East Roswell Library

Atlanta-Fulton Public Library Capital Improvement Plan

Bid Package No. 10.4 – Toilet and Bath Accessories

Ajax Project No. 201209

March 14, 2014

FULTON COUNTY

Ajax BUILDING CORPORATION OF GEORGIA

atlanta-fulton public library system

JOB NAME: East Roswell Branch Library
JOB NO.: 201209

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Bid Package No. 10.4, Toilet and Bath Accessories

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Date: **March 14, 2014** **NOTICE TO BIDDERS**

Bids for furnishing all labor and material and performing all work necessary and incidental to the completion of

	Bid Package No. & Description	Bid Date / Time
10.1	Library Specialties	04/10/2014, 2:00 pm
10.4	Toilet and Bath Accessories	04/10/2014, 2:00 pm
32.1	Site Fencing	04/10/2014, 2:00 pm

for East Roswell Library will be received by Fulton County Department of Purchasing on behalf of Ajax Building Corporation of Georgia until the above referenced dates and times.

Pre-Bid Conferences will be held at the East Roswell Park Community Room, 9000 Fouts Road, Roswell GA, 30076, on the above listed dates and times. Pre-Bid Conferences are not mandatory.

Ajax Building Corporation of Georgia will be the point of contact for this bid package, except for bid receipt.
5950 Shiloh Road East, Suite S, Alpharetta, GA 30005
Phone: 470-268-7090; Fax: 470-268-7093;
Email: Matt Hahn (mhahn@ajaxbuilding.com), Ed Hill (ehill@ajaxbuilding.com).

Mailed or Hand Delivered Bids

Fulton County Department of Purchasing and Contract Compliance
c/o Ajax Building Corporation – East Roswell Library, Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168, Atlanta GA 30303

E-mailed or Faxed Bids
Attn: Linda Walton
Email: Linda.Walton@fultoncountyga.gov (copy to: mhahn@ajaxbuilding.com)
Fax #: 404-335-5029

The Contract Documents, as defined in Subcontract Agreement form, may be examined at the office of Ajax Building Corporation of Georgia, 5950 Shiloh Road East, Suite S, Alpharetta, GA 30005.

Bid Documents
Bid Documents will be provided electronically. Bidders may obtain Bid Documents by accessing Ajax Building Corporation of Georgia's FTP site as indicated below. Plans and Specs are available now, and Bid Packages are scheduled for April 4, 2013.

FTP Site Address: **ftp://ftp.ajaxbuilding.com/**
Web Access Address: **http://ftp.ajaxbuilding.com/**
Subcontractor Username: eastroswellsub
Subcontractor Password: 201209sub

Bid Documents may also be reviewed at the office of Ajax Building Corporation of Georgia, or through:

- McGraw-Hill/Dodge, Reed Construction Data, iSqFt®, and LDI-Line *(purchase required).*
- The project will also be listed on the Fulton County Bid Board, documents are posted in the Fulton County plan room for review.

No bids may be withdrawn after the scheduled closing time for receipt of same for a period of ninety (90) days.

Proposals shall be plainly marked, "Bid", with name of project, bid package number and description, name and address of bidder, time and date due. Dates are subject to change. Notice will be given to Pre-Qualified bidders. The Construction Manager reserves the right to reject any and all bids received and to waive any and all informalities or irregularities in regard thereto.

INSTRUCTION TO BIDDERS

1. GENERAL

1.1 Ajax Building Corporation of Georgia, Construction Manager, will receive sealed proposals for the portion of the Project on the dates and at the times to be stated and described in the Notice to Bidders. The contract for Work shall be between the subcontractor and Ajax Building Corporation of Georgia. The Scope of Work is described in the Form of Agreement between Construction Manager and subcontractor. Note: Fulton County Department of Purchasing will receive bids, and then transmit to Ajax Building Corporation of Georgia.

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

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

1.3 The Construction Manager is Ajax Building Corporation of Georgia, 1700 Cumberland Point Drive, Suite 15, Marietta, GA 30067. The Construction Manager reserves the right to submit a sealed bid, or not to submit, for any bid package for this Project.

1.4 The Project Architect is Khafra Engineering Consultants, Inc. The Library Architect is Holzheimer Bolok + Meehan (HBM) Architects. The Civil Engineer is Long Engineering, Inc.. The Structural Engineer is Khafra Engineering Consultants, Inc.. The Mechanical Engineer is KAI Design&Build. The Electrical Engineer is Khafra Engineering Consultants, Inc..

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

2. BIDS

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

2.2 Each bidder, by making his bid, represents that:

A. He has read and understands the Bidding Documents and his bid is made in accordance therewith.

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

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

2.3 Proposals shall be sealed and plainly marked, "Bid", with name of project, bid package number and description, name and address of bidder, time and date due. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID PACKAGE NO. ___ ENCLOSED" on the face thereof, and addressed to the Construction Manager at the address indicated in the Notice to Bidders. To be considered, each envelope shall contain an original and one (1) copy of:

A. Proposal Form, completed and executed.

B. Bid Security.

C. If Bid Security is in the form of a Bond, Surety's Bond Affidavit.

D. Bid Proposal Affidavit.

E. If a Bid Bond is not provided, the Bidder must provide alternate bid security and a letter from bonding company stating that in the event the bidder is awarded the subcontract and is required to provide Payment and Performance Bonds, the bonding company will execute said bonds upon notification of award.

2.4 Bids being delivered by special messenger shall be taken to the location described in the Notice to Bidders.

2.5 Each bid must be accompanied by the required Bid Security as called for by Article 3 below.

2.6 Each copy of the bid shall include the legal name of bidder and a statement whether bidder is a partnership, a joint venture, a corporation or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall give the State of Incorporation, and shall have the corporation's seal applied to it.

2.7 Bids will be opened and read at the time and place stated in the Advertisement. The officer whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility will be attached to any officer or to the Owner for the premature opening of a bid not properly addressed and identified, or otherwise improper. Bids will not be opened publicly. Bids will be opened in the presence of representatives from the Owner and Construction Manager. The Construction Manager reserves the right to reject any and all bids received and to waive any and all informalities or irregularities in regard thereto.

3. BID SECURITY

A good faith deposit or Bid Security shall be made payable to Ajax Building Corporation of Georgia as Obligee, in the minimum amount of five percent (5%) of the proposal sum. Security shall be certified, treasurer's check or bank draft, cashier's check, or Bid Bond issued by Surety licensed to conduct business in the State of Georgia. The successful bidder's security shall be retained until he has signed the contract and, if required, furnished the Payment and Performance Bonds. The Owner reserves the right to retain bid security of all bidders until the lowest responsive, responsible bidder enters into a contract or until ninety (90) days after bid opening, whichever is sooner. If selected bidder fails to enter into a contract or to furnish approved Performance and Payment Bonds, his bid security may be forfeited as liquidated damages.

3.1 SURETY AFFIDAVIT

Bid Bonds (when provided) shall be accompanied by a Surety's Bond Affidavit.

4. TIME FOR RECEIVING BIDS

4.1 The date and time for receipt of bids is as set forth in the Notice to Bidders. Bids received after this date and time will not be accepted.

5. MODIFICATION OR WITHDRAWAL OF BIDS

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

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

6. PREQUALIFICATIONS OF BIDDERS

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

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

6.3 Submittal to the Construction Manager, of completed "Bidder Qualifications Questionnaire" is required of each interested firm before pre-qualification may be determined and bid documents issued.

7. BIDDING DOCUMENTS

7.1 Bidding Documents may be procured from Ajax Building Corporation of Georgia's FTP site or from the office of the Construction Manager in Electronic Format. By prior arrangement with the Construction Manager, Bid Documents may be picked up at Ajax Building Corporation of Georgia, 1700 Cumberland Point Drive, Suite 15, Marietta, GA 30067.

7.2 Bidders may elect to have Bid Documents mailed, upon payment of a non-refundable handling charge of $ 30.00 per set. Checks for this charge shall be made payable to Ajax Building Corporation of Georgia.

7.3 The Construction Manager, in making copies of the Contract Document available on the above terms, does so only for the purpose of obtaining bids on work, and does not confer a license, or grant permission for any other use.

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

7.5 Any addenda issued during the bidding period will be issued ONLY to the bidders and suppliers to whom Contract Documents have been provided, and in the quantities of sets transmitted.

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

8. INSPECTION OF SITE

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

9. PRE-BID CONFERENCE

9.1 During the bid period, a pre-bid meeting will be held at the time and place stated in the Notice to Bidders, for the purpose of providing instructions and clarifications regarding the Bid Documents. The results of this meeting will be reflected in Addenda issued promptly afterward. Representation by Contractors desiring to bid on the Project is not mandatory. Furthermore, the Construction Manager may prequalify additional bidders and conduct additional Pre-Bid Conference(s) without the need to re-advertise as needed to ensure that adequate bid coverage is obtained.

10. INTERPRETATIONS AND ADDENDA

10.1 Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover upon examination of the Contract Documents for each portion of the Project or the site and local conditions. No oral interpretation will be made to any bidder as to the meaning of the Contract Document or any part thereof. Every request for such an interpretation shall be made in writing to Ajax Building Corporation of Georgia, 1700 Cumberland Point Drive, Suite 15, Marietta, GA 30067, Attn: Rebecca Bailey.

10.2 Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents prepared by the Construction Manager with assistance from the Architect (when required) and, when issued, will be on file in all of the offices to which the Contract Documents have been issued. It shall be the bidder's responsibility to obtain all Addenda issued. All such Addenda shall be listed on the Bid Form in the space provided and shall become part of the contract. Each bidder shall be bound by such Addenda, whether or not received by the bidder. Only a written, or telegraphic interpretation or correction by Addendum, or Supplement issued by Construction Manager will be binding.

11. POST BID INFORMATION

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

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

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

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

D. Insurance Certificates.

E. Executed Subcontract. (Within seven (7) days)

F. Labor and Material Payment Bond and Performance Bond with Surety's Bond Affidavits all on the enclosed forms (when required by the Construction Manager).

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

H. Submittal and Schedule Outline.

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

11.2 Prior to the award of contract, Construction Manager will notify the bidder if he, or the Owner, after due investigation, has reasonable and substantial objection to any person or organization submitted. If such an objection is expressed and if the Construction Manager or the Owner refuses in writing to accept such person, or organization, the bidder may submit an acceptable substitute sub-subcontractor with an increase or decrease in his bid price to cover the difference in cost occasioned by such substitution. The Owner or Construction Manager may, at his discretion, accept the revised bid price or he may disqualify the bidder. In the event of disqualification under this subparagraph, bid security will not be forfeited.

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

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

12. FORM OF CONTRACT

12.1 The form of Agreement between subcontractor and the Construction Manager is enclosed in the Bid Package Documents. **The bidder shall take no exception to the terms and conditions of this Agreement.**

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

13. AWARD OF CONTRACTS

13.1 It is intended that separate contracts shall be awarded for each bid package and that the work start as soon after award as possible; but bids may be held for a period not to exceed (90) days from the bid opening dates, and no bidder may withdraw his bid during these periods without the forfeiture of bid security.

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

14. LABOR AND MATERIAL PAYMENT BOND AND PERFORMANCE BOND

14.1 The successful bidder may be required to provide a Labor and Material Payment Bond and a Performance Bond, each in the amount of 100% of the contract amount. The bonds shall be issued by a qualified surety company authorized to do business in the State of Georgia and acceptable to the Owner and the Construction Manager. If the Payment and Performance Bonds are required, the cost of the bonds will be added to the proposal amount. The premium cost for the Payment and Performance Bonds shall be provided in the spaces provided on the Proposal Form although the bond costs shall not be included in the bid amount. Failure to provide a cost for Payment and Performance Bonds on the Proposal Form may be cause to deem the bidder non-responsive. Bonds and Surety's Affidavits will be issued on the attached standard forms, and shall show the Construction Manager as the Obligee.

