

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/ Exhibit	Name of Attachment/ Exhibit	Initials of Subcontractor indicating receipt 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 - 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 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:

ATTACHMENT 1

TERMS AND CONDITIONS OF CONTRACT

1. AGREEMENT:

- 1.1. The Owner Contract, including the Contract Documents, is hereby incorporated into this Subcontract by this reference. Subcontractor hereby acknowledges that a copy of the Owner Contract, including the Contract Documents, has been made available to it. Subcontractor hereby agrees to be bound by all the terms of the Owner Contract, including the Contract Documents, and to assume towards Contractor all of the obligations and the responsibilities that Contractor by those instruments assumes towards Owner. To the extent of any direct conflict between the Owner Contract and this Subcontract, the term or provision that is more onerous or imposes a greater obligation on Subcontractor shall govern to the extent not in conflict with applicable law.
- 1.2. This Subcontract is subject to the Architect's and Owner's approval of this Subcontract and the Subcontractor.
- 1.3. All Work performed under this Subcontract shall be completed in conformance with all federal, state, city, county, and local ordinances and authorities; all requirements of federal, state, city, county and local building codes which are applicable to the work; local sanitary laws and rules and regulations; and all orders and interpretations of such ordinances, requirements, laws, rules and regulations are set forth herein, in the Owner Contract, or the Contract Documents thereof. Subcontractor shall furnish without any extra charge any additional materials and labor (1) which may be required to comply with such codes, ordinances, requirements, laws, rules and regulations, and (2) which are not specifically included in this Subcontract or the Contract Documents but are reasonably inferable therefrom and are necessary for the proper completion of this work.
- 1.4. Subcontractor hereby represents, warrants and covenants that (x) to the extent that Subcontractor has, has had, or will have independent contractors, such independent contractors are, were, or will be properly classified as independent contractors and were not, should not have been, or shall not be required to be classified as employees of Subcontractor under any applicable law, including any law, rule, or regulation of the Internal Revenue Service ("IRS"), (y) no employee or independent contractor of Subcontractor has ever filed an IRS Form SS-8 with respect to Subcontractor, and (z) Subcontractor has never filed a Form SS-8 with respect to any employee or independent contractor of Subcontractor.

2. NO ASSIGNMENT OR TRANSFER OF CONTRACT RIGHTS:

- 2.1. Subcontractor shall not let, assign, assign the proceeds, subcontract to others, piecemeal, or otherwise transfer this Subcontract or any part hereof or thereof, or any interest herein or therein, without the written consent of Contractor. The transfer of actual or beneficial ownership or control of Subcontractor without prior written notice to Contractor will result in a default under this Subcontract.
- 2.2. For the sake of clarity and in no way limiting Contractor's ability to assign this Subcontract in whole or in part as Contractor chooses, Subcontractor hereby agrees and acknowledges that Contractor may assign this Subcontract to Owner at any time and such assignment shall not require the action or approval of Subcontractor. Further, any subcontract, purchase order, or other agreement related to the Project between Subcontractor and any of its subcontractors or suppliers shall be freely assignable to Contractor and Owner.

3. SUBCONTRACT SUM:

- 3.1. Payment to Contractor by Owner for the work performed by Subcontractor shall be an absolute condition precedent to Contractor's obligation to pay Subcontractor. There shall be no obligation whatsoever for Contractor to pay the Subcontractor until the Contractor is paid for the work or materials for which the subcontractor seeks payment. Subcontractor recognizes that this agreement is a "Pay Only If and When Paid" arrangement. No payment to Subcontractor shall operate as an approval of Subcontractor's work or material or any part thereof.
- 3.2. Subcontractor warrants and acknowledges that it has thoroughly reviewed Contract Documents and approved the Subcontract Sum in view of the work to be performed under this Subcontract, and Subcontractor recognizes that Contractor has relied and will act in reliance on the Subcontract Sum in entering into

contractual agreements with Owner and other subcontractors. Subcontractor agrees that no modification or termination of the Subcontract shall be made due to any error or omission on the part of Subcontractor with respect to the Subcontract Sum specified herein or the full requirements of the Contract Documents.

- 3.3. The Subcontract Sum shall be modified (increased or decreased) only under those circumstances where the Scope of Work as described in EXHIBIT ONE has changed in accordance with the terms of this Subcontract. The modification shall be added to or subtracted from the original Subcontract Sum and EXHIBIT ONE, General Scope of Work, only in the form of a written Subcontract Change Order. All Subcontract Change Orders issued under this Subcontract shall be subject to all of the terms of this Subcontract and the Owner Contract, including the Contract Documents.
- 3.4. Subcontractor warrants and acknowledges that it is responsible for and bears the burden of any risk of increase in the costs of supplies, labor or other costs necessary to complete its work. Subcontractor shall not be entitled to (a) any increase in the Subcontract Sum, (b) damages of any sort, (c) additional compensation or (d) modification or rescission of any duties or obligations arising under this Contract based upon any increases in the aforementioned costs, except to the extent that Contractor is entitled to compensation for such cost increases from the Owner, and then only to the extent of any amounts that Contractor, on behalf of Subcontractor, actually receives from Owner for such cost increases.

