work or the work of others damaged by such removal and replacement. The removal, replacement and repair shall be at Subcontractor's sole expense. Subcontractor also agrees, in exchange for ($10.00) and other good and valuable consideration, receipt of which is acknowledged by execution of this Subcontract, to indemnify and defend Contractor from any and all claims, damages, expenses and liability of any kind relating in any way to Subcontractor's use of or installation of materials containing hazardous substances.

ARTICLE 32 – USE OF CONTRACTOR'S EQUIPMENT

If Subcontractor uses the equipment, machinery, tools or materials of Contractor or other subcontractors or if Contractor performs any of the work for Subcontractor which Subcontractor is required by this Agreement to perform, Subcontractor agrees to defend, indemnify and hold harmless Contractor, its agents and employees against any claims, demands or lawsuits for loss or damage to property or personal injury which may be made against Contractor arising from or related to the use by Subcontractor of the equipment, machinery, tools or materials of Contractor or the performance of Subcontractor's work by Contractor, including, without limiting the generality of the foregoing, claims for which the Contractor may be or may be claimed to be, liable.. In addition to the obligations set forth above, Subcontractor agrees to waive all rights to claim against Contractor for any loss, damage or lawsuit incurred by Subcontractor which results from Subcontractor's use of the equipment, machinery, tools or materials of Contractor or from the performance of a portion of Subcontractor's work by Contractor.

ARTICLE 33 – MISCELLANEOUS

33.1 Joint Venture or Partnership. If Subcontractor is a joint venture or partnership, each party to the joint venture or partnership represents and agrees that the person who signs this Subcontract on behalf of Subcontractor is authorized to sign and by signing this Subcontract jointly and severally obligated each of them to all undertakings and obligations set forth in the Subcontract Documents.

33.2 Governing Law. The validity, interpretation and performance of this Subcontract shall be governed by the law of Georgia, except: (a) If any provision or requirement of this Subcontract or the Contract Documents provides that the law of another state or the law of the federal government is applicable to, controls, governs or determines certain duties, responsibilities, or obligations, including warranty obligations, of a party hereto, or any aspect or portion of this Subcontract, then the other state's law or federal law shall apply to, control, govern or determine those certain duties, responsibilities or obligations of that party or that aspect or portion of this Subcontract; and (b) if the Contract is with the federal government or agency or branch thereof, then the Subcontractors' rights to recover from the Contractor for changed work, extra work, Differing Conditions, delay or disruption in the performance of the Work are limited to the Contractor's rights to recover from the federal government or agency or branch thereof under the applicable federal law.

33.3 No Third Party Beneficiaries. This Subcontract is intended solely for the direct benefit of the parties hereto. There are no third party beneficiaries of this Subcontract.

33.4 Severability. The provisions of this Subcontract are severable. Should any provision of this Subcontract or any provision of the Contract Documents applicable to Subcontractor be unenforceable, the remaining provisions shall remain valid and binding.

33.5 Non-waiver. The failure by Contactor at any time to enforce or to require strict compliance or performance by Subcontractor with any of the provisions of the Subcontract or Contract Documents shall not constitute a present or future waiver of any such provision and shall not affect or impair in any way Contractor's rights at any time to enforce any such provision or to avail itself of such remedies as it may have for any breach thereof.

33.6 Survival of Terms. The terms of this Subcontract and the Contract Documents shall survive and remain in full force and effect after termination of this Subcontract or completion of the Work.

33.7 Only Written Modification. No changes, modifications, amendments of any of the terms and conditions of this Subcontract or the Contract Documents shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

33.8 Owner Approval. If Owner has the right to object to Subcontractor's selection, this Subcontract shall not be effective until Owner approves Subcontractor.

