



**CONTRACT CONSTRUCTION**

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

**ATTACHMENTS/EXHIBITS**

Subcontractor and Contractor hereby agree to the covenants representations, warranties, covenants, provisions and the terms of the following items, each of is made a part of this Subcontract and which the parties hereto have reviewed in their entirety.

| Attachment/<br>Exhibit | Name of Attachment/<br>Exhibit   | Initials of Subcontractor indicating receipt<br>and acceptance of the terms thereof |
|------------------------|--|---|
| Attachment 1           | Terms and Conditions of Contract   | Acceptance: [    ]  |
| Exhibit One            | General Scope of Work  | Acceptance: [    ]  |
| Exhibit A              | Subcontractor Request for Payment Affidavit  | Acceptance: [    ]  |
| Exhibit B.1            | Interim Lien Waiver and Release Upon Payment   | Acceptance: [    ]  |
| Exhibit B.2            | Waiver and Release Upon Final Payment by Subcontractor (including, B.2.2 -<br>Affidavit for Final Payment) | Acceptance: [    ]  |
| Exhibit C              | Certificates of Insurance  | Acceptance: [    ]  |
| Exhibit D              | Contractor's Standard Accident Prevention Program for Subcontractors                                       | Acceptance: [    ]  |
| Exhibit E              | Contract Drawings and Specifications   | Acceptance: [    ]  |
| Exhibit F              | Request for Change Order   | Acceptance: [    ]  |
| Exhibit G              | Change Order Form  | Acceptance: [    ]  |
| Exhibit H              | Project Schedule   | Acceptance: [    ]  |
| Exhibit I              | Subcontractor Immigration Compliance Documents   | Acceptance: [    ]  |
| Exhibit J              | Bond Forms   | Acceptance: [    ]  |
| Exhibit K              | Additional Terms and Conditions  | Acceptance: [    ]  |

The definitions given to the terms defined in this Subcontract, shall be the definitions for the capitalized terms in each of the above Exhibits and Attachments unless such term is otherwise defined therein.

All Requests for Payment, invoices, and associated materials shall be sent via e-mail to [accounting@newsouthconstruction.com](mailto:accounting@newsouthconstruction.com) and will not be deemed received if transmitted in any other manner or directed to any other recipient. No single transmission shall be larger than 25 megabytes.

EXECUTED UNDER SEAL AS OF THE DATE SET FORTH ABOVE.

**CONTRACTOR:**  
**New South Construction Co.**

By: \_\_\_\_\_ (seal)  
Name:  
Title:

**SUBCONTRACTOR:**

ATTEST:

By: \_\_\_\_\_  
Witness to Subcontractor's Signature  
Sworn to and subscribed before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20

By: \_\_\_\_\_ (seal)  
*(Officer Signature)*  
  
\_\_\_\_\_  
*(Printed Legal Name)*

Notary Public (cannot be same as witness)

Title:

# EXHIBIT ONE

## GENERAL SCOPE OF WORK

### PROJECT

### SUBCONTRACTOR

### SUBCONTRACT NO.

It is clearly understood and agreed that all work is to be done in strict accordance and compliance with the Contract Documents as listed in the attached Exhibit "E" dated **DATE**, which includes addenda TBD. The scope of work described in the subcontract supersedes all prior negotiations, conversations and proposals prior to the Subcontract date. The Subcontractor shall provide the necessary labor, materials, equipment and adequate supervision required to perform all work included in, but not limited to, the following specification

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

#### 1. BASE CONTRACT BREAKDOWN:

| <u>Item Number</u> | <u>Description</u> | <u>Value</u>                  |
|--------------------|--------------------|-------------------------------|
| 1                  |                    |                               |
|                    |                    | <b>Base Subcontract Total</b> |

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

#### 2. ALTERNATES / UNIT PRICES:

Item No.    Description

#### 3. GENERAL INCLUSIONS:

| <u>Item No.</u> | <u>Description</u>  |
|-----------------|---|
| 001             | Subcontractor shall provide all material, labor, equipment and supervision to furnish and install the general scope of work per the contract documents, national, state, and local codes, and shall comply with the current OSHA regulations, as more particularly described in this Subcontract. |
| 002             | Subcontractor shall provide and/or pay all insurance, taxes, permits, and fees required to complete the above general scope of work, as more particularly described in this Subcontract.  |
| 003             | Subcontractor shall, in addition and without limitation to the taxes referenced above, properly calculate and remit to the State of Georgia all applicable Sales and Use Taxes, as more particularly described in this Subcontract.   |
| 004             | Provide proper safety equipment for employees.  |
| 005             | Provide weekly input into Construction Schedule, as more particularly described in this Subcontract.  |
| 006             | Daily clean up and disposal into General Contractor dumpster, as more particularly described in this Subcontract.   |
| 007             | Scaffolding as required.  |
| 008             | Provide As-Built drawings, warranties, Operation and Maintenance Manuals, as more particularly described in this Subcontract. Shipping, unloading, distributing, storage and hoisting of materials.   |
| 009             | Submittals, shop drawings, and samples per plans and specifications, as more particularly described in this Subcontract.  |
| 010             | Daily reports filled out and given to Contractor on a daily basis.  |
| 011             | Workers shall park in areas designated by Contractor.   |
| 012             | Contract amount is for the duration of the Project. Increases in the contract value due to material price escalations will not be accepted, as more particularly described in this Subcontract.   |
| 013             | Multiple mobilizations as needed to perform entire scope of work.   |
| 014             |   |

#### 4. SUBCONTRACT-SPECIFIC INCLUSIONS

Item No.    Description

#### 5. EXCLUSIONS:

Item No.    Description

**EXHIBIT E**  
**CONTRACT DRAWINGS AND SPECIFICATIONS**  
**PROJECT**  
**DATE:**

Drawings by

**Project:**

*Drawing / Revision*

**Issued**

**Status**

**Revisions**

**EXHIBIT I**  
**SUBCONTRACTOR IMMIGRATION COMPLIANCE DOCUMENTS**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

**Job #:**

By executing this affidavit, the undersigned subcontractor verifies its compliance with the Immigration Laws as defined in Article 26 of the Subcontract to which this is attached and states affirmatively that the individual, firm or corporation that is engaged in the physical performance of services under a contract with **New South Construction Co.** on behalf of **OWNER** has registered with and is participating in U.S. Citizenship and Immigration Services E-Verify program ("E-Verify").

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

\_\_\_\_\_

EEV/Basic Pilot Program  
\*Company Identification Number

Date of authorization to use the Federal Work Authorization Project (MM/DD/YY)

Subcontractor Full Legal Name

Street Address

City, State and Zip Code

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

BY: Authorized Officer

Title of Authorized Officer of Subcontractor

Printed Name of Authorized Officer or Agent

\_\_\_\_\_

\_\_\_\_\_

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

Notary Public  
My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_