4. PAYMENT AGREEMENT:

- 4.1. Contractor agrees to pay Subcontractor on a progress payment basis for the value of labor and materials incorporated by Subcontractor in the Project and of materials on-site and off-site in a manner acceptable of Contractor and Owner, less the Retainage Percentage on the cumulative cost of the work-to-date, less the aggregate of previous payments. Subcontractor shall make payments promptly of all amounts due and owing to its subcontractors, laborers and materialmen for material and labor used in the performance of said work. Subject to the other conditions of this Subcontract, Contractor agrees to payments of the Subcontract Sum after the following criteria has been met:

4.1.1. Progress Payments:

- 4.1.1.1. Payment has been received by the Contractor from the Owner (per Section 3.1).
- 4.1.1.2. Fully executed Subcontract, including without limitation, fully completed Exhibit "I".
- 4.1.1.3. Current Certificate of Insurance, in the form of Exhibit "C".
- 4.1.1.4. Executed Payment and Performance Bonds, as required.
- 4.1.1.5. Receipt from Subcontractor of a fully executed and notarized Subcontractor's Request for Payment Affidavit, in the form of Exhibit "A".
- 4.1.1.6. Sub-subcontractor lien releases, if required.
- 4.1.1.7. Supplier lien releases, if required.
- 4.1.1.8. Execution of all outstanding Change Orders.
- 4.1.1.9. Sales and Use Tax Certificate of Registration and any other current Sales & Use Tax Form.
- 4.1.1.10. Other documentation as required by the Contract Documents or reasonably required by the Contractor or Owner.

4.1.2. Final Payment:

- 4.1.2.1. Provided that Contractor has received final payment from Owner, documentation that may, at Contractor's sole option, be required before Final Payment of the Subcontract Sum to Subcontractor includes the following:
- 4.1.2.2. Acceptance of Subcontractor's work by Owner, Architect (if applicable) and Contractor.
- 4.1.2.3. Completion of Owner's, Architect's, and Contractor's punch lists.
- 4.1.2.4. Completion of all of Subcontractor's Scope of Work and the removal of all jobsite equipment and excess materials not incorporated into the final product.
- 4.1.2.5. Fully executed Final Change Order.
- 4.1.2.6. Close-Out documents as required by Contract Documents
- 4.1.2.7. Receipt from Subcontractor of an executed Final Affidavit and Waiver of Lien by Subcontractor form, in the form of Exhibit "B".
- 4.1.2.8. Warranty forms, as required by Contract Documents.
- 4.1.2.9. Equipment manuals, as required by Contract Documents.
- 4.1.2.10. As-built drawings, as required by Contract Documents.
- 4.1.2.11. Subcontractor's furnishing to Contractor of such other documentation as Contractor may reasonably require, including documentation to evidence that all labor and materials accounts incurred by Subcontractor in

connection with its work have been paid in full, and all sales and use taxes are current and paid in full for any work or materials used on the Project.

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

5. PAYMENT WITHHELD; REFERENCE TO TERMINATION AND REMEDIES:

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

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

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

6. SCHEDULE:

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

from the sole responsibility of procuring material in a timely fashion and performing the work in accordance with the project schedule.

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

7. JOB COORDINATION:

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

7.4. The Subcontractor shall carefully review and give written notice to the Contractor of any errors, inconsistencies or omissions it may discover in the Contract Documents prior to or subsequent to the entry of this Contract. Subcontractor shall be liable for any damages or additional costs incurred as a result of Subcontractor's failure to discover or provide advanced written notice to the Contractor of errors, inconsistencies or omissions in the Contract Documents.