33.9 Headings. Headings are for convenience of the reader and are not a substantive part of this Subcontract.

33.10 Notice. Any notice required to be given to Subcontractor may be accomplished by 1) mailing or delivering written notice to the street or post office address listed for the Subcontractor on page one of this Subcontract or 2) sending notice through electronic mail

SAMPLE

("email"), with delivery receipt,") to the address listed for the Subcontractor on page one (1) of this Subcontract. Any notice required to be given to Contractor may be accomplished by 1) mailing or delivering written notice to the address listed for the Contractor on page one of this Subcontract or 2) sending notice through electronic mail ("email"), with delivery receipt,") to the Project Manager who executed this Subcontract.

33.11 Subcontractor warrants that no statement, representation, inducement or promise, oral or in writing, of any kind by Owner, Contractor or Architect, not expressly made a part of the Contract Documents, has induced Subcontractor to enter into, or been relied upon by Subcontractor in entering into, this Subcontract.

33.12 Subcontractor agrees to comply with any security requirements imposed by the Owner or by Contractor regarding Subcontractor's employees or personnel, sub-subcontractors or vendors. Subcontractor shall provide information requested by Owner or Contractor for background or security checks and shall participate in any required badging system. Subcontractor shall require its sub-subcontractors and vendors to comply with any security requirements imposed by the Owner or by Contractor for the site and for Subcontractor's scope of work. Subcontractor shall include this requirement in all of its sub-subcontracts and purchase orders and shall require its sub-subcontractors and vendors to include this requirement in all of their contracts, agreements or purchase orders related to this Project.

33.13 This Subcontract embodies the entire agreement between the Contractor and Subcontractor. All bids, proposals for or acknowledgements of this Subcontract by Subcontractor, whether written or verbal, which contain any term, condition or provision which purports to modify, conflict with, contradict or add to this Subcontract or the Contract Documents, are void and of no force or effect. All negotiations, proposals or agreements prior to the date of this Subcontract are merged herein and superseded hereby, there being no agreements, warranties, understandings or promises other than those written expressly herein.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract as of the day and year first above written.

BRASFIELD & GORRIE, L.L.C. (Contractor)		(Subcontractor)	
By:		By:	
Print:		Print:	
Title:		Title:	
Email:		Witness:	
Witness			
		License No:	
Subcontract No. :		State:	

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SCHEDULE A
THE WORK

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SCHEDULE B
CONTRACT DOCUMENTS

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SCHEDULE C
UNIT PRICES & ALLOWANCES

EXAMPLE

SCHEDULE D
INSURANCE

1. Required Coverage

a. Commercial General Liability
To include:
i. Coverage on an "occurrence basis"
ii. Aggregate Limits of Insurance on a "per project" basis
iii. Coverages for:
Premises/Operations
Underground, Explosion and Collapse
Products/Completed Operations – maintained three (3) years after completion of the Work
*Broad Form Contractual
*Independent Contractors
*Broad Form Property Damage
*Personal Injury

*If the Comprehensive Liability Policy Form is used, the policy must be endorsed to include the Broad Form Comprehensive General Liability Endorsement.

b. Automobile Liability
Comprehensive Automobile Liability policy covering all Owned, Hired and Non-Owned Autos

c. Excess Liability – Umbrella Liability providing additional limits of insurance excess of the general liability, auto liability and employer's liability policy

d. Worker's Compensation and Employer's Liability
To include:
Statutory Coverage – State of Operations
United States Longshoreman and Harborworkers Act Endorsement – If required
Voluntary Compensation Endorsement – "If Any" Basis

e. No policy shall be cancelled, non-renewed or materially changed to the detriment of an Additional Insured unless thirty (30) days actual, written notification is given to the Certificate Holder.

f. Any insurance company providing any of Subcontractor's insurance shall be licensed to transact the business of insurance in the state where the project is located and have an A.M. Best rating of not less than A-/VII as evaluated by the most current A.M. Best Rating Guide

2. Limits

General Liability	$1,000,000 General Aggregate – per project $1,000,000 Each Occurrence $1,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury $50,000 Fire Damage (any one fire) $5,000 Medical Expense (any one person)
Automobile Liability	$1,000,000 Combined Single Limit Bodily Injury and Property Damage
Excess Liability	$2,000,000 Combined Single Limit Bodily Injury and Property Damage
Worker's Compensation	Statutory Limits
Employer's Liability	$100,000 Each Accident $500,000 Disease – Policy Limit $100,000 Disease – Each Employee