14.2 Bonds shall extend as a guaranty bond for one (1) year from the date of acceptance of the entire project, or as otherwise stipulated. Refer to the General Conditions for further details concerning Bond requirements.

14.3 Construction Manager reserves the right to waive Payment and Performance Bonds and cover the subcontractor under a Construction Manager sponsored Subcontractor Default Insurance Policy. Such election does not change the contractual obligations of the subcontractor, or in any way impact the rights of the Construction Manager to recover damages resulting from the subcontractor's default. The Construction Manager may elect to subrogate its rights to the insurer.

15. FAILURE TO EXECUTE AN AGREEMENT

15.1 Attempted withdrawal of a bid within ninety (90) days after the date of the opening of bids or the failure to enter into said contract and provide a Performance Bond and a Labor and Material Payment Bond (if required) within ten (10) days after he has received notice of the acceptance of his bid, or within such approved extended period as the Construction Manager may grant, shall constitute a default, and the bidder's Bid Bond or guaranty shall be forfeited to the Owner as liquidated damages. The Construction Manager then may either award the contract to another responsible bidder, or re-advertise for bids, and may charge against the defaulting bidder, the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount due exceeds the amount of the Bid Bond. If a more favorable bid is received by advertising, the defaulting bidder shall have no claim against the Construction Manager.

16. SUBSTITUTIONS/APPROVED EQUAL MATERIAL OR EQUIPMENT

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

16.2 Materials, products and equipment described or named in the Bid Documents establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. Each bid shall be based upon the materials and equipment described, or named in the Bid Documents. Where systems or products are designated in the Specifications or on the Drawings by reference to trade names, manufacturer's names, model numbers, catalog numbers, etc., bids shall be based on the specific system or products so designated, and the contract will be awarded on that basis, or substitutions/approved equal material, or equipment approved by Addenda.

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

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

16.5 If approval is made of any proposed substitution /approved equal material, or equipment, such approval will be set

forth in a written, or telegraphic Addendum to the Contract Documents; issued by Construction Manager. Bidders shall not rely upon approvals made in any other manner.

17. SCHEDULES

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

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

18. PERMITS

18.1 Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permit and impact fees. The subcontractor shall secure and pay for all other permits, (i.e. plumbing, mechanical, electrical, etc.) governmental fees, licenses and inspections necessary for the proper execution and completion of the Work.

19. ENGINEERING

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

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

20. INSURANCE

20.1 The successful bidder shall provide General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance as outlined in Attachment C. Certificates of Insurance shall be on a form acceptable to the Construction Manager and shall provide an unconditional thirty (30) days written notice of cancellation.

21. UNIT PRICES

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

22. ALTERNATES

22.1 Alternates, if requested, are to enable the Owner to compare total costs where alternate materials and methods might be used. Alternates will be described on the drawings and in Schedule "A" of the Subcontract Agreement. Alternate prices are “all inclusive” and include all overhead and profit.

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

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

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

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

23. RIGHT TO WORK

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

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

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

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

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

24.4 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Georgia and acceptable to the Owner and the Construction Manager. If the supply bond is required, the cost of the bond will be added to the amount of the purchase order. The premium cost for this supply bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the subcontractor.

25. OTHER OWNER-FURNISHED EQUIPMENT

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

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

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

26. SEQUENCE OF CONSTRUCTION

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

27. APPRENTICE LABOR REQUIREMENTS

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

28. DISQUALIFICATION OF BIDDERS

Any or all Proposals may be rejected if there is reason to believe that collusion exists among the Bidders. Participants in such collusion will not be considered in future Proposals for the same Work. Proposals in which prices are obviously unbalanced may be rejected by the Owner.

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

29. DRUG FREE WORKPLACE CERTIFICATION

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

30. BIDDER PREFERENCES

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

31. GEORGIA PRODUCTS AND LABOR

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

A. DEFINITION, CORRELATION AND INTENT

The following requirements form a part of the Contract Documents for, and refer solely to, the Work of the above entitled Bid Package. All information contained herein is provided for the purpose of defining and describing the work, which shall be included in the Scope of Work of this Bid Package, and to identify certain specific information, which will be, required to furnish a complete Contract. It is intended that the requirements of the Section shall be complementary to, and shall be correlated with the requirements of all other Contract Documents referenced herein and made part of the Contract.

The organization of the specifications into divisions, sections, and articles and the arrangements of the drawings shall not control the Construction Manager in dividing the work among Subcontractors or establishing the extent of the work to be performed by any Trade.

B. SCOPE OF WORK

B.1 Reference is made to the following Specification Sections, which relate to the Scope of Work, but is in no way intended to limit or alter the intent of the Contract Documents.

Division 1	General Requirements
---	All Sections
018113	Sustainable Design Requirements – LEED for New Construction and Major Renovations

Division 6	Wood and Plastics
061000	Rough Carpentry

Division 7	Thermal and Moisture Protection
079200	Joint Sealants

Division 10	Specialties
102113	Toilet Compartments
102116	Shower and Dressing Compartments
102800	Toilet and Bath Accessories

B.2 The work of this Bid Package includes, but is not limited to:

1. Furnish and install all Toilet and Bath Accessories in accordance with the Contract Documents including, but not limited to:
   A. Toilet partitions and urinal screens.
   B. Clothes hooks.
   C. Grab bars.
   D. Framed mirrors.
   E. Warm Air Hand Dryers.
   F. Mop and broom holders.
   G. Sanitary napkin disposals.
   H. Towel bars.

I. Waste Receptacles
J. Trash Receptacle disposal chute.
K. Toilet seat cover dispenser.
L. Shower curtain rods.
M. Baby changing stations.

2. Include all necessary fasteners, brackets, shims, supports, trim pieces, closures, caulking, sealants, etc. as required to provide a complete installation.

3. Include all associated hardware and accessories required to provide a complete installation.

4. Include all surface applied blocking. Blocking behind drywall will be provided by others. This Subcontractor shall provide detailed shop drawings for locations of all blocking required to properly install your work.

5. Clean, touch-up and adjust your work prior to final acceptance.

6. Include all layout, engineering and surveying required in the performance of your work. All work shall be installed to the tolerances specified or per industry standards, whichever is more stringent.

7. Prior to the fabrication or ordering of your materials, perform field measurements as necessary to ensure that your work is properly coordinated with in-place construction and/or existing conditions.

8. This Subcontractor is responsible for all of his own hoisting, rigging, scaffolding, staging, temporary safety protection, personnel and material hoisting, and small tools necessary to perform the work of this bid package. All equipment shall meet OSHA standards.

9. Provide and maintain protection of adjacent surfaces and others work throughout the performance of your work.

10. This Subcontractor shall unload, store, and distribute all materials required for the work of this bid package. On-site storage of materials must be on dunnage and well protected from the elements at all times.

11. Include provisions for coordination, nuisance control and traffic control as required.

12. Where testing agency standards are referenced, all materials and methods shall be certified by an approved independent testing agency employed by this Subcontractor. As a minimum, this Subcontractor shall comply with all federal, state and local codes and ordinances. All test and inspections shall be witnessed by the Construction Manager.

13. Include all shoring, bracing, barricades, and field quality control requirements necessary to safely and productively perform the work of this bid package. Properly barricade all construction areas as necessary. Include warnings signs as necessary.

14. Maintain an effective Quality Control Program to assure compliance with the Contract Documents, shop drawings and industry standards. This Subcontractor shall monitor and enforce quality, safety and effective team integration to produce an efficient project that maintains the highest quality standards.

15. All materials and installations shall be in strict accordance with the Contract Documents, approved

submittals, and approved shop drawings. No changes or deviations will be allowed unless written approval is obtained from the Architect/Engineer and Owner.

B.3 ADDITIONAL PROJECT SPECIFIC REQUIREMENTS

1. LEED: All subcontractors are required to assemble, document, and submit necessary information to the CM in order to provide timely information to the A/E regarding LEED materials and recordkeeping.

2. Escrow Documents shall be submitted per 0700-108. See Special Condition for the description of Escrow Documentation and requirements therein. All Escrow Documents shall be submitted within 10 days after the bid date.

3. First Source Jobs Program will be utilized for all entry-level hires. See Special Condition for description and requirements therein.

B.4 WORK EXCLUDED FROM THIS BID PACKAGE

(This Section Not Used)

B.5 BID ALTERNATES AND VOLUNTARY ALTERNATES

BID ALTERNATES

This Subcontractor shall provide pricing for the following Bid Alternates on the Proposal Form. The Bid Alternates provided on the Proposal Form shall be used for the purpose of adjusting this Subcontractor's Base Bid if such Alternate(s) is(are) accepted.

(No Bid Alternates have been established for this Bid Package)

VOLUNTARY ALTERNATES

This Subcontractor will have the opportunity to provide Voluntary Alternates on the Proposal Form. This Subcontractor shall utilize the Voluntary Alternate section of the Proposal Form, and only this section, to offer bid adjustments for value engineering options, discounts for the award of multiple bid packages, alternative materials, alternative equipment, alternative methods, etc. All Voluntary Alternates offered on the Proposal Form must include a detailed description of the proposed alternate, including the effects that the alternate will have on other trades (provide additional details as an attachment to the Proposal Form if necessary). The Voluntary Alternates provided on the Proposal Form shall be used for the purpose of adjusting this Subcontractor's Base Bid if such Alternate(s) is(are) accepted.

B.6 UNIT PRICES

The following is a list of unit costs to add/deduct labor, material and equipment, including all labor burden, taxes, overhead, bonds, incidental tools, profit, etc., as required to provide a complete unit cost.

(No Unit Prices have been established for this Bid Package)

END OF SCHEDULE "A"

ATTACHMENT C

INSURANCE COVERAGE REQUIREMENTS

WORKER'S COMPENSATION

State:	Statutory requirements
Applicable Federal: (For example, Longshoremen's)	Statutory requirements

COMPREHENSIVE GENERAL LIABILITY	Minimum Limits
Bodily Injury:	$1,000,000.00 Each Occurrence
Property Damage:	$1,000,000.00 Each Occurrence

Including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations, Personal Injury and Advertising Injury assumed under an insured contract, including Tort Liability of another assumed in a contract; Broad Form Property Damage; Explosion, Collapse and Underground Coverages; and Products coverages.

If the Commercial General Liability Policy ("CGL") contains a general aggregate limit, it shall apply separately to this Subcontract. The CGL insurance shall be written on ISO occurrence form CG 00 01.

Contractor, Owner and Architect must be spelled out on certificate and shall be included as additional insureds under Subcontractor′s CGL policy and, if necessary, umbrella liability insurance using ISO additional insured endorsement CG 20 10 07/04 edition and shall include a completed operations additional insured endorsement CG 20 37 07/04 edition.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Contractor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

Subcontractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit not less than $1,000,000 each occurrence for at least three years following final payment for the Work. The policy shall provide a Products and Completed Operations aggregate of at least two times its each occurrence limit. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall at minimum cover liability arising from Products and Completed Operations and liability assumed under an insured contract.

COMPREHENSIVE AUTOMOBILE LIABILITY	Minimum Limits
Bodily Injury:	$1,000,000.00 Each Occurrence
Property Damage:	$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability shall include coverage for any owned autos, non-owned autos and hired autos.

CERTIFICATE FORM REQUIREMENTS

All certificates must be issued on an ACORD form.

In addition to the additional Insureds being spelled out in the description section of the certificate, the project name, number, and address must also be included.

The certificate shall be executed with a "live" signature by a duly authorized representative of each insurer and shall provide for a 30 day written notice prior to cancellation.