8. CHANGES IN THE WORK:

8.1. No alterations shall be made in the work as shown or described in the Contract Documents, as modified by applicable codes, ordinances, requirements, laws, rules and regulations as set forth in the Subcontract hereof, except on the prior written authorization of Contractor. Prior to authorization, the Subcontractor shall propose the value of the work or materials to be added or omitted and any extension or deduction from the time of completion necessitated by the proposed change in work. Thereafter, Contractor shall review Subcontractor's proposed alteration and, subject to the written approval and acceptance by Contractor which alteration shall be in the sole discretion of the Contractor, the contract amount shall be added to (if Subcontractor has not previously agreed to perform the additional work under the terms of this Subcontract) or deducted from the Subcontract Sum and time of completion. Any such change in the Subcontract Sum may be determined by the Contractor at its sole option in one of the following manners:

8.1.1. By mutual agreement of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by Contractor (See Exhibit "F" - Request For Change Order);

8.1.2. By unit price stated in this Subcontract or as subsequently mutually agreed upon on a time and material cost basis: In this event, Subcontractor shall submit costs on a daily basis for Contractor's signature, including a detailed breakdown of labor hours and required materials. In the event that daily time and material records are not received by Contractor within 48 hours of performance, Subcontractor's right to any additional sums shall be deemed waived. Contractor may, at its sole discretion and only by written notice, waive Subcontractor's obligation for prompt submission of costs and agree to pay for such time and material;

8.1.3. On the basis of the reasonable cost to Subcontractor of such work, as determined by Contractor at its sole discretion. (Subcontractor shall keep and on a daily basis present in such form as Contractor may request an itemized accounting, together with supporting information, of the costs of such work);

8.1.4. Or as may be required in the Owner Contract.

8.2. Subject to the other conditions of this Subcontract, **Subcontractor shall have no claim for the cost of additional work or for an extension of time (including, without limitation, claims for impact damages or for costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written change order and approved and accepted by Contractor on such written Subcontract Change Order.** Any attempted reservation by Subcontractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Contractor shall be null and void. To the extent consistent herewith, all change orders issued under this Subcontract shall be subject to all terms of this Subcontract and the Owner Contract.

8.3. It is the responsibility of the Subcontractor to review revised Contract Documents and respond in writing within five (5) calendar days, unless an earlier time period is required by Contract Documents, after receipt of said documents concerning changes in the scope of work, if any, as well as the corresponding pricing. Failure to respond to revised documents issued to the Subcontractor, in accordance with the conditions set forth herein, will constitute a waiver of any right of Subcontractor to request an adjustment to either the Subcontract Sum or Project schedule.

8.4. Deductive Change Orders: Contractor may issue a deductive change order for subcontractors. This may include work not completed, delays to project specifically by the Subcontractor, mutually agreed to scope of work transferred to another subcontractor or completed by Contractor, and deleted work as directed by the Architect or Owner. Contractor will charge a 15% fee to cover overhead and profit for any work that the Subcontractor fails to complete under this agreement.

8.5. Contractor shall have the right to accelerate the Subcontractor's time for performance by requiring that Subcontractor add additional manpower or work overtime within reasonable industry standards. In the event that Contractor accelerates the Subcontractor's time for performance and Subcontractor is required to add manpower, Subcontractor shall be permitted a reasonable equitable adjustment to the Subcontract Sum so

long as the action or inaction of Subcontractor did not in any way cause, bring about, contribute to, or result in the conditions giving rise to Contractor's exercise of such acceleration right. In the event that Contractor requests Subcontractor to perform overtime work, Subcontractor shall be entitled to an adjustment to the Subcontract Sum equal to the actual premium cost incurred as proven by subcontractors payroll records. Any payments related to adjustments in Subcontract Sum provided for in this Section 8.5 that are caused or brought about by the action or inaction of the Owner shall be subject to all of the terms and conditions of this Subcontract, including Section 3.1. Subcontractor hereby agrees and acknowledges that it shall have no rights or claims under this Section 8.5 to any amounts in excess of amounts received by Contractor as payment for such acceleration less amounts due or payable to Contractor therefor.