3. Certificates of Insurance

The Certificate of Insurance will verify that:

a. The Contractor and Owner (and others as required by the Contract Documents) and their Officers, Agents and Employees are named as Additional Insureds on the General Liability, Auto Liability and Excess Liability policies. The policy shall also provide for Completed Operations coverage for three (3) years after completion of the Project. This will be accomplished by Endorsement to the policies. For the General Liability policy, endorsements CG 20-10-07-04 and CG 20-37-07-04 or their equivalents must be used. The Excess Policy must provide "Follow Form" coverage to this endorsement.

b. The policies shall not contain exclusions for residential work.

c. The insurance provided to the Additional Insureds for Liabilities and Responsibilities assumed by the Subcontractor under the Subcontract will be primary and any other insurance maintained by the Additional Insureds shall be Excess and Non-contributory.

d. Under the General Liability policy, the General Aggregate applies on a "per project" basis.

e. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Contractor and its Officers, Agents and Employees on all policies.

f. Subcontractor and its Insurance Providers have waived all Rights of Subrogation against the Owner and others as required by the Contract Documents between the Contractor and the Owner

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SCHEDULE E
TEMPORARY FACILITIES & SERVICES PROVIDED BY THE CONTRACTOR

	YES	NO
Job Water		
Temporary Toilets		
Drinking Water		
Material Hoisting		
Temporary Power		
Trash Disposal Dumpsters		

EXAMPLE

SCHEDULE F
SUBSTANCE ABUSE POLICY

I. STATEMENT OF POLICY

Contractor, hereinafter referred to as "Brasfield & Gorrie", is committed to the highest standards of safety, integrity, and professionalism in its work and cannot condone substance abuse by its employees. The nature of Brasfield & Gorrie's work mandates behavior that inspires the highest degree of confidence by its clients and the public. The use of illegal drugs and abuse of other controlled substances, on or off duty, is inconsistent with law abiding behavior, a threat to the safety of others, and has a detrimental effect on job performance and quality. The substance abuse policy, hereinafter referred to as the "Policy", is intended to create and maintain a workplace free of drug and alcohol abuse.

Under this Policy, the use of illegal drugs is prohibited, whether taken on or off the job. The same is true for legal drugs which are not taken in accordance with a doctor's prescription. Employees reporting to work with drugs in their systems, without appropriate prescriptions, will be considered to be in violation of this Policy and subject to the discipline described herein. The use of alcohol on the job or the reporting to work under the influence of alcohol likewise is a violation of this Policy. As described in this Policy, Brasfield & Gorrie will test all of its employees for the presence of controlled substances to ensure compliance with this Policy. Violators are subject to suspension and discharge.

The possession or sale of controlled substances on the job, including alcohol, is prohibited under this Policy. Brasfield & Gorrie's employees are subject to searches and investigations to secure compliance with this aspect of the Policy. Violators will be discharged.

It is not Brasfield & Gorrie's intent to harass or to interfere unduly with the personal lives of its employees. Hopefully, with everyone's cooperation, this Policy will be regarded as an effective means to address substance abuse on the job and provide a better and safer working environment for all.

II. RULES REGARDING EMPLOYEES

Employees will be subject to the discipline described in the Policy for:

The use or possession of alcohol on premises, except at approved social functions;

The on-premises use (except for the proper use of prescribed drugs), manufacture, distribution, dispensing, possession, sale, or purchase of any controlled drug or the abuse of any drug;

The failure to report to Brasfield & Gorrie, within five (5) days, any drug-related conviction, including a "guilty" or "nolo contendere" plea;

The conviction (including "guilty" or "nolo contendere" Plea) of any criminal drug offenses;

The failure or refusal to cooperate with any aspect of this Policy including the refusal to sign forms consenting to drug testing, the refusal to provide a urine or blood sample for testing, or the refusal to cooperate in any other way with a drug test;

Reporting to work with the presence of controlled substances, without a prescription, in the system as shown by a positive test for alcohol or unauthorized drugs. Employees should understand that a positive drug test is not a necessary prerequisite to discipline if this Policy or any other Brasfield & Gorrie work rule has been violated.