PROPOSAL FORM

PROPOSAL FOR: EAST ROSWELL LIBRARY
2301 HOLCOMB BRIDGE ROAD
AJAX PROJECT NO. 201209

BID PACKAGE NO: 10.4

ENTITLED: TOILET AND BATH ACCESSORIES

PROPOSAL OF: _____
(Bidder)

DATED: _____

TO: AJAX BUILDING CORPORATION
c/o FULTON COUNTY DEPARTMENT OF PURCHASING AND CONTRACT COMPLIANCE
130 PEACHTREE STREET S.W., SUITE 1168
ATLANTA, GA 30303

1. The Bid Package referenced herein is entitled "Bid Package" No. _____

2. _____, the undersigned, do hereby declare that we have carefully examined the site of the proposed Work and the contract documents. We do hereby agree to furnish all material, transportation, equipment, apparatus systems, labor and supervision required to do all Work in strict accordance with the Contract Documents for the following Base Bid price:

A. BASE BID (Single Bid)

Bid Package No. _____

Total bid price for all Work, complete, in accordance with the Contract Documents inclusive of the above referenced Bid Package:

_____ Dollars ($_____)
(excluding P & P Bonds)

* All lines not used in proposal must be filled in as Not Applicable.

B. BID ALTERNATES (Refer to Bid Package, Schedule "A", Section B.5.)

The following Alternate Pricing is provided for the purpose of adjusting the Bidder's Base Bid if such Alternate(s) is(are) accepted. Refer to Bid Package, Schedule "A", Section B.5. for specific requirements and a detailed description of alternates. Note: If your proposal reflects more than one bid package identify which bid package the proposed alternate is for.

1) DESCRIPTION OF ALTERNATE:
_____
_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

2) DESCRIPTION OF ALTERNATE:
_____
_____

Add / Deduct / No Change Dollars $ _____

(excluding P & P Bonds)

3) DESCRIPTION OF ALTERNATE:

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

4) DESCRIPTION OF ALTERNATE:

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

5) DESCRIPTION OF ALTERNATE:

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

C. VOLUNTARY ALTERNATES

The following Alternate Pricing is provided for the purpose of adjusting the Bidder's Base Bid if such Alternate(s) is(are) accepted. Bidder shall provide a detailed description of each proposed alternate, including the effects that the alternate will have on other trades (provide additional details as an attachment if necessary). Note: If your proposal reflects more than one bid package identify which bid package the proposed alternate is for.

1) DESCRIPTION OF ALTERNATE:

_____

_____

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

2) DESCRIPTION OF ALTERNATE:

_____

_____

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

3) DESCRIPTION OF ALTERNATE:

_____

_____

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

4) DESCRIPTION OF ALTERNATE:

_____

_____

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

5) DESCRIPTION OF ALTERNATE:

_____

_____

_____

_____

Add / Deduct / No Change Dollars $ _____
(excluding P & P Bonds)

D. UNIT PRICES (Refer to Bid Package, Schedule "A", Section B.6.)

IMPORTANT NOTE: Work outlined in Schedule "A" of the Subcontract Agreement shall be bid and awarded as a lump sum Contract. The unit prices on this proposal form may be used as a basis for payment for any changes in scope. Unit prices are inclusive of all costs except Payment and Performance Bond. Payment and Performance Bond shall be added/deducted in accordance with Item 3.B. of this Proposal. No additional overhead, profit, tax, insurance, etc. will be allowed. Note: If your proposal reflects more than one bid package identify which bid package the proposed unit prices are for.

DESCRIPTION OF UNIT

1) _____ Dollars $ _____

2) _____ Dollars $ _____

3) _____ Dollars $ _____

4) _____ Dollars $ _____

5) _____ Dollars $ _____

6) _____ Dollars $ _____

7) _____ Dollars $ _____

8) _____ Dollars $ _____

9) _____ Dollars $ _____

10) _____ Dollars $ _____

E. Detailed Back-up will be required for change orders. This will include direct labor costs. These labor costs will be subject to a multiple to cover Burden/Fringes (Workman's com, vacation, holidays, etc.). Enter the burden rate percentage for your company _____%. Documentation may be required for verification.

3. PAYMENT AND PERFORMANCE BONDS

The cost of Payment and Performance Bond premiums shall <u>not</u> be included in the Proposal Sum (Base Bid, Alternates or Unit Prices). The cost to <u>add/deduct</u> Payment and Performance Bond premiums to the Proposal Sum are as follows (Note: Documentation may be required for verification of bond costs):

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

B. Add/Deduct Payment and Performance Bonds to Alternates, Unit Prices and/or Change Orders. Percent _____%

4. Bid Security in the sum of 5% of Proposal Sum _____Dollars ($ _____)
in the form of _____ is submitted herewith.

5. This proposal complies with the Notice to Bidders dated _____(including all Contract Documents referenced therein, and all Addenda, hereinafter listed and acknowledged as received), which are hereby made a part hereof and which shall govern in all matters of the Work hereby proposed. We acknowledge receipt of the following Addenda:

(Bidder to list all revisions received, or, if none, state "NONE RECEIVED".)

Addendum # _____ dated _____ Addendum #_____ dated _____

Addendum # _____ dated _____ Addendum #_____ dated _____

Addendum # _____ dated _____ Addendum #_____ dated _____

Addendum # _____ dated _____ Addendum #_____ dated _____

6. What percentage of the work do you propose to utilize MBE/WBE contractors for: _____%.

7. The bidder acknowledges that all excavation work must comply with the OSHA Trench standards 29 CFR 1926, 650, 651, and 652 and has included the cost of this compliance in their proposal in the form of:

	Method of Protection	Estimated Quantity/Unit	Cost Per Unit	Total
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

BIDDER: _____

ADDRESS: _____

_____

TELEPHONE NUMBER: _____

By: (Member of Firm Authorized to Sign Bid): _____

Title: _____

Seal Required for Corporation

State Certificate Number: _____

The Bidder is a/an:
( ) Individual
( ) Partnership
( ) Corporation, incorporated in the State of _____

BID PROPOSAL AFFIDAVIT

(The following Affidavit shall be executed)

STATE OF)
COUNTY OF) ss.

_____, of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Proposal on behalf of the subcontractor therein named, and that he had lawful authority to do so, and said subcontractor has not directly, or indirectly entered into any agreement, expressed or implied, with any other subcontractor(s) or person(s), having for its object the controlling of the price or amount of such Proposal, or any other proposal, the limiting of the number of Proposals or subcontractors, the parceling, or farming out of any profits thereof to any subcontractor(s), or other person(s), and further says that he has not and will not divulge the sealed Proposal to any other person, except those having a partnership or other financial interest with him in said Proposal or Proposals, until after the sealed Proposal or Proposals are opened.

Signed: _____

Sworn to and subscribed before me this

_____ day _____, 20__

_____

(Notary Signature)

Notary Public, State of _____

My Commission Expires:

SUBCONTRACT AGREEMENT
WITH
AJAX BUILDING CORPORATION OF GEORGIA

GA License #GCCO 002625 / GCQA 002638

SUBCONTRACTOR:_____ SUBCONTRACT #:_____

PHYSICAL ADDRESS:_____

CITY, STATE, & ZIP CODE: _____ PO BOX ADDRESS: _____

TELEPHONE NO: _____ FAX NUMBER: _____ CONTACT NAME: _____

SUBCONTRACT SUM: _____

COST CODE(S): _____

VENDOR #: _____ PROJECT #: 201209

PROJECT NAME: East Roswell Branch Library

PROJECT ADDRESS: 2301 Holcomb Bridge Road, Roswell, GA 30076

THIS AGREEMENT is made this 1st day of January, 2014 by and between AJAX BUILDING CORPORATION OF GEORGIA, 1080 Commerce Blvd., Midway, FL. 32343, ("Contractor") and _____ _____ ("Subcontractor").

For the consideration hereinafter named, Subcontractor covenants and agrees with Contractor as follows:

1. DEFINITIONS
   a. The term "Subcontractor's Work" shall mean the work, labor, services, materials, and all items required to be done and furnished by Subcontractor under this Subcontract which is a portion of the entire work (hereinafter "Work") required of Contractor by the Contract Documents, as defined below.
   b. The term "Owner" shall mean the person, entity, partnership, firm, corporation, municipality, county, or department or agency of the State or Federal government directly contracting with Contractor for the performance of the Work.
   c. The terms "Architect/Engineer" shall mean the Architect or Engineer identified as such in the prime contract between Owner and Contractor.
   d. The terms "Building" or "Structure" or "Project" shall mean the building, structure, or project defined by and in the Contract Documents, which shall also include outside utilities, sidewalks, landscaping, roads, streets, and other subjects and objects of construction provided for in the Contract Documents.
   e. The "Owner" is Fulton County, a political subdivision of the state of Georgia, and where appropriate shall include the representatives and agents of Owner including the Architect/Engineer.
   f. The term "Contractor" shall include Contractor and its surety, if any, notwithstanding that specific reference to Contractor or surety may be contained in some provisions of this Subcontract and not in others.
   g. The term "Subcontractor" shall include Subcontractor and all of its lower tier subcontractors, suppliers, vendors, and any other person or entity for whom it may be liable.
   h. Whenever the term "including" is used, the same shall mean including but not limited to.
   i. Words used in this Subcontract in the masculine gender include the feminine and neuter, the singular includes the plural and the plural, the singular.

2. SUBCONTRACTOR'S WORK
   a. Subcontractor agrees to provide all work required to complete and will complete the following described items of Subcontractor's Work in connection with the construction of the Project and will furnish all management, supervision, labor, materials, scaffolding, equipment, systems machinery, tools, apparatus, transportation, all required shop drawings, all required samples, machinery, plant, services, engineering and testing incident thereto or as are usually performed or furnished in connection with such Subcontractor's Work whether or not specifically mentioned or shown, but generally included under this class of craft or trade contract or fairly implied therein as necessary for the satisfactory completion of the WORK and shall, as often as directed by Contractor, completely clean all Subcontractor's Work and remove all contributing debris from the job site or to locations designated by Contractor and perform all work necessary to complete the items of Subcontractor's Work as stated herein and as described in Attachment "A" attached hereto and made a part hereof. All Subcontractor's Work shall be of good workmanship and installed to provide a complete system where

applicable. Subcontractor also represents and acknowledges that at the time of entering into this Subcontract, no substitution of any materials or equipment was contemplated by Subcontractor in establishing the Subcontract Sum, except as may be specifically recited in this Subcontract.

b. Subcontractor shall be bound to Contractor by the terms of this Subcontract and the Contract Documents. To the extent of Subcontractor's Work, Subcontractor shall assume toward Contractor all the obligations and responsibilities which Contractor by the Contract Documents assumes toward Owner, except for those provisions relating to payment or requirements for payment of subcontractors for the Work, which are specifically excluded. Subcontractor acknowledges its opportunity to inspect the Contract Documents prior to signing this Subcontract. Subcontractor shall include in its agreements with lower tier subcontractors contracting to perform any portion of Subcontractor's Work, a provision by which, to the extent of its portion of Subcontractor's Work , the lower tier subcontractor shall be bound to Subcontractor to the same extent Subcontractor is bound to Contractor herein, and by which the lower tier subcontractor shall assume all of the obligations and responsibilities to Subcontractor which Subcontractor assumes to Contractor under this Subcontract and the Contract Documents.

c. Before undertaking each part of Subcontractor's Work, Subcontractor shall carefully study and compare the Contract Documents which pertain to that part of such work, including all pertinent figures and dimensions, to all applicable field measurements. Subcontractor shall promptly report in writing to Contractor any error, omission, or conflict which Subcontractor may discover within or between the Contract Documents and the field measurements, and shall obtain a written interpretation or clarification from Contractor before proceeding with any affected Subcontractor's Work. In the event of a conflict within the Contract Documents, the higher standard or greater requirement shall prevail, unless governed otherwise by the Contract Documents. Unless provided to the contrary in the Contract Documents, Subcontractor shall not be liable to Owner, Contractor, Architect/Engineer for any error, omission, conflict, or inconsistency in the Contract Documents, unless Subcontractor had actual knowledge, or in the exercise of reasonable care should reasonably have known of them, or prepared such Contract Documents, and failed to report same to Contractor.

d. In the event Subcontractor performed any Subcontractor's Work prior to the execution of this Subcontract, all of the rights and liabilities of the parties for the performance of such work are expressly merged and included within and shall be governed by the terms of this Subcontract, all compensation due Subcontractor for such work is expressly included in the Subcontract Sum set forth herein, and Contractor shall have no obligation or liability to Subcontractor for such work separate and apart from the terms of this Subcontract.