9. INSURANCE:

- 9.1. Prior to commencing work, Subcontractor shall provide a Certificate of Insurance to Contractor evidencing the below requirements. A copy of a Certificate of Insurance form is attached as Exhibit "C". The term "Subcontractor" as used herein means and includes subcontractors of every tier.
- 9.2. Indemnification: As a part of consideration of the parties to enter into this contract, the receipt and sufficiency of which is hereby acknowledged by Subcontractor, Subcontractor agrees to indemnify and hold Contractor and Owner and their officers, directors, employees, agents, and all other parties as set forth in the Contract Documents wholly harmless from any damages, claims, demands, suits by any person or persons, losses, and expenses (including but not limited to, reasonable attorneys' fees and court costs), arising out of or resulting from the execution of the work provided in this Subcontract, whether performed by Subcontractor, its agents, employees, including liability for any negligence of a party indemnified hereunder, but excluding liability for the sole negligence of any such party. Subcontractor acknowledges that it has obtained and will maintain insurance coverage for the full extent of the contractual liability assumed by the Subcontractor pursuant to this provision. Subcontractor acknowledges that it has obtained and will maintain insurance coverage with an AM Best rated "A-VIII" insurance company or better for the full extent of the contractual liability assumed by the Subcontractor pursuant to this provision. Notwithstanding anything to the contrary, Subcontractor's insurance and/or the insurance requirements pursuant to this Subcontract shall in no way limit Subcontractor's liability under this provision.
- 9.3. General Liability: Subcontractor shall maintain at its own expense such insurance as will protect it from claims under Public Liability, Property Damage, Completed Operations (for a period of one (1) year from the Date of Substantial Completion of the Project, the final payment to Subcontractor or for such longer period as may be required by the Contract Documents, whichever is latest in time). All Certificates of Insurance shall state the following:
 - 9.3.1. \$1,000,000 Limit of Liability per occurrence and \$2,000,000 aggregate.
 - 9.3.2. Contractor and the Owner as Additional Insured as their interest may appear with no exclusions for completed operations.
 - 9.3.3. Per Project Aggregate.
 - 9.3.4. Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
 - 9.3.5. Explosion, Collapse and Underground (XCU) coverage where applicable.
 - 9.3.6. Insurance is primary and is not dependent upon Contractor's insurance should Subcontractor fail or neglect to provide the required insurance and proof of all required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by said Contractor for and on account of such insurance.
- 9.4. Automobile Liability: Subcontractor shall maintain at its own expense Comprehensive Automobile Liability Insurance for all owned, hired or non-owned vehicles. All Certificates of Insurance shall state the following:
 - 9.4.1. Combined Single Limit for Bodily Injury and Property Damage in the amount of \$1,000,000 per occurrence.
 - 9.4.2. Contractor and the Owner as Additional Insured as their interest may appear.
 - 9.4.3. Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.5. Excess (Umbrella) Liability: Subcontractor shall maintain at its own expense an Umbrella policy to apply in excess of the underlying limits for General Liability, Automobile Liability and Employers' Liability. Subcontractor's full policy limits shall apply to this contract and be evidenced on required certificate. Policy limits less than \$2,000,000 will not be accepted. All Certificates of Insurance shall state the following:
 - 9.5.1. Contractor and the Owner as Additional Insured as their interest may appear.
 - 9.5.2. Policy contains a Waiver of Subrogation in favor of Contractor and the Owner.

- 9.6. Worker's Compensation and Employers' Liability: Subcontractor shall maintain at its own expense such insurance as will protect it from claims under the Worker's Compensation Law of the state in which the work is being performed. Should Subcontractor fail or neglect to provide the required insurance, Contractor shall have the right, but not the duty, to provide said insurance and deduct from any money that may be due or become due to Subcontractor any and all premiums paid by said Contractor for and on account of such insurance. The policy contains a Waiver of Subrogation in favor of Contractor and the Owner.
- 9.7. Builder's Risk: Builders' Risk insurance may be provided by the Owner or Contractor covering all materials, equipment, machinery and supplies of the insured, or for which the insured shall be liable or shall have assumed liability that becomes a permanent part of the structure or project. It is the responsibility of each Subcontractor to furnish their own coverage for shanties, scaffolding, staging towers, supplies, tools and any other owned/rented equipment not to become part of the structure. Whether or not a loss is reimbursable by builder's risk insurance, each Subcontractor hereby acknowledges its obligation for any loss to its work and will be responsible for the work and/or deductible amount under this policy.
- 9.8. Cancellation, Renewal or Modification: All insurance certificates and policies of Subcontractor shall contain a provision that the coverage afforded thereunder shall not be cancelled or nonrenewed, nor restrictive modifications added, until at least thirty (30) days prior written notice has been given to the Contractor, unless otherwise specifically required in the Contract Documents.
- 9.9. Carriers and Policy Form: All insurance coverages required of Subcontractor hereunder shall be underwritten in form and by an insurer acceptable to Contractor. In any event, all insurance required by this Subcontract shall be maintained diligently and shall only be with an insurer that carries an AM Best rating of A-VIII or better. All policies shall be written in "occurrence" based coverage and no "claims made" coverage shall be permitted. The failure to have such insurance coverage is a default under this contract.

10. TAXES:

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

arising out of any failure by Subcontractor to abide by the provisions of this Article 10. Contractor shall be entitled to withhold the aforementioned amounts whether such issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arise out of this Subcontract or under any other subcontract, purchase contract, purchase order or other agreement between Contractor and Subcontractor on this or any other project. Further, Subcontractor hereby agrees and acknowledges that if Subcontractor does not have a Georgia Sales and Use Tax Number, Contractor may withhold a percentage, as determined by Contractor in its sole discretion, of any payment or amounts to be paid hereunder.