Employees include all executive, managerial, administrative, clerical, marketing, shop, technical, and craft workers, whether skilled, semiskilled, or unskilled.

III. RULES REGARDING APPLICANTS

Applicants for employment at Brasfield & Gorrie are expected to be free from any controlled substances upon reporting for work. Each applicant must pass a drug test in order to be employed by Brasfield & Gorrie. Each employee of Brasfield & Gorrie will be subject to all aspects of Brasfield & Gorrie's Policy, including its random and post-accident testing provisions.

New employees should advise their supervisor upon hiring of any prescription medications to be used in the workspace. The employee should advise the name and dosage of the medication and the name of the prescribing doctor. The same is true for prescriptions following hire. The supervisor should be advised of any warnings or precautions the employee receives from the doctor or other sources. The supervisor also should be advised of the medication's current effect on the employee as well as any previous effects experienced by the employee. A form will be available for these purposes.

IV. GROUNDS FOR DRUG & ALCOHOL TESTING

All employees are subject to an unannounced random drug test at least one time each year.

All employees are subject to testing if they are involved in a work-related accident which requires medical attention by a doctor.

All employees are subject to testing "for cause." "For cause" includes an employee's display of erratic behavior, decline in job performance, unexplained peaks and valleys in job performance, certain physical signs, actions, safety disregard, absenteeism, or another reasonable basis for suspecting a violation of the Policy.

V. TESTING PROCEDURES

Employees will be required to execute Brasfield & Gorrie's consent forms.

A. Employees will be required to fill in chain of custody forms provided by the testing laboratory.

B. Employees must disclose all drugs, whether prescribed or not, which they have or are taking, on their chain of custody form.

EXAMPLE

C. Employees tested on the jobsite will submit urine and/or blood samples to designated Brasfield & Gorrie personnel or to employees from the testing facility. Employees either will be required to submit such specimens in the presence of a witness or follow other such security measures to ensure the integrity of the sample.

D. Employees tested away from the jobsite, such as a clinic following an accident, will be required to follow these same procedures with the clinic's personnel.

E. Test results will be sent to the corporate offices in Birmingham, Alabama. The reports will be delivered to a selected contact person at the corporate office. The reports then will be opened only by one of the General Superintendents, a Division Manager, or an Officer of the company. Positive test results will be communicated to the project superintendent or other suitable manager only. This person will advise the employee of the test results and the action to be taken. This will be done verbally in a private setting. A Confidential certified letter from one of the General Superintendents, a Division Manager, or an Officer of the company will follow to confirm the conversation with the project superintendent or other suitable manager.

VI. DISCIPLINE

An employee testing positive for an unauthorized controlled substance, as determined by the testing laboratory's testing thresholds after a confirmatory test, immediately will be suspended without pay. The suspension shall last for thirty (30) days. At the conclusion of the 30-day period, the employee may be reinstated, if the employee's position still exists, if he or she tests negative on a drug screen obtained by Brasfield & Gorrie's testing laboratory. The cost of the second drug screen will be paid by the employee tested. Reinstatement under this provision does not change the employee's status as an employee-at-will subject to discharge at any time.

Following the reinstatement of an employee returning to work after a drug-related suspension, that employee will be subject to unannounced random testing, up to one time each six months, for a period of one year and random test thereafter. A second positive test at any time will result in immediate and permanent discharge.

Testing under this aspect of the Policy does not insulate the employee from testing pursuant to one of the Policy's other testing provisions.

Any employee who refuses to submit a urine or blood sample for testing under this Policy, or who refuses to execute the necessary paperwork, or who fails to disclose ingested drugs, or otherwise fails to cooperate with a drug test will be discharged.