3. CONTRACT DOCUMENTS

a. Contract Documents consist of the Agreement between Contractor and Owner, including all documents attached or referenced therein, all Conditions of the Contract between Contractor and Owner (General, Supplementary and Other Conditions), the drawings, the specifications and all addenda issued prior to the execution of the Agreement, and all subsequent modifications, as provided in Paragraph 9. The payment provisions and any requirements for payment of subcontractors between Owner and Contractor are specifically excluded from the Contract Documents incorporated in this Subcontract. Terms defined in the Contract Documents shall have the same definition when used in this Subcontract, unless the context clearly requires otherwise.

b. Except as modified by this Subcontract, Subcontractor's Work shall be performed and completed in accordance with the Contract Documents, including addenda, if any.

c. The Contract Documents, including the agreement, drawings, plans, specifications, conditions, and addenda, shall be kept on file in the office of Contractor (although certain confidential and proprietary information therein may be redacted), and shall be considered as exhibits to this Subcontract. Work shown on the drawings but not specified, or specified but not shown on the drawings, shall be performed under this Subcontract. Drawings and specifications are to be construed as supplementing each other.

d. Should Owner not engage an Architect/Engineer on the Project, the rights of the parties shall be determined without necessity of any certificate, determinations, or other function to be performed by an architect or engineer.

e. Contractor makes no representation that the plans and specifications or any addenda are free of errors or omissions, and Subcontractor acknowledges that it has reviewed all of the plans and specifications and any addenda; that it has independently determined that the plans, specifications and addenda are adequate for purposes of determining the WORK and the Subcontract Sum, and that it agrees with the methods, sequence, procedures and details shown in the plans and specifications and any addenda.

4. SUBMITTALS

a. The term "submittals" as used in this Subcontract shall include those shop drawings which are specially prepared by Subcontractor or any of its subcontractors, manufacturers, suppliers or distributors and which are required by the Contract Documents to be submitted to Contractor for submission to the Owner, Architect/Engineer, or others to illustrate some portion of Subcontractor's Work, including showing in detail: (1) the proposed fabrication and assembly of structural elements; and (2) the installation including form, fit and attachment details of materials or equipment. The term "submittals" shall also include shop schematics; fabrication drawings; coordination drawings; diagrams; layouts; descriptive literature; illustrations; schedules; product, performance and test data; templates; tests; samples; together with any and all other materials or data related to the materials, methods, and equipment used or proposed for use in the

performance of this Subcontract. Contractor and Owner may duplicate, use, and disclose in any manner and for any purpose any submittals furnished under this Subcontract. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which Subcontractor's Work will be judged.

b. Time is of the essence in the performance of this Subcontract. Subcontractor shall proceed at once to prepare the shop drawings and other required submittal data, and it shall furnish same and await approval by or on behalf of Owner prior to fabrication of any item to be furnished under this Subcontract. Submittal data shall be prompt and complete to insure scheduled delivery of such equipment and/or materials, so as not to delay the progress of either Subcontractor's Work or the remaining Work required of Contractor pursuant to its contract with Owner. Adequate copies of such submittals shall be submitted, plus the number of copies desired by Subcontractor for its use. In the instance of specifically prepared fabrication drawings, the submittal shall consist of one reproducible drawing and at least four prints. Subcontractor agrees to keep Contractor fully informed regarding its delivery schedule and will immediately advise Contractor should any delay be anticipated. A complete, up-to-date procurement schedule will be submitted on forms acceptable to Contractor, upon request. Procurement schedule and construction schedule shall be compatible.

c. A daily record of salient job matters shall be maintained and recorded by Subcontractor as applicable to Subcontractor's Work and shall be submitted weekly to Contractor. Submittal of such records shall be a condition precedent to any obligation to make progress payments under this Subcontract. Contractor's receipt and review of such records shall in no event be deemed an admission or a presumption that any statement therein is accurate and without dispute.

d. Approval of any shop drawing or submittal shall not relieve Subcontractor of any duty and responsibility to perform Subcontractor's Work in the manner necessary to produce the results required by the Contract Documents. No portion of Subcontractor's Work requiring submission of a shop drawing or other submittal shall be commenced until the submittal has been approved by or on behalf of Owner. Any Subcontractor's Work done by Subcontractor before approval of the applicable submittals shall be at Subcontractor's sole risk. All such portions of Subcontractor's Work shall be in accordance with approved submittals.

e. Subcontractor shall prepare, review, approve and submit to Contractor within the earlier of the time required by the Contract Documents or ten (10) days after the date of this Subcontract, all required submittals in sufficient form, number and in such sequence as to cause no delay, disruption or interference in Subcontractor's Work or in the work of Contractor, any other contractor, any subcontractors or Owner's own forces. When required by the Contract Documents, Subcontractor shall also obtain approval of all machinery and equipment to be incorporated into Subcontractor's Work. When requesting approval, Subcontractor shall furnish to Contractor the name of the manufacturer, model number and other required information concerning the performance, capacity, nature and rating of the machinery and other equipment.

f. By providing submittals, Subcontractor represents to Owner, Contractor, and Architect/Engineer that it has coordinated all such submittals, reviewed them for accuracy and completeness as well as compliance with this Subcontract and the Contract Documents, and determined and verified all related materials, field measurements, and field construction criteria, or will do so, and that it has checked and coordinated the information contained within such submittals with the requirements of Subcontractor's Work and of the Contract Documents. Submittals submitted to Contractor without evidence of such Subcontractor's approval may be returned for resubmission.

g. If any submittal contains any deviation from the requirements of this Subcontract or the Contract Documents, Subcontractor shall describe such deviation in writing separate from the submittal or on resubmitted submittals, to be furnished at the time of submission to Contractor. If Owner or its authorized representative approves any such variation, Contractor shall transmit an appropriate Change Order, except that if the deviation is minor or does not involve any equitable adjustment to the Subcontract Sum or extension of the time(s) for completion of Subcontractor's performance, a Change Order need not be issued. Subcontractor shall not be relieved of responsibility for any deviation from the requirements of this Subcontract or the Contract Documents by Contractor's forwarding any submittals for approval. In addition, no transmittal or approval of any of the foregoing by Contractor, Owner, or Architect/Engineer shall under any circumstances: alter the requirements of this Subcontract for quality, quantity, finish, design and configuration; constitute acceptance of any method, material or equipment not ultimately acceptable to Owner; relieve Subcontractor from responsibility for any errors or omissions in such submittals; or relieve Subcontractor from responsibility for complying with the requirements of this Subcontract or the Contract Documents, except with respect to deviations described and approved pursuant to this section.

h. Subcontractor shall bear all costs and expenses associated with the preparation and approval of all submittals together with field measuring, sampling, and shipping or delivery connected with any of the foregoing. Subcontractor further agrees that the entire cost and expense of altering, reworking and refinishing any manufactured or fabricated items not conforming to approved submittals shall be borne by Subcontractor.

i. The term "substitution" shall mean any substitution for, modification of or deviation from the requirements of this Subcontract, the Contract Documents or any approved submittals with respect to any materials, equipment and methods of construction or manufacture applicable to Subcontractor's Work herein.

j. Subcontractor shall make no substitutions without prior written approval of Contractor and Owner. No approval will be given by Contractor unless applied for in writing by Subcontractor setting forth a full disclosure of the effect of the proposed substitution upon the Work of Contractor, any other contractors, any subcontractors and Owner's own forces, and approval thereof is given by Owner.

k. If Subcontractor shall make any unauthorized change in Subcontractor's Work either through submittals or actual field work, it shall be solely responsible for the aesthetics as well as the structural and functional adequacy and acceptance thereof by Owner. Any rejection by reason of aesthetics or any structural or functional inadequacies which may develop because of such change shall be remedied by Subcontractor at its sole cost and expense, despite any approvals that may be given by Owner, unless such change is specifically approved and included in a Change Order.

l. All costs and expenses of any additional work and the redoing or repairing of any other work of Subcontractor's, Contractor's, any other contractor's, any subcontractor's or Owner's own forces, resulting from such substitution shall be borne by Subcontractor, and Subcontractor shall promptly reimburse Contractor for the entire cost and expense suffered or incurred by Contractor or others.

5. SUPERINTENDENCE

a. Subcontractor shall provide adequate, competent, and experienced full-time, on-site supervision (satisfactory to Contractor) during the performance of Subcontractor's Work. Such supervision shall have the authority to carry out directions from Contractor relating to such work or responsibility and shall have the authority to make decisions binding on Subcontractor.

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

6. MATERIAL AND WORKMANSHIP

a. All Subcontractor's Work shall be done to the final approval of Contractor, Architect/Engineer, and Owner, and their decision as to the performance of Subcontractor's Work in accordance with the plans and specifications and the true meaning of the plans and specifications shall be final, subject only to the limits stated in the Contract Documents.

b. Subcontractor shall provide safe and sufficient facilities at all times for inspection of Subcontractor's Work by Contractor, Architect/Engineer, and Owner or their authorized representatives.

c. Should Contractor, Architect/Engineer, or Owner condemn or fail to approve any work or materials to be furnished under this Subcontract, Subcontractor shall within 24 hours after receiving written notice from Contractor of such determination, proceed promptly to take down all portions of the unapproved work and remove from the grounds and buildings all materials whether worked or unworked, which are subjected to condemnation or disapproval, and shall promptly make good all such work and all other work damaged or destroyed in removing or making good said condemned work.

d. Subcontractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Architect/Engineer to illustrate Subcontractor's Work, subject to the provisions of Article 9.

7. PROGRESS AND COMPLETION

a. Unless otherwise provided herein, Subcontractor shall begin Subcontractor's Work as soon as the Project is ready for such work, or immediately upon verbal or written notice by Contractor, and shall carry on said work efficiently and at a rate that will not cause delay in the progress of the work of Contractor, or any other subcontractor, contractor, or Owner's own forces. Subcontractor shall cooperate with Contractor in the scheduling and performance of Subcontractor's Work, so as to avoid delay, disruption or interference with the work of Contractor, any other subcontractor, contractor, or Owner's own forces.

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

c. Subcontractor is to employ workmen who will work in harmony with those employed by Contractor and other subcontractors, contractors, and Owner's own forces,. Should the work of Contractor, or any other subcontractor be stopped, or materially delayed, in the judgment of Contractor, due to Subcontractor's not complying with this Paragraph, then Contractor shall have the right, in addition to any and all other rights provided in this Subcontract, after forty-eight (48) hours written notice to Subcontractor, to employ other subcontractors or workers to supplement or complete the requirements of this Subcontract in conformance with this Paragraph, in which event the cost to supplement or complete Subcontractor's Work shall be charged to Subcontractor.

d. It is further understood that contracts will be awarded and labor employed upon the job without discrimination as to whether the employees of any contractor or subcontractor are members or are non-members of any labor organization. Subcontractor agrees that in the event of a work stoppage resulting from a labor dispute directed at Subcontractor, Contractor shall have the right to proceed as set forth herein, including employing such workers as Contractor deems appropriate to complete the requirements of this Subcontract and the cost thereof shall be charged to Subcontractor.

e. If, in the opinion of Contractor, Subcontractor falls behind in the progress of Subcontractor's Work, Contractor may, upon forty-eight (48) hours written notice, direct Subcontractor to take such steps as Contractor deems necessary to regain the progress of Subcontractor's Work, including requiring Subcontractor to increase the labor force, number of shifts, overtime operations, days of work, amount of plant or other remedies, and to submit for approval a schedule

demonstrating the method under which the required rate of progress will be regained, without additional costs to Contractor. Contractor may, upon reasonable notice, require Subcontractor to prosecute in preference to other parts of Subcontractor's Work, such parts of Subcontractor's Work as Contractor may require. Contractor may employ such workers and purchase and lease such materials and equipment as Contractor deems necessary in order to regain the proper rate of progress with respect to Subcontractor's Work. All costs incurred by Contractor in so regaining the progress of Subcontractor's Work shall be charged to Subcontractor.

f. In the event Subcontractor fails to meet the requirements of the schedule and is unable to regain lost time, Contractor shall have the right to accelerate other trades work and any additional cost thereof shall be charged to Subcontractor.

g. In performing this Subcontract, Subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion or handicap (or sexual orientation to the extent required by applicable law) in the manufacture, assembly, delivery, erection and installation of materials and performance of Subcontractor's Work covered by this Subcontract.