11. LIENS:

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

12. SAFETY:

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

Project Site. Subcontractor shall submit this program for review within ten (10) days of execution of the Subcontract or ten (10) days before mobilizing on the Project, whichever occurs first. This Subcontractor is responsible for any chemicals, which will be used by the Subcontractor, which enter the project site.

- 12.4. Substance Abuse Program: Subcontractor agrees to be responsible for implementing and maintaining an effective Substance Abuse Program. Subcontractor shall submit this program for review within ten (10) days of the execution of this Subcontract or ten (10) days before mobilizing on the project, whichever occurs first. Should Subcontractor not have a written Substance Abuse Program, it agrees to abide by any Substance Abuse Program imposed by Contractor. Any costs incurred in the adoption, implementation or administration of the Subcontractor's Substance Abuse Program shall be the responsibility of the Subcontractor.
- 12.5. Notice of Accidents: Subcontractor shall immediately notify Contractor of any accident and/or injury to Subcontractor's employees occurring at the project site or arising out of performance of Subcontractor's Work. Subcontractor shall supply a written, detailed report of all accidents and injuries.
- 12.6. Suspension of Work, Administrative Charges: Contractor, at its election, may suspend Subcontractor's Work if Subcontractor fails to comply with any safety rules, regulations, laws, plans and provisions and continue any suspension until Subcontractor remedies any violation. No suspension due to safety violation shall result in an increase in Subcontractor's time for execution of work or payment for work. Additionally, the Contractor shall be entitled to assess an Administrative Charge for violations as outlined in Article 14 below and may additionally assess any delay damages or other costs to Contractor associated with any safety violation of Subcontractor and assess costs and damages per this Subcontract.

13. PERMITS & LICENSES:

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

14. ADMINISTRATIVE CHARGES:

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

15. CLEANUP:

- 15.1. Subcontractor shall maintain a clean and safe work area by removing on a daily basis all trash and debris either resulting from Subcontractor's work or caused by its employees. All trash such as cartons, boxes, pallets,

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

16. SUBMITTALS:

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

17. LAYOUT:

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

18. BONDS:

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

18.4. If this Contract does not require a bond from Subcontractor, it is understood, at Contractor's discretion, that this Subcontract will become part of the Contractor's Subcontractor Default program. As a part of the Subcontractor Default program, Subcontractor, at the request of the Contractor, shall provide financial information in a format acceptable to the Contractor in order to determine financial stability and acceptability into Subcontractor Default Program.

19. HOISTING:

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

20. TERMINATION:

20.1. Owner Termination: In the event that Owner terminates or cancels the Owner Contract for any cause whatsoever at any time after the date hereof, within sixty (60) days after such termination or cancellation, Contractor may, by written notice to Subcontractor, cancel and terminate this Subcontract, and, in that event, it is agreed that Subcontractor shall have no claim of any kind whatsoever against Contractor for breach of this Subcontract or for any other cause or reason whatsoever and that Contractor shall be under no liability to Subcontractor except that Contractor shall be liable to Subcontractor for those amounts theretofore or thereafter paid to Contractor by Owner on account of the work performed by Subcontractor under this Subcontract.

20.2. Owner Insolvency: In the event that the Owner or other party responsible to the Contractor for payment shall (1) file for bankruptcy protection, (2) have an action brought by it or against it under any law dealing with insolvency or bankruptcy, (3) have a receiver appointed over its assets or undertakings, (4) enters into a deed or arrangement, or makes an assignment for the benefit of creditors, or (5) fails to function as a going concern, Contractor may at its sole option terminate this Subcontract, by written notice to Subcontractor, and in that event, it is agreed that Subcontractor shall have no claim whatsoever against Contractor except that Contractor shall be liable to Subcontractor for those amounts theretofore or thereafter actually received by the Contractor on account of work performed by Subcontractor under this Subcontract which amounts are not subject to any claims for preferential payment, set offs and/or any other claim wherein Contractor may be subject to loss of payments received from Owner. In the event that Contractor is ever required to return or relinquish any payment or relinquish control over funds received on account of work performed by Subcontractor, and upon which Subcontractor received payment from Contractor, Subcontractor agrees to indemnify Contractor for all amounts returned or relinquished.

20.3. Contractor Voluntary Termination: The Contractor may terminate, in its sole discretion, this Subcontract by written notice for the convenience of the Contractor, and the Subcontractor shall be required to cease work hereunder. In the event of Contractor's termination for convenience, the Subcontractor, subject to the terms and conditions hereof, including Section 3.1, shall be paid for its work in place and costs directly related to the termination, as determined by Contractor, except that Subcontractor shall not be entitled to anticipated profits on work not yet performed or on materials or equipment not yet furnished or for consequential damages of any sort.