VII. CONFIDENTIALITY

Positive test results will not be communicated to any company employee other than those designated herein. Except when necessary in litigation involving Brasfield & Gorrie or by order of a court of competent jurisdiction, results will not be communicated to any person outside of the company without the express written consent of the employee involved. Result reports will be maintained by the personnel office in a secured filing system separate from the employee's personnel files.

VIII. SEARCH PROCEDURES & DISCIPLINE

A. Searches will be conducted, with or without cause, to detect unauthorized substances, including alcohol or drug paraphernalia, at any time.

Searches will be conducted only in the presence of two witnesses, one of whom must be from management above the foreman level. If the person to be searched is a female, one, and preferably both, witnesses should be female.

Searches will be conducted as privately as possible. Food items will not be touched. Employees will be asked to open their coats, remove hats, or lift pants legs to inspect boots. No one will be searched forcibly. Employees will be asked to empty pockets and turn them inside out. Employees shall not be touched or patted to determine pocket contents. If locks are cut in the search of desk, lockers, large tool boxes, etc., the person conducting the search should be prepared to replace them immediately after completing the search and give the key to the employee. Those who object to the searches or who refuse to cooperate will be told that submission to such a search is a condition of employment and that failure to cooperate will result in discharge. If an employee continues to refuse to cooperate, the search will be terminated, and the refusal reported to one of the General Superintendents, Division Managers, or Officers.

B. Employees found with illegal substances, controlled substances without a prescription, alcohol, drug paraphernalia, or other such items in their possession, whether on their person or in a vehicle or container of any sort under their control, will be discharged.

EXAMPLE

SCHEDULE G
SUBCONTRACTOR DEFAULT INSURANCE

Project: _____

In an effort to further Contractor's ongoing risk mitigation efforts and to ensure that the project remains on schedule and within budget, Contractor reserves the right to require the Subcontractor to provide certain financial, surety, safety, and operational information. Subcontractor's remittance of such information may be required as a condition of subcontract award and thereafter at any time during the completion of the Work. Additionally, the General Contractor reserves the right to contact Subcontractor's surety, bonding agent, insurance agent, bank or any other credit or reference contact during the course of this project to confirm or update the information provided by the Subcontractor. Financial information may be remitted directly to the Credit Analysis Department at 3021 7th Street South, Birmingham, Alabama 35233 or submitted by email to credit @brasfieldgorrie.com.

The information provided may be used to allow the Contractor to analyze and enroll Subcontractors into Contractor's Subcontract Default Insurance ("SDI") program. The SDI program provides protection to the Project from subcontractor default during construction of the Project. Contractor, in its sole discretion, reserves the right to implement and use SDI in lieu of or in conjunction with the use of traditional subcontractor surety bonds or other risk mitigation tools. If the General Contractor elects to enroll Subcontractor in the SDI program, Subcontractor acknowledges and agrees that none of its obligations under the subcontract are altered or impaired by the enrollment in SDI program and General Contractor's rights against Subcontractor for breach of default of the subcontract obligations remains in full force and effect. If the Contractor elects not to enroll the subcontractor in the SDI program, the Contractor may, in its sole discretion, require the Subcontractor to provide payment and performance bonds in accordance with Article 11 of the Subcontract.

BRASFIELD & GORRIE, L.L.C.	
(Contractor)	(Subcontractor)
By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____

Subcontract No. : _____

EXAMPLE

Project Name: {PROJECTS.NAME} Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SCHEDULE H
DAVIS BACON ACT/PREVAILING WAGE SCHEDULE

N/A

EXAMPLE

SUBCONTRACTOR WORKPLACE CHEMICAL LIST

Subcontractor: _____

Project: _____

Project Location: _____

_____

GENERAL DESCRIPTION OF WORK: _____

_____

In addition to completing and returning this Workplace Chemical List, Subcontractor shall have available at the jobsite a copy of Subcontractor's Hazardous Communication Program naming the person responsible for implementing the program. There shall be a Workplace Chemical List, complete with Material Safety Data Sheet, for each product used available at the jobsite. Subcontractor is responsible for training its employees in the safe use of all hazardous materials.