8. MUTUAL RESPONSIBILITY

a. The quantity and scope of Subcontractor's Work is directed by the whole of the Contract Documents, and Subcontractor acknowledges its obligation under this Subcontract to coordinate Subcontractor's Work with materials and equipment to be furnished by others to ensure a completely compatible system. Accordingly, Subcontractor shall review the fabrication drawings and the product data of all items requiring integration and compatibility with Subcontractor's Work.

b. Subcontractor shall review the surfaces provided by others to which Subcontractor's Work is to be applied, and shall notify Contractor of any known defect or condition detrimental to proper procedures, prior to the commencement of Subcontractor's Work; otherwise, commencement of such work will be deemed Subcontractor's acceptance of the conditions of such surfaces.

c. Subcontractor shall: (1) provide continuous and effective protection at all times for Subcontractor's Work, materials, supplies and equipment furnished under this Subcontract as well as the work, materials, supplies, equipment and property of Contractor, any other subcontractors, contractors or Owner's own forces, protecting the same from damage or injury as a result of Subcontractor's operations under this Subcontract; (2) report promptly to Contractor, in writing, any damage to such work, materials, supplies, equipment or property of others, describing fully such occurrence and damage including wherever available, an estimate of the cost and expense of restoration and identification of the affected party or parties; (3) bear and be solely liable for any and all loss and damage of any kind prior to the final completion and acceptance of Subcontractor's Work, unless such loss or damage is caused solely by the negligence of Contractor and is subject to recovery under any applicable insurance policies as may be in effect; and (4) promptly reimburse Contractor for the entire cost and expense suffered or incurred by Contractor in correcting or curing any delay, disruption, interference or damage, including the cost and expense of repairing, replacing, refinishing or restoring any such damaged work, materials, equipment or property and administrative time. When it is necessary to cross curbs, sidewalks or other improvements Subcontractor shall protect them from damage. Subcontractor shall repair or pay for the repair of any damaged curbs, sidewalks or other improvements.

d. Contractor shall make available within reasonable limits, temporary services for the benefit of Subcontractor, consisting of sanitary toilet facilities, potable water (drinking water and cups provided by Subcontractor), 110 volt electric service at the building and litter containers. Litter containers shall not be utilized for the deposit of scrap or waste construction materials. Subcontractor shall constantly maintain proper housekeeping controls of construction debris and litter arising from its operations and shall clean on a daily basis, all debris and foreign material attributable to its operation.

e. Subcontractor will provide, maintain and remove from the Project site, on completion of Subcontractor's Work, all its temporary offices, structures for the use of its employees, sheds and storage facilities, together with all utilities, electric, gas, telephone and water. Storage areas for the use of Subcontractor shall be designated by Contractor, and no materials or equipment shall be stored by Subcontractor except in areas approved by Contractor. Such storage areas shall be maintained in an orderly condition by Subcontractor. Storage within the building is prohibited unless authorized in writing by Contractor.

f. Subcontractor shall be responsible for all hazardous waste materials created or released as a result of the performance of Subcontractor's Work. Subcontractor shall create approved storage containment areas for temporary storage and remove from the site at its expense as required by D.E.P. (or other applicable agency). Subcontractor shall maintain evidence of proper disposal including manifests and provide copies to Contractor. This provision shall remain in effect regardless of who is responsible for construction debris removal.

g. Subcontractor shall provide and be responsible for layout and its accuracy as is necessary for the performance of Subcontractor's Work.

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

i. Subcontractor shall pay to Contractor the reasonable value for the use of any of Contractor's equipment which Contractor may permit Subcontractor to use.

j. Anchoring devices required for Subcontractor's Work to be built into concrete or masonry shall be furnished by Subcontractor with accompanying location drawings. All anchoring devices will be installed by Subcontractor unless otherwise agreed to by the parties.

k. Temporary lighting, heat or ventilation required to perform Subcontractor's Work is the responsibility of Subcontractor.

l. Subcontractor represents that it has investigated, examined, inspected, and thoroughly familiarized itself with the Contract Documents, the site and adjoining premises in connection with which Subcontractor's Work is to be performed, that it has thoroughly informed itself as to any difficulties in connection with performing Subcontractor's Work, and that Contractor has made no representation of any kind or nature not contained in this Subcontract. Commencement of Subcontractor's Work or any portion thereof, by Subcontractor shall be conclusive evidence that the job site, or that part at which such work is being installed, is in proper condition for the reception and installation of Subcontractor's Work. Before commencing Subcontractor's Work, Subcontractor will satisfy itself as to the location of all utilities that may affect or interfere with such work. Subcontractor will fully protect all utilities, and keep them operating at all times.

9. CHANGES

a. In the event Contractor requests Subcontractor to review a proposed modification to the Project which may affect Subcontractor's Work, Subcontractor shall respond in writing within seven (7) days after receipt of such request, or other reasonable time limits as the parties may agree, stating the effect of the proposed modification upon its performance, including details of cost and time effects thereof. Otherwise, Subcontractor shall accept the determination of Contractor as to the effect of the proposed modification or change.

b. Contractor may at any time, without notice to the Surety of this Subcontract, by written order designated or indicated to be a change order, make any change in Subcontractor's Work within the general scope of this Subcontract. Upon receipt of any Change Order, Subcontractor shall promptly proceed with the work involved, which shall be performed under the applicable terms and conditions of this Subcontract and the Contract Documents, except as may otherwise be specifically provided. Nothing shall excuse Subcontractor from proceeding promptly with the prosecution of the work as ordered in such Change Order and failure or refusal to do so shall constitute a default of this Subcontract.

c. Additions to, or changes in this Subcontract shall be made only upon written order, approved by Contractor. A Change Order or Contract Amendment signed by Subcontractor shall be final and binding upon Subcontractor as a full and complete adjustment for the change(s) made, including the equitable adjustment to the Subcontract Sum and extension(s) of the time for completion of Subcontractor's performance. Should the parties be unable to agree as to the value of such work to be added or omitted, Subcontractor shall proceed under the written order of Contractor, from which order the stated value of the work shall be omitted. The value of such work shall be determined in accordance with the following paragraph.

d. In the event Subcontractor is required by Contractor to perform additional work for which the amount of compensation is not previously agreed upon, Subcontractor shall prepare and submit to Contractor a proposal describing the estimated quantities and cost involved. Subcontractor shall keep accurate, detailed and itemized records of the costs of any such change and shall report such costs to Contractor in the form and manner prescribed by Contractor. Subcontractor shall, if requested, furnish each day to Contractor, certified copies of all time sheets, receiving and inspection reports and all other basic documents required by Contractor, to evidence the expenditures of Subcontractor as a result of such change. Subcontractor's application to Contractor for payment shall be accompanied by certified copies of all pertinent payrolls, invoices, and vouchers relating to the additional work. Contractor's or Owner's receipt, or acknowledgment of Subcontractor's change order claims, or any other alleged claim, or any notice or report, including reports of cost and time, or any payments made, shall not be construed as Contractor's or Owner's acknowledgment, or acceptance of the accuracy and validity of any portion, until such time as a change order is fully executed.

e. Unless specifically stated otherwise in the Contract Documents, for any change, the increase in the Subcontract Sum will be the total of direct labor costs marked up at the rate of _____% for payroll burden and direct labor and material costs marked up 5% _____ for profit, and 5% _____ for overhead. Material costs subject to mark-up are defined as those items which become a permanent part of Subcontractor's Work. Direct labor costs subject to mark-up are defined as the direct wages of field personnel from foreman down, required to put Subcontractorôs Work in place. All other costs including bonds and insurance will be included in the allowable mark-ups shown above. Any reductions in the Subcontract Sum shall be calculated in the same manner.

f. Subcontractor will provide to Contractor an itemization and sufficient documentation of labor and material to adequately support increases or reductions in the Subcontract Sum.

g. Receipt by Contractor of payment from Owner for changed or extra work ordered or directed by Owner shall be a condition precedent to the right of Subcontractor to receive payment from Contractor, and the liability of Contractor's surety, if any, shall be subject to the same condition precedent.

10. DELAYS

a. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Subcontractor's Work for any cause whatever, including those for which Owner, Architect/Engineer, or Contractor may be responsible, in whole or in part, shall relieve Subcontractor of its duty to perform or give rise to any rights, damages or additional compensation from Contractor to Subcontractor. Subcontractor's sole remedy against Contractor as result thereof shall be the right to seek an extension to the time fixed for the completion of Subcontractor's Work in accordance with paragraph

10c. This paragraph applies to claims for early completion, as well as to claims for late completion. Notwithstanding anything in this paragraph to the contrary, Subcontractor may be compensated for interruptions, interferences, inefficiencies, suspensions or delays, not attributable to Subcontractor's fault or neglect, to the extent, and only to the extent, Contractor is able to recover and collect the same from Owner or others. Collection of these sums is an absolute condition precedent to any obligation of Contractor to pay Subcontractor for such claims.

b. Subcontractor shall reimburse Contractor for the entire cost and expense suffered or incurred for all liquidated or actual delay damages assessed by Owner against Contractor, all actual costs, expenses and damages suffered or incurred by Contractor including Contractor's job overhead for the period of time of such delay, disruption or interference, all damages suffered or incurred by any other contractor or subcontractor on the Project for which Contractor may be liable, including Contractor's administrative costs and attorney's fees, resulting in any manner whatsoever, directly or indirectly, from any and all delays, disruptions and interferences caused by Subcontractor. The fact that liquidated or other delay damages may have been specified by Owner in the Contract Documents shall not operate as a limitation on Subcontractor's liability to Contractor for delay damages. In the event any such damages are caused by Subcontractor and another person or entity, Contractor shall have the right to reasonably apportion such damages between the parties, and such apportionment shall be final and binding upon Subcontractor. Subcontractor further agrees that neither the payment of such damages nor any liability suffered or incurred for the payment of such damages shall release Subcontractor from its obligation to otherwise fully perform this Subcontract.

c. Should Subcontractor be delayed in the prosecution of Subcontractor’s Work by any act, neglect or default attributable to Contractor, Architect/Engineer, or Owner or by any damage caused by fire, lightning, earthquake, hurricane, or any other cause for which Subcontractor is not responsible, either in whole or in part, then the time fixed for the completion of Subcontractor’s Work pursuant to the terms of this Subcontract shall be extended for a period equivalent to the time lost by reason of such causes. However, no time extension shall become operative unless a notice of claim is presented in writing to Contractor within seventy-two (72) hours of the first occurrence of the delay and such claim is subsequently approved in writing by Contractor. Subcontractor agrees that such extension of time for completing Subcontractor’s Work precludes, satisfies and cancels any and all other claims Subcontractor may have against Contractor on account of such delay. Permitting Subcontractor to continue after the time to complete Subcontractor’s Work has expired, shall not be construed as a waiver by Contractor of any claims for loss or damage for breach by Subcontractor of one or more of the provisions of this Subcontract.

11. DEFAULT AND TERMINATION

a. If Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workers or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor’s Work with promptness and diligence, or cause by any action or omission the stoppage or interference with work of Contractor or other subcontractors, or fail in the performance of any of the requirements contained in this Subcontract, or be unable to meet its debts as they mature, Contractor may, at its option, send Subcontractor written notice of such default. If Subcontractor fails to cure the default within seventy-two (72) hours of the sending of the notice of default, Contractor may terminate this Subcontract by sending written notice of termination to Subcontractor. Thereafter, Contractor may take possession of the materials, tools, appliances and equipment of Subcontractor at the Project site, and through itself or others provide labor, equipment and materials to prosecute Subcontractor’s Work, on such terms and conditions as shall be deemed necessary by Contractor, and shall deduct the cost, including all charges, expenses, losses, costs, damages and attorneys' fees, incurred as a result of Subcontractor's failure to perform, from any money then due or to become due to Subcontractor. If Contractor so terminates Subcontractor, Subcontractor shall not be entitled to any further payments under this Subcontract until Subcontractor’s Work has been completed and accepted by Contractor, Architect/Engineer, and Owner, and payment has been received by Contractor from Owner. In the event that the unpaid Subcontract Sum exceeds Contractor's cost of completion, the difference shall be paid to Subcontractor after the expiration of all applicable warranties; but if such expense exceeds the balance due, Subcontractor shall promptly pay the difference to Contractor.

b. Contractor shall have the right to terminate this Subcontract, by written notice, without Subcontractor being at fault, for any cause or for its own or Owner's convenience and require Subcontractor to immediately stop work. In such event, Contractor shall pay Subcontractor for that portion of Subcontractor’s Work actually performed in an amount proportionate to the total Subcontract Sum. Contractor shall not be liable to Subcontractor for any other costs nor for prospective profits on any portion of Subcontractor’s Work not performed. However, if the reason for the termination is any action or default by Owner, or as a result of court order or public authority, then Contractor shall be liable to Subcontractor only for any greater sum which Contractor receives from Owner with respect to Subcontractor’s Work, less any costs, credits, set-offs, and backcharges incurred by Contractor.

c. Subcontractor shall have the right to terminate this Subcontract only after it has provided Contractor with a written notice of default. Contractor shall have twenty days (20) to commence the cure of any default. In the event that Contractor fails to cure any default for which it has been provided notice, then upon an additional ten (10) days notice, Subcontractor shall have the right to terminate this Subcontract.

d. The remedies of Contractor provided for in this paragraph and in any part of the Contract Documents shall be cumulative, and not exclusive, of all other remedies which Contractor may have for breach of this Subcontract by Subcontractor, or as a result of Subcontractor's failure to perform any of the requirements of this Subcontract. Subcontractor and its surety

shall be liable for all losses, damages, and expenses, including administrative time and attorneys' fees in the prosecution or defense of any action, arbitration, trial or appeal, enforcement of any judgment, bankruptcy or insolvency proceedings, or any subsequent proceedings or appeals from any order or judgment entered therein, incurred by or resulting to Contractor arising out of any breach of this Subcontract.

e. If Subcontractor fails to clean-up and dispose of all trash and waste materials created by Subcontractor, within eight (8) hours of receipt of written notice to Subcontractor's field supervisor, Contractor shall have the right to perform such clean-up for Subcontractor and Subcontractor shall pay Contractor _ Thirty ($ 30.00) dollars per man hour plus transportation and dumping costs to perform the clean-up. Clean-up of Subcontractor's Work and the daily removal of debris from the areas of the WORK is mandatory. Each day, all trash and debris is to be removed to a location acceptable to Contractor. Fire exits, corridors and doorways shall be kept clear of debris and open to pedestrian and wheelchair traffic at all times, specifically including nights and weekends. Unless agreed to otherwise, Subcontractor shall remove all trash and debris resulting from Subcontractor's work from the site on a weekly basis.

12. CLAIMS AND DISPUTES

a. Subcontractor shall make all claims to Contractor for extras and extensions of time for which Owner may be responsible in the manner provided for in the Contract Documents, if any, for claims by Contractor upon Owner, and in sufficient time for Contractor to comply with the requirements of the Contract Documents for making such claims to Owner, but in no case more than seven (7) days from the initial occurrence of any event giving rise to such claim. Subcontractor shall be bound by the resolution of any dispute between Contractor and Owner involving any portion of Subcontractor's Work. Contractor shall be liable to Subcontractor only to the extent that Contractor actually recovers and collects from Owner for each claim or extra, less Contractor's cost associated with the claim or extra. If such costs cannot be determined, they shall be prorated among the parties involved. Subcontractor shall make all claims to Contractor for extras and extensions of time for which Contractor may be responsible within seven (7) days from the initial occurrence of any event giving rise to such claim. Failure to provide timely notice shall be a waiver of such claim.

b. Except as otherwise provided for in this Subcontract, any dispute arising under this Subcontract which is not resolved shall be decided by Contractor, who shall reduce its decision to writing and furnish a copy thereof to Subcontractor. The decision of Contractor shall be final and conclusive unless, within twenty (20) calendar days from the date of receipt of such decision, Subcontractor contests said decision in writing. Failure to contest Contractor's decision within this time limit will be a waiver of all further claims relating thereto. No claim, dispute or controversy between Owner and Contractor, or between Contractor and Subcontractor, shall be a basis to delay or suspend Subcontractor's Work or interfere with its progress or performance, unless directed otherwise by Contractor, and Subcontractor shall continue with all performance required by this Subcontract and shall proceed in accordance with all directives of Contractor. Failure to proceed shall constitute a default of this Subcontract, regardless of the ultimate decision on such claim, dispute or other controversy, and will be cause for termination of this Subcontract.

c. In the event Subcontractor is desirous of pursuing an appeal of an adverse final decision rendered by Owner, or the Architect/Engineer that affects Subcontractor's interests, and provided Contractor's interests are unaffected, Subcontractor shall bear the full cost and sole responsibility for prosecuting such appeal. Subcontractor shall continue to work and maintain the progress schedule, unless otherwise agreed to in writing by the parties.

d. At the option of Contractor, any and all unresolved disputes or controversies arising out of or relating to this Subcontract, or the breach thereof, whether of law, equity, or fact of any nature whatsoever, shall be decided by binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. Contractor reserves the right to object to any individual arbitrator who is employed by or affiliated with a competing organization. The arbitrator(s) shall have the power to decree any and all relief of an equitable nature, including but not limited to relief such as a temporary or a permanent injunction, and shall also have the power to award damages and costs. Any decree or award rendered by the arbitrator(s) may be entered in any court having jurisdiction. In no event may a demand for arbitration be made after the date on which a legal action concerning the matter in dispute would be barred by the appropriate statute of limitations. As a condition precedent to the filing or continuation of any arbitration demand, the parties shall engage in a good faith mediation of the dispute.

e. In the event the Contract Documents between Owner and Contractor provide for arbitration or other non-judicial proceeding as the forum for the resolution of disputes, and a claim, dispute or other controversy exists between Owner and Contractor which may involve Subcontractor, Subcontractor hereby expressly agrees, at the option of the Contractor to be joined as an additional party in any and all such arbitrations or other proceedings, or if a separate arbitration or other proceeding already exists or is separately initiated, Subcontractor expressly agrees to the consolidation of all such arbitration or other proceedings, it being the intent of Contractor to resolve all of the rights and obligations of all interested parties at one time in one forum rather than in multiple proceedings. If any claim, dispute or other controversy involving Subcontractor is prosecuted or defended by Contractor and Subcontractor is not directly a party or litigant in such proceeding, Subcontractor shall have the full responsibility for the preparation of all of its claims and defenses to claims asserted against it and shall bear all of its costs and expenses including all of its attorneys' fees and further, shall cooperate fully with Contractor and furnish all documents, statements, witnesses and other information required by Contractor for such purpose. Subcontractor shall promptly reimburse Contractor for the entire cost and expense incurred by Contractor including a proportionate share of Contractor's attorneys' fees and costs, to the extent of Subcontractor's

interest or involvement in such claim, dispute or other controversy.

f. This agreement to mediate and arbitrate shall not apply to any claim: (1) of contribution or indemnity asserted by one party to this Subcontract against the other party and arising out of an action brought in a state or federal court, or brought in arbitration by a person who is under no obligation to arbitrate the subject matter of such action with either of the parties hereto and who does not consent to such arbitration; (2) asserted by Subcontractor against Contractor if Contractor asserts said claim, either in whole or part, against Owner, and the Contract between Contractor and Owner does not provide for binding arbitration and Contractor and Owner do not subsequently agree to arbitration, or the Contract does so provide but the two arbitration proceedings cannot be consolidated; and (3) for punitive damages.

g. Any claim, dispute or other matter between Contractor and Subcontractor relating to this Subcontract shall be governed by the laws of the State of Georgia. Venue for any action arising out of this Subcontract shall be Fulton County, Georgia.

13. REGULATORY COMPLIANCE

a. Subcontractor's attention is directed to the compliance requirements of the Contract Documents. Subcontractor shall comply therewith as applicable. Specific references made, but not limited to:

1. Apprenticeship trainee requirements.
2. Equal opportunity employment requirements.
3. Special trade permits and connection permits or fees.
4. Compliance with employee wage rate determinations required by governing authorities and those specified within the Contract Documents.
5. Insurance provisions
6. Environmental controls.

b. Subcontractor shall comply with all applicable local, state and federal laws, codes, regulations and ordinances.

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

d. Subcontractor shall comply with the requirements of the Building Department, and comply with all other laws, ordinances and regulations, and save Contractor from all annoyances and fines arising out of Subcontractor’s Work, and give proper authorities all requisite notices relating to Subcontractor’s Work, and procure and pay for all necessary official licenses or permits to carry on Subcontractor’s Work.

e. Compliance with all federal, state and local tax laws, social security laws, and unemployment compensation laws is required. In the event Subcontractor is not a resident in the State of Georgia, Subcontractor shall procure a Non-Resident Contractor’s Bond and comply with all requirements of Sections 48-13-30 through 48-13-38 of the Official Code of Georgia Annotated, together with Rules and Regulations promulgated by the Commissioner of Revenue. All costs associated with providing such bond are included in the Subcontract Sum. Subcontractor shall provide a copy of such Bond to Contractor before Subcontractor’s first request for payment on this Project. Notwithstanding anything to the contrary in this Subcontract, should Subcontractor fail to provide Contractor with such Bond, Contractor may withhold up to 4% of any sums otherwise due Subcontractor under this Subcontract, exclusive of retainage, until such time as Subcontractor furnishes Contractor with a certificate issued by the Commissioner of Revenue showing that all sales taxes accruing by reason of this Subcontract have been paid and satisfied

f. Material Safety Data Sheets (MSDS) are required on toxic materials that Subcontractor intends to use on the Project. Subcontractor shall furnish any required MSDS to Contractor, and thirty (30) days prior to delivery identify specifically any toxic material. Subcontractor shall meet the obligations of the Georgia Statutes to properly train and advise its employees, subcontractors, sub-subcontractors, agents and invitees. Failure by Subcontractor to comply with the preceding requirements shall constitute a material breach of this Subcontract, and any items or material delivered to the job site without complying with all of the foregoing shall be considered as non-conforming, and Contractor may reject and return it, or hold it at Subcontractor's expense.

g. In the event that the Project is a State-funded “Major Facility Project,” as defined in OCGA §50-8-18 (2009) (effective July 1, 2010), as may be amended from time to time, Subcontractor shall comply with all policies, procedures, and standards adopted by the Department of Community Affairs relating to Subcontractor’s Work, including without limitation purchasing and documenting the use of Georgia-based materials and products, participating in functional performance tests and verification of TAB reports, and any applicable commissioning activities.

h. In the event Owner is a public body, Subcontractor warrants to Contractor that Subcontractor: (1) has fully complied and shall continue to fully comply, at its own cost, with all applicable federal, state and local laws, ordinances, rules, and regulations governing immigration, including but not limited to the Immigration Reform and Control Act of 1986 (“IRCA”), as amended from time to time, and the Georgia Security & Immigration Compliance Act of 2006 (“GSIC”), as amended from time to time, along with their I-9 employer verification provisions; (2) has upon signing this Subcontract contemporaneously signed and returned to Contractor a Subcontractor Affidavit that strictly conforms to the requirements of Georgia Administrative Code §300-10-.08; (3) has properly trained and shall continue to properly train its staff regarding the execution and retention of I-9 employment verification forms; (4) is not now in violation of IRCA or GSIC;

(5) has provided written notification to Contractor of all prior citations by any government agency for violations of IRCA or GSIC; (6) has implemented and shall continue to implement a company-wide I-9 employment verification policy (including, but not limited to the use of the EEV/Basic Pilot for employment eligibility verification of all new hires where such usage is required by federal or state law);and (7) Subcontractor has and shall cause all lower-tier subcontractors to sign a Subcontractor Affidavit that Subcontract shall return to Contractor, and to comply with all other requirements of this provision. Subcontractor further warrants that should Subcontractor become aware of any government audit of its employees or employer verification procedures, it shall immediately notify Contractor in writing of such an audit and provide Contractor a copy of the findings when they are made available.

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

14. INDEMNITY AND INSURANCE

a. Subcontractor shall, at its cost and expense, furnish and maintain: commercial general liability and property damage insurance; commercial automobile liability and property damage insurance; workers' compensation insurance and employer's liability insurance; coverage under the Longshoremen's and Harbor Worker's Act and the Jones Act, if applicable, together with such other insurance as may be required by the Contract Documents or by law. Such liability insurance shall include coverage for premises - operations (including explosion, collapse, and underground coverage), elevators, independent contractors, products and completed operations and blanket contractual liability on all written contracts, all including broad form property damage coverage. All coverages shall be written on an occurrence basis. Claims-made coverage is not acceptable. All coverages shall be maintained in full force and effect at all times during the term of this Subcontract from the date of commencement of Subcontractor's performance of any work and until expiration of the warranty period or such other date as may be established elsewhere in the Contract Documents, whichever is later. If any other coverages are required to be maintained after final payment, an additional certificate evidencing such coverage shall be submitted with Subcontractor's final Application for Payment. All such coverages shall be written by a company or companies satisfactory to Contractor, and include Contractor, Owner and Architect/Engineer as additional insureds. The coverage and limits of said insurance are set forth in Attachment "C" and Subcontractor shall provide Contractor with a certificate of insurance evidencing Subcontractor's compliance with this requirement with a 30 day notice of cancellation provision. Upon Contractor's request, Subcontractor shall supply Contractor with certified copies of all insurance policies required to be furnished by Subcontractor. In the event Subcontractor fails or neglects to obtain or renew the required insurance and furnish evidence thereof to Contractor with the executed Certificate of Insurance form, Contractor shall have: (a) the right, but not the obligation, to procure such insurance and charge the cost to Subcontractor; or (b) to deem such failure or neglect on the part of the Subcontractor as a default of this Subcontract. No payment of any portion of the Subcontract Sum shall be due to Subcontractor until the provisions of this section have been fully satisfied.

b. By execution of this Subcontract, Contractor and Subcontractor waive all rights against each other and any of Subcontractor's subcontractors, Owner, Architect/Engineer and of its consultants, any other contractors, and any other subcontractors, together with all of their agents and employees, for damages caused by fire or other perils to the extent covered by the builders risk property insurance, excepting such rights as they may have to any insurance proceeds. Subcontractor also waives all rights of subrogation against Contractor and Owner for loss of, or damage to Subcontractor's work, tools, machinery, equipment, material or supplies. Subcontractor shall include the same waiver of subrogation in all of its subcontracts for the Project. The foregoing waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty to indemnify, did not directly or indirectly pay the insurance premium and whether or not the person or entity had an insurable interest in the property damaged.

c. The insurance specified above shall provide that said insurance is primary non-contributory coverage to any insurance that Contractor or Owner may carry.

d. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor (including its affiliates, parents and subsidiaries), and the Owner, Architect/Engineer and all agents officers, directors and employees of any of them (the "Indemnitiees"), from and against any claim, damage, loss, cost, and expense, including but not limited to attorneys' fees, arising out of or resulting from the performance of Subcontractor's obligations herein, if attributable to (1) bodily injury, sickness, disease, or death or injury to persons or destruction of tangible property, including loss of use thereof, caused in whole or in part by any act or omission of Subcontractor or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, unless resulting from such indemnified party's sole negligence; or (2) breach of any obligation under this Agreement by Subcontractor, or anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable. In the event any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts Subcontractor may be liable makes a claim against any Indemnitee, the indemnification obligations herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts. In addition to indemnifying and holding harmless the Indemnitees, Subcontractor shall, upon receiving written direction from any Indemnitee, promptly assume the defense of such claim, suit, arbitration or proceeding at Subcontractor's expense with counsel approved by such

Indemnitee. Contractor shall cooperate with Subcontractor in any such defense. If Subcontractor fails or refuses to promptly undertake the defense of such claim, suit, arbitration or proceeding after receiving a written request from any Indemnitee, or fails or refuses at any time to proceed with the defense to the satisfaction of the Indemnitee, Contractor may assume said defense at Subcontractor's expense. Subcontractor shall indemnify and hold harmless the Indemnitees from and against any claims involving the Subcontractor's nonpayment of its subcontractors, laborers, vendors, or materialmen. The obligations to indemnify shall survive the termination or completion of this Subcontract.

e. Subcontractor shall provide a performance bond and a labor and material payment bond, each in the amount of one hundred percent (100%) of the Subcontract Sum, on a form provided by Contractor and with a corporate surety authorized to do business in the State of Georgia and acceptable to Contractor, which bonds shall be furnished within seven (7) days of execution of this Subcontract. Subcontractor acknowledges that the cost of all bond premiums has been included in the Subcontract Sum. The surety hereby waives notice of any alteration or changes to this Subcontract and Subcontractor's Work . No payment of any portion of the Subcontract Sum shall be due to Subcontractor until the provisions of this section have been fully satisfied.

f. Commencement of Subcontractor's Work without having provided said bonds shall not be considered a waiver, or release by Contractor of the requirement for bonds, and Subcontractor shall have proceeded with Subcontractor's Work at its own risk and shall not be entitled to payment until such bonds are delivered to Contractor.

15. ENCUMBRANCES

a. Subcontractor shall turn Subcontractor's Work over to Contractor in good condition and free and clear of all claims, encumbrances, or other liens and shall protect and save harmless Contractor and Owner from all claims, encumbrances or liens growing out of the performance of this Subcontract. If any subcontractor, laborer, or supplier of Subcontractor, or any other person or entity directly or indirectly acting for or through Subcontractor files a claim of lien or bond claim against Contractor, its surety, if any, the Project, the property or any part or any improvements, or against any monies due or to become due from Owner to Contractor or from Contractor to Subcontractor, Subcontractor shall satisfy, remove or discharge such lien or claim at its own cost and expense by payment, bond or otherwise, within 15 days of the date of its assertion, irrespective of any defense that Subcontractor may have to such claim of lien or bond claim. If Subcontractor shall fail or refuse to do so, Contractor shall have the right, in addition to any other rights and remedies provided by this Subcontract or by law, to satisfy, remove, or discharge the same by whatever means Contractor chooses, and Subcontractor shall promptly reimburse Contractor for the entire cost and expense suffered or incurred by Contractor. The provisions of this section shall not impose any duty or obligation upon Contractor to determine or adjust any disputes or claims between Subcontractor and any such claimant or to withhold any money for its protection.

b. Subcontractor shall, as often as requested by Owner or Contractor, furnish a sworn statement showing all parties who furnish labor or materials to Subcontractor, with their names and addresses and amounts due or to become due each of them.

c. Subcontractor shall furnish Contractor, if requested, evidence of the payment of all bills and expenses incurred by Subcontractor for labor, services, equipment and materials used by Subcontractor, and liability incurred by Subcontractor in any way for the purpose of using the same on or about the Project, and written releases, in form as provided by Contractor, from all persons, firms, or corporations that may have furnished to Subcontractor, any services, equipment and materials, whether on, or for the Project, and written releases of lien and/or bonds from all persons, firms and corporations that may have in any way had any dealing and agreements in connection with Subcontractor's Work.

d. Any and all transportation tax, sales tax, use tax or any other tax that might accrue through purchase of materials or amounts paid for labor by Subcontractor or occasioned by performance of this Subcontract are included in the Subcontract Sum. Any and all tax exemptions shall belong to Contractor and/or the Owner.

e. Subcontractor agrees that any payment due or that may come due is not assignable and that no part of this Subcontract can be assigned, except with the written consent of Contractor. Any assignment in violation of this provision shall be void and unenforceable

16. WARRANTIES

a. Subcontractor warrants to Contractor, Architect/Engineer, and Owner that all materials and equipment furnished shall be new unless otherwise specified, and that all Subcontractor's Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents.

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

c. Subcontractor agrees that the warranty period of equipment utilized for completion of the Project shall remain in effect for the entire warranty period from the date of Owner acceptance.

d. Subcontractor shall pay for all changes to Subcontractor's Work or the Work resulting from defects in Subcontractor's workmanship or materials, as well as, all expenses necessary to replace or repair either the Subcontractor's Work or the Work, including that damaged or disturbed by making replacements or repairs. This guarantee is in addition to all other guarantees, warranties and rights contained in the Contract Documents.

17. SPECIAL PROVISIONS

a. Unless otherwise stated, work hours are from 7:00 a.m. to 3:30 p.m., Monday through Friday. Holidays will be:

New Years Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

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

b. Materials delivered to the job site shall be received, unloaded and stored by Subcontractor. All deliveries shall be coordinated with Contractor.

c. Subcontractor's special attention is called to Attachment "B" - "Project Safety Manual" which is to be strictly observed and rigidly enforced by Subcontractor during the performance of Subcontractor's Work.

d. Subcontractor shall be represented by person, or persons authorized to represent Subcontractor at weekly Safety and Subcontractor Meetings, commencing two weeks prior to the start date of Subcontractor's Work.

e. As-built documents and data shall be maintained and recorded by Subcontractor as applicable to Subcontractor's Work and may be reviewed monthly by Contractor, concurrently with Subcontractor's request for progress payments. Completion of accurate as-built documents is a condition precedent to receiving payment each month and at final completion.

f. Subcontractor shall bear all costs of testing. Where testing agency standards are referenced, all materials shall be tested and certified by an approved, independent testing company.

g. Location of employee parking, equipment parking, material storage, and temporary trailers will be subject to approval by Contractor.

h. Subcontractor will provide a list of suppliers prior to the first pay request.

i. A condition precedent to Subcontractor receiving progress payments is the delivery by Subcontractor to Contractor each month (regardless of whether any Subcontractor's Work was performed) of waivers of lien or waivers of right to claim against bond as required from Subcontractor and all sub-subcontractors and suppliers who have filed Notices to Contractor. Forms for use in this connection will be supplied by Contractor.

j. Signs shall not be posted by Subcontractor unless approved in writing by Contractor.

18. PAYMENTS

a. Subcontractor shall submit within ten (10) days of execution of this Subcontract and prior to any payment being made, a schedule of values with respective quantities illustrated, in accordance with the divisions of the Uniform Construction Index (UCI) or as required in the Contract Documents, if different. Unless otherwise directed, each allocation to a work item shall include the proportionate share of overhead and profit. The schedule of values must be acceptable to Contractor as to form and substance. Subcontractor shall show labor and material values independently.

b. It is expressly agreed that time is of the essence in the performance of this Subcontract. It is further expressly agreed that, any provision of the Contract Documents to the contrary notwithstanding, Subcontractor agrees that Contractor shall be under no obligation to pay Subcontractor for any work performed or materials or equipment furnished for this Project unless and until Contractor has been paid therefore by Owner, and the making of any and all progress and final payments and the amounts thereof are expressly subject to this absolute condition precedent. Subcontractor states that it relies primarily on the credit and ability of Owner to pay and not upon Contractor's credit or ability, and further, expressly accepts the risk that it will not be paid for Subcontractor's Work performed by it in the event that Contractor, for whatever reason, is not paid by Owner for such work. Subcontractor further agrees that the liability of Contractor's surety, if any, shall be subject to the same condition precedent.

c. Contractor agrees to pay Subcontractor for Subcontractor's Work the sum of _____ _____ ($) ("Subcontract Sum").

The Subcontract Sum shall be paid by Contractor to Subcontractor as follows:

1. As Subcontractor's Work progresses, an amount equal to ninety percent (90%) of the value of completed Subcontractor's Work done from month to month, including the materials which are intended to be incorporated in the Project and which are properly stored on the site and meeting the requirements of the Contract Documents and certified by the Architect/Engineer or Owner.

2. On or before the twentieth day of each month (or such other day as Contractor may stipulate) Subcontractor shall submit to Contractor, a written and itemized Application for Payment based upon the approved schedule of values and representing a true and accurate estimate of the portion of Subcontractor's Work completed as of the date indicated in the Application for Payment and when permitted, an accurate inventory of materials and equipment suitably stored on the job site or other agreed upon location, reflecting the appropriate retainage and less previous payments, which Application for Payment shall be certified by an officer or representative of Subcontractor in a manner acceptable to Contractor, notarized and supported by valid lien waivers as set forth

elsewhere in this Subcontract or the Contract Documents, together with such additional documentation, invoices, vouchers, waivers, certifications and affidavits substantiating Subcontractor's right to payment as Contractor may request or the Contract Documents require. The form of Application for Payment shall be as furnished by Contractor. All Applications for Payment shall be subject to correction including revision to any prior or following Application(s) for Payment. Should any defective work, materials or equipment be discovered during the progress of construction, or should reasonable doubt arise as to whether certain work, materials or equipment is in accordance with this Subcontract or the Contract Documents, the value of such defective or questioned work, material or equipment shall not be included in any Application for Payment, or if previously included and paid, shall be deducted by Subcontractor in its next Application for Payment. It shall be Subcontractor's sole responsibility to submit each Application for Payment in the time and in the manner prescribed and on the form provided or approved by Contractor for such purpose, and in no instance shall Contractor be obligated to make any payment upon any Application for Payment not in compliance. Subcontractor agrees that any Application for Payment not in compliance may, at the option of Contractor, be held over for processing at the beginning of the month or other designated period next following correction, resubmission or late submission of such Application for Payment, without notice to Subcontractor.

3. Payment for stored materials shall be made as stipulated by the Contract Documents, and such requests for payments for stored materials shall be accompanied by vendor invoices, itemizing respective quantities and unit costs of such stored material and any other requirements of the Contract Documents. At its option, Contractor may make payment for stored material by joint check to Subcontractor and vendor and require, as a condition precedent to payment for stored materials, proper insurance and a waiver of lien or waiver of bond rights, effective as of the date of the payment. Material stored on the site, for which payment is requested, shall be in the care and custody of Subcontractor, and shall not be removed from the site without the written consent of Contractor. Payment to Contractor by Owner is an absolute condition precedent to the obligation of Contractor to pay Subcontractor for stored materials.

4. Final payment will be made within 20 days after Subcontractor has submitted its final Application for Payment and all required closeout documents together with any required certificates of insurance for any insurance coverages required to be maintained after the date of final payment and Contractor has received from Owner written acceptance together with payment in full for the Work. Final payment is further subject to Contractor's determination that all of the terms, conditions, requirements and covenants of this Subcontract have been well and truly met and discharged by Subcontractor. Acceptance of final payment by Subcontractor releases Owner, and Contractor and its surety from any and all claims arising out of or related to this Subcontract.

d. If at any time there shall be evidence of lien or claim for which, if established, Owner or Contractor or its surety might become liable, and which is chargeable to Subcontractor, or if Subcontractor shall incur any liability to Contractor, or Contractor shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, Contractor shall have the right to retain out of any payment due, or to become due under this Subcontract or any other contract between Contractor and Subcontractor, an amount sufficient to compensate Contractor for and fully satisfy such liability, claim, or demand, and charge or deduct all cost of defense, or collection with respect thereto, including attorneys' fees. Should any claim or lien develop for which retained sums are insufficient or after all payments are made, Subcontractor shall pay to Contractor all monies that the latter may be compelled to pay in discharging such claims or liens or costs incurred in collecting said monies from Subcontractor.

e. No progress payment under this Subcontract shall be conclusive evidence of the performance of this Subcontract either in whole or in part, and no payment shall be construed to be acceptance of defective Subcontractor's Work or improper materials.

f. Subcontractor shall pay for all materials and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from Contractor. Subcontractor shall accompany all Applications for Payment with its own lien and bond waiver for the period of time covered by its current Application for Payment, and with lien and bond waivers from all of its subcontractors, suppliers and others for the period of time covered by the previous Application for Payment and who may be entitled to assert a lien or bond claim on the Project. All lien and bond waivers shall be on a form provided by or approved by Contractor. Subcontractor is advised that no exceptions to this provision will be made and any Application for Payment not accompanied by proper lien and bond waivers will be cause for not processing the Application for Payment and withholding of payment. Contractor reserves the right, in its sole discretion, to make any payment to Subcontractor through checks made payable to the joint order of Subcontractor and such of Subcontractor's subcontractors, suppliers or any of Subcontractor's other creditors having potential rights or claims against the Project or any proceeds.

g. Final payment is further subject to Contractor's prior receipt from Subcontractor of all as-built drawings, certifications, maintenance manuals, operating instructions, written guarantees and warranties and bonds relating to the WORK, a final waiver of lien and bond, complete releases and an affidavit certifying Subcontractor's payment in full for all items relating to Subcontractor's Work.

h. All estimates and quantity calculations made by Owner or Architect/Engineer as to the weights, quantities and amount(s) of materials furnished and Subcontractor's Work shall be final and binding upon Subcontractor, and shall conclusively establish the amount(s) of materials furnished and Subcontractor's Work. It is understood and agreed that Subcontractor

shall receive no compensation for any materials furnished or Subcontractor's Work performed by it which is not approved and accepted by Owner and Architect/Engineer, and will make no claim against Contractor or its surety for any compensation based upon any estimate or quantity calculations other than those made by Owner or Architect/Engineer; provided, however, if Subcontractor, pursuant to any written directive of Contractor, furnishes any additional material or performs any additional work not provided for in the Contract Documents, Subcontractor will be compensated as provided in the Subcontract.

i. All payments due and unpaid under this Subcontract shall bear interest from the date payment was due at the rate of _0_____% per annum or, if not specified, at the legal rate of interest set forth in OCGA § 7-4-2(a)(1)(A).

j. Contractor may deduct from any amounts due or to become due to Subcontractor under this Subcontract or any other agreement between Contractor and Subcontractor any sums owed Contractor under this Subcontract or any other agreement between Contractor and Subcontractor.

k. The interest rates, periods of payment, conditions of payment, rights and remedies set forth in the Subcontract are intended to govern over any different or additional terms set forth in OCGA §§ 13-11-1, et seq.

19. MISCELLANEOUS

a. This Subcontract constitutes the entire and integrated agreement between Contractor and Subcontractor, and supersedes all prior negotiations, representations, understandings and agreements, either written or oral. Contractor shall not be liable in any way for any understandings or representations made by any of its representatives or agents prior to the execution of this Subcontract, unless such understandings or representations by Contractor are expressly stated in this Subcontract. This Subcontract may be amended only by written instrument signed by both Contractor and Subcontractor. No person acting for or on behalf of Contractor shall have authority to waive the requirement that all amendments and modifications to this Subcontract be in a writing signed by an authorized representative of Contractor.

b. Should any provision of this Subcontract be determined by a court to be unenforceable, such a determination shall not affect the validity and enforceability of any other section or part.

c. The failure of Contractor to enforce, at any time or any period of time, any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

d. Nothing contained in this Subcontract shall be deemed to create any contractual or third party beneficiary relationship between any parties other than Contractor and Subcontractor.

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

f. Except as may be provided in the Contract Documents, Subcontractor shall pay all royalties and licensing fees which may be due in connection with the WORK and shall defend all actions or claims against Contractor or Owner for such royalty or licensing fees and shall be liable to Contractor for any losses or damages as a result.

g. Contractor and Subcontractor for themselves, their successors, personal representatives and assigns, hereby agree to the full performance of the covenants of this Subcontract.

h. If this Subcontract is not duly and properly executed by Subcontractor and returned to Contractor within seven (7) days of its date, it is deemed withdrawn by Contractor.

IN WITNESS WHEREOF, Contractor and Subcontractor have signed this Subcontract the day and year first written above.

WITNESS

_____

WITNESS

_____

AJAX BUILDING CORPORATION OF GEORGIA

BY: _____

NAME/TITLE: _____

TYPE SUBCONTRACTOR NAME IN CAPS HERE

BY: _____

NAME/TITLE: _____

SUBCONTRACT ROUTING SLIP

Job Name: East Roswell Branch Library Job Number: 201209

Subcontractor: _____

Subcontract No. _____ Vendor No. _____ CMŜ / ŘŜ _____

Subcontract Date _____ Cost Code _____

OUTGOING

Project Manager _____ (Initial) _____ (Date)

Comments: _____

Senior Project Manager _____ (Initial) _____ (Date)

Comments: _____

Operations Manager _____ (Initial) _____ (Date)

Comments: _____

VP of Operations _____ (Initial) _____ (Date)

Comments: _____

SUBGUARD: Yes ☐ No ☐

Date Subcontract is mailed to Sub for Execution; 1st Pg of Sbct & Routing Slip is copied to Proj. Acct.; 1st Pg of Sbct & Routing Slip with Subguard CO is copied to Staff Acct.

PM/PA To Fill in Outgoing

Write Yes (Y) or No (N) If Item is Required

SECURITY	
Bonds	
Bond Rate	%
Letter of Credit	No
Personal Guarantee	No
Subguard*	

*Requires President or Director of Operations Approval

INSURANCE	
General Liability	Yes
Auto Liability	Yes
Worker's Comp	Yes
Prof. Liability	No
CCIP (Date Sent)	No
ATTACHMENT B-3	Yes
ATTACHMENT D	Yes
ATTACHMENT F	Yes
ATTACHMENT A	Yes
ATTACHMENT G	Yes

PA Comments Section: _____

INCOMING _____ (DATE RECEIVED)

Project Manager _____ (Initial) _____ (Date)

Comments: _____

Senior Project Manager _____ (Initial) _____ (Date)

Comments: _____

Operations Manager _____ (Initial) _____ (Date)

Comments: _____

VP of Operations _____ (Initial) _____ (Date)

Comments: _____

PM/PA To Fill in Incoming

Item Received: N/A, Yes, No, Def

Check when item is NOT Deficient

SECURITY		
Bonds		☐
Letter of Credit		☐
Pers. Guarantee		☐
INSURANCE		
Gen. Liability		☐
Auto Liability		☐
Worker's Comp		☐
Prof. Liability		☐
ATTACHMENT B-3		☐
ATTACHMENT D		☐
ATTACHMENT F		☐
ATTACHMENT A		☐
ATTACHMENT G		☐

PA COMMENTS: _____

Date Subcontract is Mailed Back Fully Executed to the Subcontractor _____

☐ 1st Penta Posting ☐ 2nd Penta Posting ☐ 3rd Penta Posting

☐ All Documents Received (Final)

CAF on File ☐ Yes ☐ N/A Requested ☐