20.4. Strike or Other Labor Related Termination: In the event of a strike, disruption, delay or stoppage of the work ("Work Stoppage"), whether on the Project or any other building, structure or improvement which Contractor, or any of its subsidiaries, affiliates, or joint ventures is erecting or altering, which results from a dispute involving or affecting or which is caused, in whole or in part, by the labor employed by Subcontractor, Contractor may at its option terminate this Subcontract. If this Subcontract is terminated pursuant to this Section 20.4, Contractor shall, subject to the conditions for payment set forth in this Subcontract, including Section 3.1 and provided that the action or inaction of Subcontractor did not cause, bring about, contribute to, or result in such Work Stoppage, compensate Subcontractor for the value of labor and material theretofore furnished or delivered to the site of the Project, proportioned upon the Subcontract Sum, except that Subcontractor shall not be entitled to anticipated profits on work not yet performed or on materials or equipment not yet furnished or for consequential damages of any sort.

20.5. Termination For Cause: The Contractor may terminate this Subcontract if the Subcontractor:

- 20.5.1. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials or fails to timely perform its Work;
- 20.5.2. Fails to make payment to its subcontractors or suppliers for materials or labor in accordance with the respective agreements between the Subcontractor and its subcontractors and suppliers, including failure to sign a joint-check or agree to direct payment;
- 20.5.3. Disregards laws, ordinances, or rules, regulations or orders of a governmental entity or public authority having jurisdiction or any Project safety rules;
- 20.5.4. Otherwise is in material breach of a provision of the Owner Contract, the Contract Documents, or this Subcontract; or
- 20.5.5. Files a voluntary petition or is subject to an involuntary petition in bankruptcy or if an action for receivership has been taken against the Subcontractor or if Subcontractor has otherwise had a receiver appointed. In the event of bankruptcy, receivership or other insolvency of Subcontractor (each a "Bankruptcy Event"), Subcontractor acknowledges that Contractor, at its sole discretion may undertake remedies of procuring replacement contractors or suppliers to fulfill the obligations of the Subcontractor.
- 20.5.6. In the event of a Bankruptcy Event, Contractor may, in its sole discretion, make demand upon Subcontractor that it provide Contractor with reasonable assurance of Subcontractor's ability to fully and completely fulfill all obligations and requirements of this Subcontract. Further, Contractor shall be entitled to make demand upon Subcontractor that it either assume or reject the Subcontract, and Subcontractor shall respond in writing to such demand within two (2) business days of its receipt of such demand. Should Subcontractor fail to respond to a demand for further assurances or fail to timely assume the Subcontract after receipt of demand, Subcontractor shall be deemed in material breach of this Subcontract and Contractor shall be entitled to all contractual rights and remedies as well as all remedies available at law or in equity.
- 20.6. Mechanism For Termination For Cause: When any of the above reasons exist, the Contractor may without prejudice to other rights or remedies of the Contractor and after giving the Subcontractor two (2) calendar days written notice, terminate the employment of the Subcontractor and may,
 - 20.6.1. Take possession of the Subcontractor's materials, equipment, tools and machinery;
 - 20.6.2. Accept assignment of Subcontractor's subcontracts or supplier agreements; and/or
 - 20.6.3. Finish the Work by whatever reasonable method the Contractor may deem expedient.
- 20.7. When Contractor terminates this Subcontract for cause, the Subcontractor shall not be entitled to receive further payment until the Work is finished.
- 20.8. If Contractor terminates or purports to terminate this Subcontract for cause as described in Sections 20.5 and 20.6, and it is later determined that appropriate grounds did not exist for such for cause termination, such termination shall be treated as a termination for convenience under the terms of Section 20.3.
- 20.9. If the unpaid balance of the Subcontract Sum exceeds costs of finishing the Work, including compensation for the use of any professionals, such as engineers and/or architects made necessary thereby, and other damages incurred by the Owner and/or Contractor and not expressly waived, such excess shall be paid to the Subcontractor. However, if such costs and damages exceed the unpaid balance, the Subcontractor shall be liable to and shall pay the Contractor the difference. The obligation of the Subcontractor to pay the Contractor shall survive termination of this Subcontract.
- 20.10. All costs will be documented through a change order per Article 8.
- 20.11. Termination of this Subcontract, for any reason, including cause, shall not release Subcontractor from obligations which normally follow completion or cessation of work on the Project, including any warranty obligations, insurance obligations, obligations arising under Section 5 of this Subcontract, provision of lien and bond releases and waivers, and the provision of any and all remaining close out documentation.