TAB NUMBER	COMMON / TRADE NAME	MANUFACTURER

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE SAFETY DOCUMENTS

EXAMPLE

INTERNAL USE ONLY

Invoice #: _____

V #: _____

VR #: _____

Order #: _____

Subcontract # : _____

Cost Code: _____

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Subcontractor: _____

Street Address: _____

P. O. Box: _____

Project: _____

Payment Request No.: _____ **Date:** _____

Payment Period Ending: _____

1	Original Contract Amount	$	
2	Approved Change Order Nos. _____ Thru _____	$	
3	Adjusted Contract Amount	$	
4	Value of Work Completed to Date (As per schedule of values below)	$	
5	Materials Stored (As per breakdown on Page 2)	$	
6	TOTAL COMPLETED AND STORED TO DATE	$	
7	Less Amount Retained (_____ %)	$	( )
8	Subtotal	$	
9	Less Owner Purchases (Transmittals Through No. _____)	$	( )
10	Less Previous Payment Request	$	( )
11	AMOUNT DUE THIS REQUEST	$	

SCHEDULE OF VALUES

DESCRIPTION	VALUE	PREVIOUSLY COMPLETE $	THIS APPLICATION $	COMPLETED TO DATE %	COMPLETED TO DATE $
Totals					

SUBCONTRACTOR'S INTERIM CLAIM WIAVER AND RELEASE (2 PAGES) AND SUBCONTRACTOR/VENDOR CERTIFICATION ATTACHED TO THIS FORM MUST BE COMPLETED BEFORE PAYMENT APPLICATION WILL BE PROCESSED.

EXAMPLE

MATERIALS STORED

DESCRIPTION	STORED MAT'S. BEGINNING PERIOD $	REC'D. THIS PERIOD $	INSTALLED THIS PERIOD $	STORED MATERIAL AT END OF PERIOD $
TOTALS				

INTERIM CLAIM WAIVER AND RELEASE UPON PROGRESS PAYMENTS

Upon receipt and in consideration of payment of the sum of _____ Dollars ($_____) which sum represents the full amount due to Releasing Party as of _____ ("Effective Date") and except that retention in the amount of_____ Dollars ($_____) still being held by Contractor, and for the purpose of inducing Owner and Contractor to make this interim payment, the Releasing Party, for itself, its employees, subcontractors, sub-subcontractors, mechanics, materialmen and laborers, does hereby represent and warrant as follows:

1. All Parties Paid. Releasing Party has been paid all amounts owed, for all materials or labor furnished to the Project through the effective date of the preceding interim lien waiver, and that all parties supplying labor or materials to it in connection with the Project have been paid, or will be paid promptly from the proceeds of this progress payment, for all labor, services, equipment or materials, including any and all applicable taxes, duties, license fees and royalties, furnished with relation to the Project. Releasing Party certifies and represents that the information presented above accurately reports the status of materials, if any, stored in connection with the Project by, for, or on behalf of Releasing Party.
2. Release of Liens. Releasing Party waives and releases any and all liens which it, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Releasing Party prior to the Effective Date. Releasing Party further certifies and represents that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project.
3. Waiver Of Claims. Releasing Party waives and releases any and all claims, causes of action, suits, damages, judgments, demands of any kind, character and description, whether known or unknown, against the Contractor, its payment bond or surety, Owner, any construction lender, the Architect, any Construction Manager, and their respective directors, officers, principals, partners, employees, agents, subsidiaries, parent and related firms, successors and assigns, arising out of acts or omissions prior to the effective date of the interim lien waiver below, with the exception of claims for retainage withheld under the agreement with Contractor or Owner, and those claims described below in an amount not to exceed the stated amount (none unless noted):

   _____ $ _____

   _____ $ _____

4. Representations. Releasing Party represents that no contract requirements have been waived or changed except by formal Change Order pursuant to the Subcontract or Purchase Order, that required insurance coverages remain in effect and unchanged, that warranty obligations are undiminished by any known conditions or circumstances, and that Releasing Party has secured from all subcontractors and suppliers a valid release of lien rights and waiver of claims with respect to all services, labor, materials or equipment supplied through the date hereof. Releasing Party agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project.