21. SUPERVISION AND LABOR:

- 21.1. Subcontractor shall appoint one of its employees to be stationed on the Project site during the performance of the work to supervise the performance of the work. This employee will be subject to Contractor's approval. Contractor has the right of removal of employee from project if proven unsatisfactory. This employee shall have the authority to make decisions on behalf of the Subcontractor. This employee cannot be reassigned from the Project by the Subcontractor, without Contractor's approval, and shall remain on-site a minimum of thirty-five (35) hours per week and one hundred percent (100%) of the time this Subcontractor is directly performing the work described in the Contract Documents. All communications between Subcontractor and Contractor's project superintendent shall be forwarded through this employee.
- 21.2. Subcontractor agrees that in the performance of the Work called for by this Subcontract, it will employ only such labor as will not delay or interfere with the expeditious progress of the Project, and as will be acceptable to and will work in harmony with all other workmen employed on-site of the Project or on any other building, structure, or other improvement whether public or private which Contractor may then be erecting or altering.
- 21.3. Subcontractor shall maintain and assign to the Work, at all times, sufficient staff and personnel to perform the Work in a skilled, professional and satisfactory manner and so as not to delay the progress of the Work. The Subcontractor shall immediately replace or cause to be replaced all employees or workmen whose Work, as determined by the Contractor, does not meet such requirements.

22. THIRD PARTY CLAIMS:

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

23. WARRANTY:

- 23.1. Subcontractor warrants to Contractor that all work, materials and equipment furnished, or which are furnished by Subcontractor's subcontractor or materialmen, under this Subcontract shall be new and free from defects, unless otherwise specified, and that all work will be first-class quality and shall be in conformance with the Contract Documents. Subcontractor further warrants that all work will comply with all warranties, guaranties and building requirements which are imposed upon Owner, Contractor, or Subcontractor by any local ordinances, requirements of city or county building codes or of federal or state authorities which are applicable to the work, local sanitary laws or rules or regulations, or any orders or interpretations thereof by governing public authorities.
- 23.2. Without limiting its other obligations under the Contract Documents or common law, Subcontractor agrees to remedy at its own expense any defects due to faulty materials or workmanship and shall pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the Date of Substantial Completion of the Project or within such longer time as may be prescribed by law or by the terms of any special warranties or guaranties required by the Contract Documents. Unless extended by the Contract Documents, for the purpose of establishing the Warranty period, the Date of Substantial Completion shall be deemed to occur when Certificates of Substantial Completion have been issued for the entire Project. Nothing contained in this Section 23.2 shall be construed to establish a period of limitation with respect to any other obligation that Subcontractor has under this Subcontract, under law or under equity. The establishment of the time period of one (1) year after the date of substantial completion of the Project or for such longer period of time as may be prescribed by law or by the terms of any warranty or guaranty required by this Subcontract or the Contract Documents relates only to the specific obligation of Subcontractor to correct the work, and has no relationship to the time within which its obligation to comply with this Subcontract or applicable provisions of law which may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Subcontractor's liability with respect to its obligations other than specifically to correct the work.
- 23.3. Whenever written guaranties or warranties are called for by the Contract Documents pertaining to this Subcontract, the Subcontractor shall furnish these for such period of time as may be stipulated.
- 23.4. This Article 23 shall survive any termination of this Subcontract.

24. NO WAIVER:

- 24.1. No failure of Contractor to exercise any power or right given hereunder or to insist upon strict compliance by Subcontractor with any of its obligation hereunder, and no conduct or practice of the parties at variance with

the terms of this Subcontract, shall constitute a waiver or variation of Contractor's right to demand exact compliance with the terms hereof.