IN WITNESS WHEREOF, Releasing Party has caused this Subcontractors Application for Payment to be executed by its duly authorized owner, partner, agent or Officer on the _____ day of _____, _____.

_____
(Name of Subcontractor)

By: _____

STATE OF _____ Print: _____

COUNTY OF _____ Title: _____

Sworn to before me this _____ day of _____, _____.

_____ My Commission Expires: _____
Notary Public

EXAMPLE

SUBCONTRACT NO.: _____

INTERIM LIEN WAIVER AND RELEASE UPON PAYMENT - GEORGIA

STATE OF _____
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BRASFIELD & GORRIE, L.L.C. ***(NAME OF CONTRACTOR)*** **TO FURNISH** _____ **(*DESCRIBE MATERIALS AND/OR LABOR)* FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS** _____ ***(TITLE OF THE PROJECT OR BUILDING)*** **WHICH IS LOCATED IN THE CITY OF** _____**, COUNTY OF** _____**, AND IS OWNED BY** _____
(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 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.**

GIVEN UNDER HAND AND SEAL THIS _____ **DAY OF** _____,_____.

_____ (SIGNATURE OF RELEASING PARTY)

_____ (BY)

_____ (ITS)

_____ (WITNESS)

_____ (NOTARY PUBLIC)

_____ (MY COMMISSION EXPIRES) {SEAL}

(WITNESS ADDRESS) _____

_____

YOU MUST COMPLETE **BOTH** THE **NOTARY AND WITNESS SECTIONS** OF THIS DOCUMENT

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.

****This form must be in "12 point, boldface, all capital letter font". O.C.G.A. §44-14-366(c)****

EXAMPLE

Project Name: {PROJECTS.NAME}

Subcontract No.: {Projects.Number}-{CONTRACTS.CONTRACTNUMBER}

Subcontractor: {TOCOMPANY.NAME}

SUBCONTRACTOR / VENDOR CERTIFICATION

Listed below are all material supplier and "second tier" subcontractors that we will use for the referenced project:

I. Items committed to date:

Name (Vendor/Subcontractor)	Contact Info (Name/Phone)	Item (Material, etc.)	Total $ this Vendor/Sub	Vendor/ Sub On Site Y/N

II. Items not committed to date:

Name (Vendor/Subcontractor)	Contact Info (Name/Phone)	Item (Material, etc.)	Total $ this Vendor/Sub	Vendor/ Sub On Site Y/N

PM: _____

Brasfield & Gorrie, LLC

Date: _____

_____

BY: _____

ITS: _____

DATE: _____

WITNESS: _____

THIS FORM MUST BE COMPLETED WITH EVERY SUBCONTRACTOR PAYMENT APPLICATION

EXAMPLE

FINAL LIEN AND CLAIM WAIVER
UPON FINAL PAYMENT – GEORGIA

JOB NUMBER: _____

SUBCONTRACT NO.: _____

PROJECT: _____

ADDRESS OF PROJECT: _____

OWNER: _____

CONTRACTOR: BRASFIELD & GORRIE, L.L.C.

RELEASING PARTY: _____

Upon receipt and in consideration of payment of the sum of _____ Dollars ($_____) which sum represents the full and final amount due to Releasing Party and for the purpose of inducing Owner and Contractor to make this final payment, the Releasing Party, for itself, its employees, subcontractors, sub-subcontractors, mechanics, materialmen and laborers, does hereby represent and warrant as follows:

1. All Parties Paid. Releasing Party has been paid all amounts owed, for all materials or labor furnished to the Project, and that all parties supplying labor or materials to it in connection with the Project have been paid, or will be paid promptly from the proceeds of this final payment, for all labor, services, equipment or materials, including any and all applicable taxes, duties, license fees and royalties, furnished with relation to the Project.
5. Release of Liens. Releasing Party waives and releases any and all liens which it, its affiliates, successors or assigns have or may have upon any portion of the Project or the land of Owner or the buildings thereon, for labor, materials, stored materials, supplies or equipment furnished by, for, or on behalf of Releasing Party. Releasing Party further certifies and represents that no portion of the Project, the land of the Owner, or any buildings thereon, can be made subject of any valid lien by any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of Releasing Party for use in connection with the Project.
6. Waiver Of Claims. Releasing Party waives and releases any and all claims, causes of action, suits, damages, judgments, demands of any kind, character and description, whether known or unknown, against the Contractor, its payment bond or surety, Owner, any construction lender, the Architect, any Construction Manager, and their respective directors, officers, principals, partners, employees, agents, subsidiaries, parent and related firms, successors and assigns.
7. Representations. Releasing Party represents that no contract requirements have been waived or changed except by formal Change Order pursuant to the Subcontract or Purchase Order, that required insurance coverages remain in effect and unchanged, that warranty obligations are undiminished by any known conditions or circumstances, and that Releasing Party has secured from all subcontractors and suppliers a valid release of lien rights and waiver of claims with respect to all services, labor, materials or equipment supplied through the date hereof. Releasing Party agrees to indemnify and hold harmless Contractor and Owner, and their affiliates, successors and assigns, from all loss, cost, damage or expense (including, without limitation, attorneys' fees) arising from any liens, claims or demands of any person or entity which has furnished labor, material, stored materials, equipment or supplies to, for, or on behalf of the Subcontractor in connection with the Subcontractor's performance or obligations related to the Project.
8. Authorization. It warrants that it is the sole owner of the claims released herein, that it has not sold, assigned or conveyed such claims to any other party, and that the individual whose signature appears below has personal knowledge of these matters and is fully authorized and qualified to make these representations on behalf of the Subcontractor or Supplier.
9. Scope Of Release. The representations and release contained herein are independent covenants and operate, and are effective with respect to, all labor, services, materials or equipment provided by or through the Subcontractor or Supplier, under any agreement, whether oral or written, whether extra or additional to any such agreement, and with respect to any further labor, materials, equipment or services to be furnished with respect to the Subcontract, the Project or the Property. Payment of the agreed sum referenced above satisfies all conditions of this release.

IN WITNESS WHEREOF, Releasing Party has caused this Final Claim Waiver to be executed by its duly authorized owner, partner, agent or Officer on the _____ day of _____, _____.

_____
(Name of Releasing Party)

STATE OF _____

COUNTY OF _____

By: _____

Print: _____

Title: _____

Sworn to before me this _____ day of _____, _____.

_____ _____

Notary Public My Commission Expires

EXAMPLE

WAIVER AND RELEASE UPON FINAL PAYMENT - GEORGIA

STATE OF _____

COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY BRASFIELD & GORRIE, L.L.C. ***(NAME OF CONTRACTOR)*** **TO FURNISH** _____ ***(DESCRIBE MATERIALS AND/OR LABOR)*** **FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS** _____ ***(TITLE OF THE PROJECT OR BUILDING)*** **WHICH IS LOCATED IN THE CITY OF** _____**, COUNTY OF** _____**, AND IS OWNED BY** _____ ***(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.**

GIVEN UNDER HAND AND SEAL THIS _____ **DAY OF** _____, _____.

_____ _____

(SIGNATURE OF RELEASING PARTY) **NOTARY PUBLIC**

_____ _____

(BY) **MY COMMISSION EXPIRES** **{SEAL}**

_____

(ITS)

_____

(WITNESS)

_____

(ADDRESS)

_____

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.

****This form must be in "12 point, boldface, all capital letter font". O.C.G.A. §44-14-366(c)****

EXAMPLE