25. EQUAL OPPORTUNITY CLAUSE:

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

26. IMMIGRATION AND CONTROL ACT:

- 26.1. Subcontractor represents and warrants that it is and agrees that it will remain in full compliance with the Immigration Reform and Control Act of 1986, and as amended, including but not limited to all required employment and identity verification procedures and record keeping requirements, and, as applicable, the Immigration and Nationality Act, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, the Georgia Security and Immigration Compliance Act, as amended, and all other immigration laws and regulations, including without limitation those related to eligibility documentation and Forms I-9 (collectively and together with the Immigration Reform and Control Act of 1986, "Immigration Laws"). In the event the Subcontractor fails to comply in any respect with the requirements of any Immigration Law, the Subcontractor agrees to indemnify the Contractor and Owner with respect to and hold the Contractor harmless from any and all penalties, fines, charges, assessments, claims, demands, losses, damages, actions or causes of action by the United States Government, any state, local, or municipal government or by any other entity or person, and agrees to pay any expenses, including attorney's fees, incurred by the Contractor as a result of such failure. Further, Subcontractor agrees to indemnify Contractor and Owner for any direct or indirect losses, damages, injuries, or costs arising out of or related to Subcontractor's breach of this Article 26 and Subcontractor agrees to hold Contractor and Owner harmless for any damages, injuries, claims, or other adverse actions or consequences arising from its actions to comply with this Article 26.
- 26.2. Subcontractor/vendor hereby agrees that if it has not already (1) it will begin to use U.S. Citizenship and Immigration Services E-Verify program ("E-Verify") within 3 days of the date hereof; (2) it will use E-Verify to verify the employment eligibility of all employees assigned to this Subcontract/purchase order within ninety (90) calendar days of enrollment in E-Verify or within thirty (30) calendar days of assignment to this Subcontract/purchase order, whichever date is later; and (3) will include the language of this Article 26 and this clause, including the requirement for further flow down in all lower tier subcontracts/purchase orders.
- 26.3. Subcontractor shall provide a fully completed and executed copy of Exhibit "I" together herewith. Any delays resulting from Subcontractor's failures to comply with the terms of this Article 26 and all costs associated therewith shall be the responsibility of Subcontractor.
- 26.4. Contractor shall have the absolute right to withhold, as an extraordinary reserve and/or to use as set off, and without limiting other rights and remedies, an amount reasonably sufficient, as solely determined by the Contractor, to remedy any issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arising out of any failure by Subcontractor to abide by the provisions of this Section. Contractor shall be entitled to withhold the aforementioned amounts whether such issues, fines, taxes, levies, audit and legal costs, attorney's fees or other costs arise out of this Subcontract or under any other subcontract, purchase contract, purchase order or other agreement between Contractor and Subcontractor on this or any other project.
- 26.5. Any breach of any provision of this Article 26 shall be deemed a material and/or substantial breach of Subcontract and authorizes Contractor to suspend or terminate performance on the Project immediately.

27. PUNCH LIST AND DEMOBILIZATION:

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

- 27.2. Subcontractor agrees to maintain skilled and professional labor on-site with on-site supervision until punch list items are completed and accepted by Owner and Contractor and/or Architect.
- 27.3. Upon Substantial Completion of the Subcontract by Subcontractor, Subcontractor shall remove from the Project Site all temporary systems, tools, equipment, machinery and surplus materials not required for the continued performance of any Work under this Subcontract, unless otherwise directed by Contractor.
- 27.4. Subcontractor shall continually inspect its own work to ensure conformance with the Contract Documents. Subcontractor agrees to correct any deficiency or deviation in the Work at any point in time of discovery by any party.
- 27.5. All Work shall be subject to the final approval of Architect or Owner's agent (if applicable) and the Contractor, and their decision shall be final.

28. EXHIBITS:

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

29. DISPUTE RESOLUTION:

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

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

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

30. MISCELLANEOUS PROVISIONS:

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

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

- 30.3. When Subcontractor is required to provide written notice or request under this Subcontract, such written notice or request shall only be effective if (a) hand delivered to the Contractor's Project Manager with a written acknowledgement of receipt, (b) by statutory overnight mail or with a reputable overnight courier service with signature required to Contractor's principal office address referenced in Article 1 attention to the Project Manager. All such written notice or request shall be deemed delivered the day after receipt if sent by facsimile, statutory overnight mail or reputable overnight courier service. Hand delivery shall be deemed received the date delivered. No other delivery method shall constitute written notice under this Subcontract. Daily report entries shall not constitute written notice or request under this Subcontract.

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

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

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

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

Subcontractor agrees that during the performance of its work on the Project and for a period of one (1) year following the termination of Subcontractor's performance upon the Project in the territory of Georgia, Florida, Tennessee, Ohio, South Carolina and North Carolina, it will not, on its own behalf or on behalf of any person, firm, partnership, association, corporation, or other business organization, entity or enterprise, knowingly

solicit, call upon, or initiate communication or contact with any person or entity or any representative of the Owner, with whom Subcontractor had material contact during the Project performance, with a view to the sale or the provision of any General Contracting or Construction Management services on commercial or governmental projects.

For purposes of this Section 30.7, the term "Contractor," shall include any parents, affiliates, joint ventures, and subsidiaries of Contractor, including any entity or joint venture in which Contractor has an ownership interest. For purposes of this Section 30.7, the term "Subcontractor" shall include any subsidiaries of or other entities ultimately owned or controlled by "Subcontractor."

This Section 30.7 shall survive any termination of this Subcontract.

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

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		
		Base Subcontract Total

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:

Item No. Description

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:
