East Roswell Library

Atlanta-Fulton Public Library Capital Improvement Plan

Bid Package No. 32.1 – Site Fencing

Ajax Project No. 201209

December 7, 2012

FULTON COUNTY

Ajax BUILDING CORPORATION OF GEORGIA

atlanta-fulton public library system

JOB NAME: East Roswell Library
JOB NO.: 201209

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Date **November 26, 2012** **NOTICE TO BIDDERS**

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

Bid Group	Bid Package No. & Description		Pre-Bid Date / Time	Bid Date / Time
A	1.1	Site Survey	11/28/2012, 1:30 pm	12/13/2012, 2:00 pm
A	2.1	Sitework & Utilities	11/28/2012, 1:30 pm	12/13/2012, 2:00 pm
A	3.1	Concrete	11/28/2012, 1:30 pm	12/13/2012, 2:00 pm
A	4.1	Masonry	11/28/2012, 1:30 pm	12/13/2012, 2:00 pm
A	5.1	Structural & Miscellaneous Metals	11/28/2012, 1:30 pm	12/13/2012, 2:00 pm
B	10.7	Access Flooring	11/28/2012, 3:00 pm	12/13/2012, 3:00 pm
B	21.1	Fire Protection	11/28/2012, 3:00 pm	12/13/2012, 3:00 pm
B	22.1	Plumbing	11/28/2012, 3:00 pm	12/13/2012, 3:00 pm
B	23.1	HVAC & Controls	11/28/2012, 3:00 pm	12/13/2012, 3:00 pm
B	26.1	Electrical	11/28/2012, 3:00 pm	12/13/2012, 3:00 pm
C	6.1	Millwork	11/29/2012, 11:00 am	12/14/2012, 11:00 am
C	6.2	Cementitious Panels	11/29/2012, 11:00 am	12/14/2012, 11:00 am
C	7.1	Roofing	11/29/2012, 11:00 am	12/14/2012, 11:00 am
C	8.1	Doors, Frames & Hardware	11/29/2012, 11:00 am	12/14/2012, 11:00 am
C	8.2	Glass, Glazing, Storefront, & Sun Control	11/29/2012, 11:00 am	12/14/2012, 11:00 am
D	9.1	Drywall, Framing & Stucco	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	9.2	Hard Tile	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	9.3	Carpet & Resilient Flooring	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	9.4	Acoustical Ceilings & Treatments	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	9.5	Painting & Coatings	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	10.3	Walkway Covers	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
D	10.5	Library Furniture	11/29/2012, 1:30 pm	12/14/2012, 2:00 pm
E	1.3	Final Clean	11/29/2012, 3:00 pm	12/14/2012, 3:00 pm
E	10.1	Miscellaneous Building Specialties	11/29/2012, 3:00 pm	12/14/2012, 3:00 pm
E	10.4	Toilet Accessories	11/29/2012, 3:00 pm	12/14/2012, 3:00 pm
E	32.1	Site Fencing	11/29/2012, 3:00 pm	12/14/2012, 3:00 pm
E	35.1	Landscaping	11/29/2012, 3:00 pm	12/14/2012, 3:00 pm
F	10.2	Signage	TBD	TBD

for East Roswell Library will be received by Fulton County Department of Purchasing at 130 Peachtree Street, S.W., Suite 1168, Atlanta, GA 30303 until the above referenced dates and times. Bids sent via US mail/FedEx/UPS to be addressed to 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.

Ajax Building Corporation of Georgia will be the point of contact for this bid package, except for bid delivery.
1700 Cumberland Point Drive SE, Suite 15, Marietta, GA 30067
Phone: 770-952-7422; Fax: 770-952-7459;
Email: Rebecca Bailey (rebecca@ajaxbuilding.com), Ed Hill (ehill@ajaxbuilding.com).

Each bid must be accompanied by a Bid Bond on the form enclosed in this package, certified check or cashier's check in an amount no less than five percent (5%) of the total amount of the base bid as guarantee that the bidder will, if awarded the contract, enter into a written contract, satisfactory in form, containing a penalty clause and requiring workers' compensation and public liability insurance and approval of subcontractor by Ajax Building Corporation of Georgia and shall be prepared to provide Payment and Performance Bonds on the forms enclosed in this bid package to Ajax Building Corporation of Georgia in the full amount of the contract price within seven (7) days after acceptance.

The Contract Documents, as defined in Subcontract Agreement form, may be examined at the office of Ajax Building Corporation of Georgia, 1700 Cumberland Point Drive, Suite 15, Marietta, GA 30067.

Interested bidders may obtain pre-qualification forms by contacting Ajax Building Corporation of Georgia's office. Only bidders meeting pre-qualification criteria may bid. Bidders must submit a completed experience questionnaire and financial statement on the form entitled "Bidder Qualifications Questionnaire", incorporated herein by reference. The subcontractor's financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the Subcontract.

Prequalified bidders can obtain Contract Documents from Ajax Building Corporation of Georgia at 1700 Cumberland Point Drive, Suite 15, Marietta, GA 30067.

Bid Documents for East Roswell Library are scheduled to be available on November 27, 2012. Bid Documents will be provided electronically. Prequalified bidders will be provided access to Ajax Building Corporation of Georgia's FTP site for Bid Document access. No Bid Documents will be distributed within seven (7) days of date of bid receipt.

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

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.

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.

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

Dates are subject to change. Notice will be given to Pre-Qualified bidders.

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.

BIDDER QUALIFICATIONS QUESTIONNAIRE

INSTRUCTIONS TO APPLICANT

PLEASE FILL OUT THIS FORM "ON-SCREEN", AND RETAIN A COPY FOR FUTURE REFERENCE.
THIS WILL SAVE TIME WHEN PREQUALIFYING FOR FUTURE PROJECTS.

SUMMARY

1. Submit the fully assembled Bidder Qualifications Questionnaire (Pages 1 through 6).
   - Include Bidder Qualifications Questionnaire form completed, dated, and signed by an authorized person or a company officer.
   - Include Exhibit 2 and Exhibit 3 forms signed and dated by respective agents.
   - Include Checklist noting all items submitted.
2. No partial submittals, please. Ajax will review upon receipt of complete information.
3. Ajax will send you written notification on the results of our review.

INSTRUCTION DETAILS

Complete the Form

Fill out Bidder Qualifications Questionnaire form (pages 1 and 2) completely.

- A "See Attached" response is not acceptable.
- Verify contact information for all of your references.

Answer questions related to your background and experience on similar projects.

- You may enclose supporting or supplementary data.

Bonding and Insurance References

Begin by filling in information on *top half* of each Exhibit form. Then,

- Forward a copy of Exhibit 2 (page 4) to your Bonding agency.
- Forward a copy of Exhibit 3 (page 5) to your Insurance agency.

Your agents will complete the *bottom half* of each Exhibit form as follows:

- They will provide requested information.
- They will sign and date it, and return it to you.

Follow up with them as needed to expedite receipt.

Do not submit incomplete or unsigned Exhibit forms to Ajax.

Submission

Submit the fully assembled package (Pages 1 through 6) to Ajax for review.

- Include Bidder Qualifications Questionnaire form completed, signed, and dated.
- Include Exhibit 2 and Exhibit 3 forms completed, signed and dated by respective agents.
- Include Checklist noting all items submitted.

Review and Notification

- Ajax will begin our review upon receipt of all information, and notify you as to the results.
- For clarifications contact **Rebecca Bailey** at rebecca@ajaxbuilding.com or 770-952-7422

Thank you for your interest in prequalifying to bid work with Ajax Building Corporation.

BIDDER QUALIFICATIONS QUESTIONNAIRE

INFORMATION REQUESTED MUST BE PROVIDED ON THIS FORM. A "SEE ATTACHED" RESPONSE IS NOT ACCEPTABLE.
THE QUESTIONNAIRE'S CONTENTS ARE CONFIDENTIAL AND USED SOLELY TO DETERMINE THE APPLICANT'S QUALIFICATIONS.
PLEASE FILL OUT THIS FORM "ON-SCREEN", AND RETAIN A COPY FOR FUTURE REFERENCE.

AJAX PROJECT	East Roswell Library	LOCATION	Roswell, GA

CONTACT INFORMATION

Company's Name: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person # 1 (Exec./ PM) _____

E-mail Address: _____ Telephone: _____

Contact Person # 2 (During Bid Time) _____

E-mail Address: _____

Telephone: _____

COMPANY'S WORK SPECIALTY

Which subcontractor trade(s) and/ or specialty item(s) will you be bidding?

_____

_____

COMPANY PROFILE

Years performing work specialty _____ Years in business under present name: _____

Avg. annual value of work completed in past 3 yrs. $ _____ Value of work in place in prev. year: $ _____ Value of work now under contract: $ _____

Is your Company rated with Dun and Bradstreet?	Yes ☐	No ☐	D & B Rating: _____
Is your Company a certified WMB Enterprise? If "Yes", enclose a copy of your certification (s).	Yes ☐	No ☐	Classification: _____
Is your Company a "Drug-free Workplace"?	Yes ☐	No ☐	
In the past 3 years has your Company had any OSHA fines?	Yes ☐	No ☐	If "Yes", provide explanation.
In the past 5 years have you had any jobsite fatalities?	Yes ☐	No ☐	If "Yes", provide explanation.
In the past 5 years have you filed for bankruptcy?	Yes ☐	No ☐	If "Yes", provide explanation.
In the past 5 years have you failed to complete a contract?	Yes ☐	No ☐	If "Yes", provide explanation.
Any pending claims or judgments against your Company?	Yes ☐	No ☐	If "Yes", provide explanation.
Do you have any past or present objections to working with Ajax's personnel, systems, or contract documents?	Yes ☐	No ☐	If "Yes", provide explanation.

BIDDER QUALIFICATIONS QUESTIONNAIRE

CONTRACTOR LICENSING

Provide your Primary Qualifying Agent's license information as issued by the State Licensing Board applicable to the project:

Last Name: _____ First Name: _____ Middle Name or Initial: _____

Licensing Board: _____ License Type: _____ License Number: _____

COMPANY'S PERSONNEL AND MANPOWER

List names of key personnel proposed for assignment to this project:
Attach a resume or summary of experience for each person.

Project Executive _____

Project Manager: _____

Project Superintendent: _____

Indicate total number of full-time employees currently on your company's direct payroll:

Skilled Craftsmen: _____ Unskilled Labor: _____

List other sources of skilled/ unskilled labor: _____

What percentage of work do you typically perform with your Company's own forces? _____ %

Will you subcontract any portions of the work on this job? Yes ☐ No ☐

Which activity(s): _____ Approx. % of total labor: _____ %

HISTORY OF COMPLETED PROJECTS

Provide a separate list of major projects completed within the past three (3) years. Indicate $value of each subcontract.
Include projects of similar type, size, and complexity as this project. Include completed Ajax projects.

FINANCIAL STATEMENT

Please provide a financial statement for confidential review by Ajax management.
Include reasonably current data on the Company's general financial condition.
A summary income statement / balance sheet is preferred.

I HEREBY CERTIFY THAT THE PRECEDING INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE:

Company _____

Signature _____ (Authorized Person or Company Officer)

Print Name and Title _____ Date _____

Type of Firm ☐ Corporation ☐ Partnership Other _____

EXHIBIT 1

CURRENT PROJECTS AND REFERENCES

CURRENT PROJECTS

1. List two (2) of your Company's most significant projects currently under construction.
2. Select either the Project Manager or General Superintendent as current references.
3. Verify contact information for each reference!
   Before submitting this form:
   - Verify that e-mail addresses and telephone numbers are current and correct.
   - Invalid contact information will delay the prequalification process.

CURRENT PROJECT NO. 1		CURRENT PROJECT NO. 2	
Contracting Agency:		Contracting Agency:	
Project Name:		Project Name:	
Location:		Location:	
Project % Complete:		Project % Complete:	
Scheduled Completion Date:		Scheduled Completion Date:	
$Value of Your Subcontract:		$Value of Your Subcontract:	
Reference's Name:		Reference's Name:	
Reference's Title: (PM or GS)		Reference's Title: (PM or GS)	
Reference's E-mail:		Reference's E-mail:	
Reference's Office Phone:		Reference's Office Phone:	
Reference's Cell Phone:		Reference's Cell Phone:	

AJAX PROJECTS

List the name of any current Ajax project(s) and/ or most recently completed Ajax project(s).

AJAX PROJECT NO. 1	AJAX PROJECT NO. 2

EXHIBIT 2
BONDING REFERENCE

(Step 1: Subcontractor to complete this top portion and forward to Bonding Agency)

Subcontractor - Please provide the following information:

TO: (Bonding Agency) _____

Agency's Contact Person: _____

E-Mail: _____

Phone: _____ Fax: _____

FROM: (Subcontractor) _____

Name: _____

Inquiry is authorized by: Title: _____

E-Mail: _____

Phone: _____ Fax: _____

(Subcontractor to complete the above portion)

(Step 2: Bonding Agency to complete this bottom portion)

Bonding Agency - Please provide the following information:

1. Subcontractor's surety company: _____
2. Surety's Best rating: _____
3. Treasury listing underwriting limit: _____
4. Single project bonding limit: _____ Total bonding capacity: _____ Value of work now bonded: _____
5. Comments: _____

Signature of Agent: _____

Print Name and Title: _____

Date: _____

Bonding Agency
Please return this completed Exhibit 2 form to the Subcontractor at their above address.

The contents of this form are confidential and used solely to determine the applicant's qualifications.
Your prompt response to this inquiry is greatly appreciated.

EXHIBIT 3
INSURANCE REFERENCE

(Step 1: Subcontractor to complete this top portion and forward to Insurance Agency)

Subcontractor - Please provide the following information:

To: (Insurance Agency) _____

Agency's Contact Person: _____

E-Mail: _____

Phone: _____ Fax: _____

FROM: (Subcontractor) _____

This inquiry is authorized by: Name: _____ Title: _____

E-Mail: _____

Phone: _____ Fax: _____

(Subcontractor to complete the above portion)

(Step 2: Insurance Agent to complete this bottom portion)

Insurance Agent - Please provide the following information:

1. Can the subcontractor meet these minimum project requirements?

- General Liability: $ 1,000,000 Yes ☐ No ☐
- Automobile Liability: $ 1,000,000 Yes ☐ No ☐
- Workers' Compensation: $ 100,000 (Each Accident) Yes ☐ No ☐
- Workers' Compensation: $ 500,000 (Disease - Policy Limit) Yes ☐ No ☐
- Workers' Compensation: $ 100,000 (Disease - Each Employee) Yes ☐ No ☐

2. Please verify subcontractor's workers' compensation experience modifier for the last three years:

2008 _____ 2009 _____ 2010 _____

Signature of Agent: _____

Print Name and Title: _____

Date: _____

Insurance Agent:

Please attach a current Certificate of Insurance.

Return this completed Exhibit 3 form to the Subcontractor at their address shown above.

The contents of this form are confidential and used solely to determine the applicant's qualifications.
Your prompt response to this inquiry is greatly appreciated.

CHECKLIST

Applicant:

Review Bidder Qualifications Questionnaire contents carefully before sending to Ajax.
Make sure it is complete, and that it contains all required information as listed below.
Hold until all information is received. No partial submittals, please.
Mark "X" in check box next to all enclosed items:

	1. "Applicant General Information", pages 1 & 2, completed, signed, and dated by an authorized person or an officer of the Company.
	2. Exhibit No. 1, "Current Projects and References" – with verified contact information.
	3. Exhibit No. 2, " Bonding Reference" - completed, signed, and dated by bonding agent.
	4. Exhibit No. 3, "Insurance Reference" - completed, signed, and dated by insurance agent.
	5. Insurance Certificates with effective / expiration dates and limits for general liability, workers' compensation, and automobile liability coverage.
	6. "History of Completed Projects" – Provide a separate list of projects completed within the past three (3) years. Indicate $value of each subcontract. Include Ajax projects.
	7. Resume or summary of experience for personnel proposed for assignment to this project. (See page 2 of 6, "Company's Personnel and Manpower").
	8. Copy of License (s) for Qualified Business Organization - (if applicable).
	9. Copy of License (s) for Primary Qualifying Agent - (if applicable).
	10. Copy of your Company's OSHA-300A (1-Page Summary Sheet – Not OSHA 300) for previous year.
	11. Copy of Minority Business Certification (s) - (if applicable).
	12. Current Financial Statement. A summary income statement / balance sheet is preferred. (See page 2 of 6, "Financial Statement").
	13. Other explanatory or supplementary information (list). Comments.

Note: Include this checklist with your submittal.

Please provide contact information for the person who assembled and submitted this questionnaire.
Ajax's evaluator may need to contact you with questions or to obtain clarification.

Contact Person: _____ Telephone: _____

E-mail: _____ Fax: _____

PROPOSAL FORM

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

BID PACKAGE NO: 32.1

ENTITLED: SITE FENCING

PROPOSAL OF: _____
(Bidder)

DATED: _____

TO: AJAX BUILDING CORPORATION
1700 Cumberland Point Dr. SE, Suite 15
Marietta, GA, 30067

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) Fencing Dollars $ /Linear Foot

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 not be included in the Proposal Sum (Base Bid, Alternates or Unit Prices). The cost to add/deduct 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 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 _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____

as Principal, hereinafter called the Principal, and _____

_____

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

_____, _____

as Obligee, hereinafter called the Obligee, in the sum of _____

_____ Dollars ($ _____),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

_____

_____

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ , _____

_____ *(Witness)*

_____ *(Principal)* *(Seal)*

By: _____

(Title)

_____ *(Witness)*

_____ *(Surety)* *(Seal)*

By: _____

Attorney-in-Fact *(Title)*

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

Georgia 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 #: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

THIS AGREEMENT is made this 1st day of January, 2013 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 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 Subcontractor's 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: _____

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 Subcontract. 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 the Subcontract 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 32	Exterior Improvements
323113	Chain Link Fences and Gates

Geotechnical Report
Subsurface Exploration and Geotechnical Engineering Evaluation for the East Roswell Branch Library from Willmer Engineering, Inc. dated August 03, 2012

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

1. Furnish and install all permanent site fencing and gates in accordance with the Contract Documents.

2. Include all wire, accessories, embeds, fasteners, apparatus, equipment, supports, brackets, flanges, etc. to provide a complete and fully functional installation.

3. Include all hardware, locks, hinges, latches, post caps, stretcher bars and bands, tension wires, etc. required to complete your work.

4. Include all excavation, backfill and compaction required to perform your work.

5. Include all concrete work required in the performance of your work.
   A. Include continuous footings beneath fencing if required by the Contract Documents.

6. Include all grouting required in the performance of your work.

7. Include all caulking and sealants related to your work.

8. Include all interior and exterior chain link fencing and gates as indicated in the Contract Documents.

9. Remove all excess soils from your excavations. Clean up all concrete debris and other wastes generated in the performance of your work.
   A. Excess soils and surplus materials generated from your excavations shall be stockpiled by this Subcontractor in an area designated by Construction Manager.

10. Provide all padlocks. All locks shall be keyed alike unless noted otherwise.

11. Ground all work as required by code and as indicated in the Contract Documents.

12. Coordinate installation of fencing and gates with other Subcontractors as required.
    A. Where fencing is installed in asphalt or concrete paving, core drill pavement for installation of fencing posts and grout posts in place after installation.

13. General items applicable to the performance of this Bid Package.
    A. Coordinate your installations with existing and proposed utilities.
    B. Include all necessary dewatering for your work.
    C. Include daily clean-up of your debris to a dumpster located on-site. Dumpster will be provided by the Construction Manager.
    D. Include painting of all exposed piping and non-finish painted equipment provided under this Bid Package.
    E. Include all temporary bracing, staking, guys, etc.
    F. All required testing shall be witnessed by the Construction Manager.
    G. Provide all labels, tags and identification devices for your work.
    H. A Licensed Electrical Contractor shall perform all electrical connections.
    I. Provide all permits, locates, and detection tape as required.
    J. Include cutting and patching of existing improvements, if required in the performance of your work.

14. Furnish, install, maintain and/or remove all permanent and temporary bracing and bridging for your work.

15. Provide all painting, touch-up painting and galvanizing as specified.
    A. Include bituminous coatings where specified.

16. Provide isolation of dissimilar materials in all instances where required.

17. Include all layout, engineering, and surveying associated with or required to perform your work. All Work shall be installed to the tolerances specified or per industry standards, whichever is more stringent.

18. This Subcontractor is responsible for all of his own hoisting, rigging, scaffolding, staging, temporary safety protection, personnel and material hoisting, equipment and small tools necessary to perform this Work. All equipment shall meet OSHA standards. Provide crane certificates to Project Superintendent prior to mobilization.

19. Provide and maintain protection of your work, adjacent surfaces and the work of others throughout the performance of your Work.

20. This Subcontractor will unload, store, and distribute all materials required by this scope of Work. On site

storage of materials must be on dunnage and well protected from the elements.

21. All Work includes the provision of coordination, nuisance control, and traffic control as specified. This includes required coordination with city governmental departments to comply with all traffic and building codes.

22. Where core drilling or saw cutting of concrete sidewalks is required for the installation of your work, core drilling, saw cutting and grouting shall be performed by this Subcontractor. Construct a mock-up sample of a post base for approval prior to beginning work.

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

24. Include all associated hardware, locks and accessories required to provide a complete installation.

25. Include all surface applied blocking or attachments required to properly install your work.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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. Any fencing and gates indicated to be installed at the location of the Construction Manager's and Trade Subcontractor's trailer(s) shall be coordinated with the Construction Manager. The installation of the fencing and gates at these locations must be coordinated with the removal of these trailers and an additional mobilization will be required to perform this work

2. As a prequalified subcontractor each firm has established they are an expert in their respective field, as such, the Construction Manager expects that any necessary bid clarifications shall be requested prior to the cutoff date. The Construction Manager also expects that certain assumptions be made to "complete" the 50% Construction Documents as it relates to each Subcontractors overall scope of work. No change orders will be entertained for minor clarifications and/or corrections associated with the finalization of the Documents.

3. 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.

4. 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.

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

6. Per the Contract Documents, prior to Substantial Completion confirm City of Roswell and Atlanta-Fulton County Public Library requirements. Submit copies of any required maintenance bonds, professional testing or reports, and inspections. Coordinate submittal with the Construction Manager.

7. All Subcontractors are required to give 72 hours of advance notice of any testing activities to the CM to allow for proper notification of the Owner's Representative.

8. Inclimate Weather Days See Special Condition for Fulton County Monthly breakdown of inclimate weather, no time extensions or cost adjustments will be allowed for normal inclimate weather.

9. Attention is called to KHAFRA Addendum 2: fencing near the South retaining wall on sheet C300; and gates at the dumpster enclosure on sheet C300, A5.60SUP-2, and A5.60SUP-3.

B.4 WORK EXCLUDED FROM THIS BID PACKAGE

1. Materials Testing (soil compaction and concrete testing) will be provided by the Owner. All required testing must be scheduled in writing 48 hours in advance.

2. Tree protection as required and/or shown on the Contract Documents for all new and relocated trees is in Bid Package 35.1 Landscaping.

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, maintenance, incidental tools, profit, etc., as required to provide a complete unit cost.

Add/Deduct Fencing $_____/Linear Foot

END OF SCHEDULE "A"

ATTACHMENT "A"

Addendum to Subcontract Agreement dated_____
By and Between Ajax Building Corporation of Georgia and _____
Project Known as East Roswell Library
Subcontract Number: 201209-___

ADDENDUM AS FOLLOWS:

A. SCOPE OF WORK

The Work of this Contract consists of _____. All _____ requirements and/or systems shall be in strict compliance with Contract Documents described in Article 3 of this Contract, including the following Documents:

As listed Attachment "E" of Bid Package No. - dated and subsequent addenda.

1. The following is a list of included items of work and is provided for clarification only. The listing of these items shall not relieve the Subcontractor from performing the complete work described above, which is the intent of this Subcontract:

   As described in Bid Package No. - dated , Addendum No. dated , Addendum No. dated , Bid Proposal dated , and Pre-Award Meeting Minutes dated , all of which by reference are hereby made part of this Subcontract Agreement with the same full force and effect as though restated herein.

2. Work not included in this Subcontract:

   As described in Bid Package No. - dated , Addendum No. dated , Addendum No. dated , and Pre-Award Meeting Minutes dated .

3. For clarification purposes, the Subcontract Sum has been established as follows:

Base Bid	$
Payment and Performance Bonds	$
Total Subcontract Sum	**$**

B. SCHEDULE

1. Subcontractor hereby agrees to commence work at the jobsite within the scope of this Subcontract on or before _____, and shall complete in accordance with the Project construction schedule, as may be subsequently revised by the Construction Manager.
2. Subcontractor shall, upon request by contractor, submit a CPM Schedule showing in detail how Subcontractor will accomplish his Work. Such CPM Schedule shall relate to, and be capable of being incorporated into, the Construction Manager's CPM Schedule without causing delay.
3. The Contract stipulates liquidated damages of $ 1,500.00 per day. Should the Subcontractor delay progress of the work, Construction Manager may assess damages as outlined in Articles 7 and 10 of the Contract Agreement.
4. In accordance with Article 4, all required shop drawings, erection drawings, samples, certificates, invoices and all correspondence, shall be sent to the Construction Manager as follows:

Ajax Building Corporation of Georgia
1700 Cumberland Point SE, Suite 15
Marietta, Georgia 30067
Attn: Mr. Ed Hill ehill@ajaxbuilding.com

Submittal data shall be marked and identified as follows:

Ajax Subcontract Number 201209-___
Project Name East Roswell Library
(Subcontractor's ID as required)

C. ADDITIONAL TERMS AND CONDITIONS

General

Refer to Subcontract Agreement with Ajax Building Corporation of Georgia. Wherever the words General Contractor appear, insert Construction Manager.

1. THE CONTRACT DOCUMENTS

Refer to Article 3a. of the Subcontract Agreement delete entire paragraph and insert the following:

The Contract Documents consist of the written agreement between the Construction Manager and the Subcontractor, Special Conditions, Drawings, Specifications, Addenda, Notice to Bidders, Bidders Qualifications, Instruction to Bidders, Proposal Form, Bid Bond, Payment Bond, Performance Bond, Payment Bond Affidavit, Performance Bond Affidavit, Construction Schedule, Change Orders, and written orders for minor changes in the Work issued by the Architect, all of which constitutes one instrument.

2. CONTRACT DOCUMENTS

Refer to Article 3 of the Subcontract Agreement and add the following paragraph:

f. The Subcontractor upon execution of this agreement shall be bound to the Construction Manager by the terms of all the contract documents including Ajax Building Corporation of Georgia's contract with the Owner, and to assume toward the Construction Manager all the obligations and responsibilities which the Construction Manager by these documents, assumes toward the Owner and Architect/Engineer. This agreement shall preserve and protect the rights of the Construction Manager, Owner and Architect/Engineer under the contract documents with respect to the work to be performed by the Subcontractor so that Subcontracting thereof will not prejudice such rights. The Construction Manager shall require each Subcontractor enter into the same agreement with his Subcontractors. The contract between Owner and Ajax Building Corporation of Georgia is by reference made a part of this contract. A copy of the contract is available at the offices of Ajax Building Corporation of Georgia.

3. SUPERINTENDENCE

Refer to Article 5 of the Subcontract Agreement and add paragraphs:

c. The Subcontractor must agree to perform no less than 15% of the project construction work utilizing its own forces.

d. Subcontract experience - the Subcontractor must have successfully completed no less than two projects of similar size and complexity within the last five years.

e. Supervision - The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general contract forming and placement, masonry, mechanical, plumbing, electrical and roofing, etc.) included in the Subcontract. In addition, the Subcontractor shall assign and name a qualified employee for scheduling direction for its work. The supervisory employees of the Subcontractor (including field superintendent, foreman and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar project for at least two years within the last five years. The Subcontractor shall include a resume of experience for each employee identified by him to supervise and schedule his work.

4. GENERAL REQUIREMENTS

A. Subcontractor shall be responsible to the Construction Manager and/or the Owner for the acts and omissions of his employees and all his sub-subcontractors and their agents and employees and other persons performing any of the Work under a contract with the Subcontractor.

B. Possession or consumption of alcoholic beverages, drugs or other noxious behavior on Premises is strictly prohibited. Violators shall be promptly discharged permanently from the site at the direction of the Construction Manager.

C. Subcontractor shall prepare a Material Status Report in a form acceptable to the Construction Manager no later than ten (10) calendar days after the Subcontract is awarded. The report shall include a complete list of suppliers, items to be purchased from the fabricator and/or manufacturer, contact information, time required for fabrication and delivery, original contracted delivery dates and revised delivery dates, if any, for each items. This report shall be updated monthly, and submitted with pay application, or as required by the Construction Manager.

D. The Subcontractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned them. The Construction Manager shall have the right to require any person(s) to be removed from the site, for cause.

5. WARRANTY

Refer to Article 16 of the Subcontract Agreement and add paragraphs:

e. Subcontractor warrants to the Owner, Architect and Construction Manager that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Architect, or Construction Manager, the Subcontractor shall furnish satisfactory evidence as to the kind and quality materials and equipment.

f. All warranties and guarantees shall be in writing on Warrantors/Guarantors stationery or official forms, as designated in the specifications, signed by a responsible company official. Three (3) copies of the warranties guarantees, certificates, etc., as required by the Contract Documents, shall be submitted in full to the Construction Manager by the Subcontractor, Construction Manager shall review for compliance with the Contract Documents and upon acceptance, shall forward the warranties and guarantees to the Owner. Subcontractor hereby agrees to provide written assignment to the Owner of all warranties and guarantees.

g. If within any warranty/guarantee period, repairs or changes are required in connection with the warranty/guarantee work, which in the opinion of the Construction Manager, Architect or Owner is made necessary as a result of the use of materials, equipment or workmanship which are defective, or not in accordance with the terms of the Contract, Subcontractor shall, promptly upon receipt of notice, and at his expense, proceed to:

1. Place in satisfactory condition in every particular, all such warranted or guaranteed work, and correct all defects therein.

2. Make good all damages to the structure or site, or equipment or contents which, in the opinion of the Construction Manager, Architect or Owner is the result of the use of materials not in accordance with the terms of the Contract.

3. Make good any work, materials, equipment, contents of structures, or site disturbed fulfilling any such warranty/guarantee.

h. Defects within the warranty/guarantee period shall be immediately remedied. Notification by the Construction Manager of defects shall stop the warranty/guarantee period. The warranty/guarantee period for that replaced or restored work shall be extended by the length of time used to complete the remedial work.

i. Failure to respond to warranty/guarantee work within 48 hours' written notice and/or to diligently pursue corrective measures shall be considered a Subcontractor breach of warranty/guarantee. The Construction Manager may have the defects corrected, and the Subcontractor and his Surety shall be liable for all expenses incurred therefore.

j. Each Subcontractor shall document the turnover of space, stock of material, spare parts, accessories and special tools to the Owner through the Construction Manager.

6. PERMIT, FEES, AND NOTICES

Refer to Article 13 of the Subcontract Agreement and add paragraphs:

j. Unless otherwise provided in the Contract Documents, the Construction Manager shall secure and pay for the building permit and impact fees, and the Subcontractor shall secure and pay for all other permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work, which are customarily secured after execution of the Contract and which are legally required at the time bids are received.

k. The Subcontractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

l. It is not the responsibility of the Subcontractor to make certain that the Contract Documents are in accordance with the applicable laws, statutes, building codes and regulations. However, if the Subcontractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Construction Manager in writing, and any necessary changes shall be accomplished by appropriate notification.

m. If the Subcontractor performs any Work knowing it to be contrary to such laws, ordinances rules and regulations, and without such notice to Construction Manager, Subcontractor shall bear all costs attributable thereto.

7. ALLOWANCES

The Subcontractor shall include in the contract sum all allowances, if any, stated in the Contract Documents, items covered by these allowances shall be supplied for such amounts and by such persons as approved by the Construction Manager. Unless otherwise provided in the Contract Documents:

A. These allowances shall cover the cost to Subcontractor, (less any applicable trade discount) of the material and equipment required by the allowance, delivered at the site, and all applicable taxes.

B. Subcontractor's costs for unloading and handling on site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance, shall be included in the Contract sum and not in the allowance.

C. Whenever the cost is more or less than the allowance, the contract sum shall be adjusted accordingly by Change Order. The amount will recognize changes, if any, in handling costs on the site, labor installation costs, overhead, profit, and other expenses. All costs must be substantiated for the Construction Manager by certified payrolls, invoices, receipts or any other supportive cost data required by the Construction Manager, regardless of whether or not the actual cost is greater or less than the allowance.

8. PROJECT SCHEDULE AND DELAYS

Refer to Article 10 of the Subcontract Agreement and add paragraphs:

d. In the event the Subcontractor's failure to meet the Project schedule results in costs for acceleration of other Subcontractor's work and/or premium time costs, as determined and directed by the Construction Manager, such costs shall be deducted from monies then due or to become due the Subcontractor.

e. If Subcontractor fails to maintain the construction schedule published by the Construction Manager, the Construction Manager may retain $1,000.00 per calendar day for each milestone that the work is behind schedule from the progress payment until the Subcontractor has brought the Work back on schedule. When the Work is back on schedule, any withheld funds will be forwarded to the Subcontractor along with the following month's progress payment. These milestone damages do not represent actual damages that the Owner, Construction Manager or any other party to the contract may suffer as a result of the Subcontractor's failure to complete his portion of the work and will in no way limit the liability of the Subcontractor for delay damages.

9. SUBMITTALS

Refer to Article 4 of the Subcontract Agreement and add paragraphs:

m. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Subcontractor or any sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work. Unless otherwise provided in the Contract Documents, shop drawing submittals shall consist of one (1) sepia and seven (7) reproductions. Subcontractor shall be responsible to provide all additional copies required for his suppliers and/or fabricators, proper execution of the work, and/or maintenance manuals. Reproducibles of Shop Drawings will be returned to the Subcontractor with the Architect/Engineer's review action.

n. Samples are physical examples which illustrate material, equipment or workmanship, and establish standards by which the Work will be judged. Unless otherwise provided in the Contract Documents, four (4) samples must be submitted for review and approval.

Subcontractor shall be responsible to provide all additional copies required for his suppliers and/or fabricators, proper execution of the work, and/or maintenance manuals.

o. All submittals shall be completely checked and stamped by the Subcontractor and submitted to the Construction Manager. Submittals shall include:

1. Date and revision date.

2. Project title and number.

3. The names of:

a. Architect/Engineer.

b. Construction Manager.

c. Subcontractor.

d. Supplier.

e. Manufacturer.

f. Separate detailer when pertinent.

4. Number of each shop drawing product date and sample submitted (numbering system to be established by Construction Manager).

5. Identification of product or material and reference to the pertinent specification section.

6. Relation to adjacent structure or materials.

7. Field dimensions, clearly identified as such.

8. Specification section number and paragraph.

9. Applicable standard such as ASTM number or federal specification.

10. A blank space, minimum of 3" x 4", for the Architect/Engineer's stamp.

11. Identification of deviations from Contract Documents.

12. Other pertinent data.

p. Subcontractors shall provide three (3) sets of all shop drawings and product data (with review comments incorporated) 3 months prior to substantial completion as part of the closeout documents.

10. LIMITATION OF REMEDY - NO DAMAGE FOR DELAY

That the Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Construction Manager, Owner, Architect/Engineer or attributable to the Construction Manager, Owner or Architect/Engineer, and including claims based on breach of contract or negligence, shall be an extension of its contract time.

11. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer or agent of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving the notice.

12. TESTING

If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Subcontractor shall give the Construction Manager timely notice of its readiness so the Architect/Engineer and Construction Manager may observe such inspection, testing or approval.

If the Architect or Construction Manager determines that any Work requires special inspection, testing or approval, Construction Manager will instruct the Subcontractor to order such special inspection, testing or approval, and the Subcontractor shall give notice as provided above. If any such special inspection or testing reveals a failure of the work to comply with the requirements of the Contract Documents, Subcontractor shall bear all costs thereof, including compensation for the Architect and the Construction Manager's additional services made necessary by such failure.

Required certificates of inspection, testing or approval shall be secured by the Subcontractor and promptly delivered by him through the Construction Manager to the Architect/Engineer.

If the Architect/Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and where practicable, at the source of supply. Specific tests and mill certifications normally provided by vendors free of charge will be submitted to the Architect, through the Construction Manager, without cost. An independent testing laboratory under separate Contract with the Construction Manager will make soil compaction tests, pavements tests and concrete tests as required. The Subcontractor, at his own expense, will make density tests using a nuclear density gauge or other methods on all items requiring a density check. The results of these tests will be provided to the Construction Manager and must indicate the required compaction has been obtained before the testing agency representing the Construction Manager noted above, makes the density checks at the Construction Manager's expense. The results obtained by the representative of the Construction Manager will, in all cases, govern the acceptability of the Work. Subcontractor will reimburse Construction Manager for the costs of all subsequent testing as a result of failure of the initial tests requested by the Subcontractor.

13. RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

No action or failure to act by the Owner, Architect, Construction Manager or Subcontractor shall constitute a waiver of any right or duly afforded any of them under the Contract. Nor shall any such action, or failure to act constitute an approval of, or acquiescence in any breach thereunder, except as may be specifically agreed in writing, or where time limit for performance or action is specified in the Contract Documents.

14. CONTRACT TIME

The construction time allotted for each phase or portion of the Project (Bid Package) will be as stipulated in the Contract Documents. Date of commencement of the Work to be performed under this Contract shall be not later than seven (7) calendar days after receipt by Subcontractor of Notice to Proceed. Substantial completion shall be within the stipulated number of calendar days after the issuance of Notice to Proceed. Notice to Proceed can only be given once the Subcontractor has furnished to the Construction Manager insurance certificate(s), surety bonds and an

executed (signed) contract. Should the Subcontractor fail to furnish these required documents within seven (7) days after notification of selection for the award of a contract for the Work, the Construction Manager may elect to proceed against the bid security and award the Subcontract to another Subcontractor.

The Date of Substantial Completion of the Work is designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended.

15. CLAIMS AND DISPUTES

Refer to Article 12 of the Subcontract Agreement and add paragraphs:

h. Any claim for extension of time shall be made in writing to the Construction Manager not more than seven (7) days after the cause of the delay; otherwise it shall be waived. In the case of a continuing delay, one (1) claim is necessary. Subcontractor shall provide an estimate of probable effect of such delay on the progress of the Work. Subcontractor's claim that insufficient time was specified for the Work, or for an item of Work is not valid reason for extension of time.

i. If no agreement is made stating the dates upon which interpretations shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until twenty (20) days after written request is made for them, and not then unless such claim is reasonable.

16. PAYMENTS

Refer to Article 17 of the Subcontract Agreement and add paragraphs:

l. No request for payment will be processed unless the Subcontractor has furnished the Construction Manager the following:

1. An executed (signed by both parties) contract agreement;

2. Current insurance certificate approved by Construction Manager;

3. Schedule of Contract Values approved by Construction Manager;

4. Previous payment and current payment request on proper form;

5. Waiver of liens from all material suppliers or sub-subcontractors who have furnished "Notice to Owners and/or Surety" as applicable.

6. Proof of up-to-date OSHA files;

7. As-built drawings for Construction Manager's review;

8. Labor and material payment bond and performance bond on a form approved by the Construction Manager.

9. Monthly material status report.

m. The Architect, following consultation with the Construction Manager, may decline to certify payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Owner if, in the Architect's opinion, the Architect is unable to make representations to the Owner that the request is Certifiable. If the Architect is unable to make representations to the Owner in order to certify payment in the amount of the Project Application, the Architect will notify Construction Manager. If the Construction Manager, Subcontractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also decline to certify payment or because of subsequently discovered evidence or subsequent observations, the Architect may nullify the whole, or any part of any Project Certificate for Payment previously issued to such extent as may be necessary, in the Architect's opinion, to protect the Owner from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims;

3. Failure of Subcontractor to make payments properly to sub-trade contractors, or for labor, materials or equipment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the contract sum;

5. Damage to Owner or another Subcontractor;

6. Reasonable evidence that the Work will not be completed within the Contract time;

n. The making of final payment shall, after the Date of Substantial Completion, and acceptance of the work constitute a waiver of all claims by the Construction Manager against the Subcontractor except those arising from:

1. Unsettled liens;

2. Faulty or defective Work appearing after Substantial Completion of Work;

3. Failure of Work to comply with the requirements of the Contract Documents; or

4. The terms of any special warranties required by the Contract Documents.

The acceptance of final payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Subcontractor except those previously made in writing and identified by the Subcontractor as unsettled at the time of the final Application for Payment.

All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making, or acceptance of final payment prior to the Date of Substantial Completion of the Project.

17. SAFETY

A. Subcontractor shall submit to the Construction Manager, not later than ten (10) working days after the Notice to Proceed has been issued, nor later than the actual date work commences, whichever is sooner, a written Safety Program. The Safety Program document shall outline the policies and practices by which the Subcontractor will operate while performing the Work, including, but not limited to, the following items:

1. Method of providing all necessary personal protective equipment to employees;

2. Provision to immediately notify Construction Manager of all OSHA reportable accidents, injuries and illness as set forth in CFR 1926;

3. Provisions to furnish Construction Manager with a copy of all accident reports, as well as copies of all Notices of Injury filed with the State of Georgia, State Board of Workers' Compensation;

4. Affirmation that Ajax Weekly Safety Meetings are mandatory for all Subcontractor employees, sub-subcontractor employees and third tier subcontractor employees, and that these meetings will be conducted by the person designated by the Construction Manager.

5. Establishing a regularly scheduled weekly Subcontractor safety meeting separate and distinct from Ajax's to review safety issues specific to this Subcontractor's scope of work or Trade. Minutes of these meetings shall be provided to the Construction Manager no later than five (5) working days after the meetings;

6. Provisions for regular safety inspections by the Subcontractor's safety representative.

B. Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work and all materials and equipment to be incorporated therein, whether in storage on, or off the site, under the care, custody or control of the Subcontractor or any of the Subcontractor's subcontractors or third tier subcontractors.

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

4. The Work of the Owner or other Subcontractors.

Subcontractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Subcontractor shall erect and maintain, as required by existing conditions and the progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the authorized use or storage of hazardous materials or equipment is necessary for the execution of the Work, Subcontractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

Subcontractor shall promptly remedy all damage or loss (other than damage or loss insured under Owner's Liability Insurance) to any property except damage or loss not attributable to the fault or negligence of the Subcontractor.

Subcontractor shall designate a responsible member of his organization at the site whose duty shall be the maintenance and enforcement of Subcontractor's Safety Program in accordance with existing laws and regulations and the prevention of accidents. This person shall be the Subcontractor's superintendent unless otherwise designated by the Subcontractor in writing to the Construction Manager.

Subcontractor shall not load, or permit any part of the Work to be loaded so as to endanger its safety of lives and property in proximity to the Work.

Unless more stringent requirements exist within the Contract Documents, Subcontractor shall meet the following noise abatement performance standards for de-watering pumps, air compressors, and other construction equipment. If mufflers cannot achieve the necessary noise reduction, noise abatement shall be accomplished by Subcontractor's installation of 3/4" plywood baffles, positioned to break line-of-sight from the noise source to affected residences and/or commercial structures.

1. Between hours of 7:00 a.m. and 6:00 p.m., noise levels shall not exceed 80 decibels at the nearest residential or commercial property line.

2. Operation of equipment should be avoided between 6:00 p.m. and 7:00 a.m., but if required, the noise level shall not exceed 65 decibels.

Subcontractor shall be responsible for compliance with all applicable environmental protection requirements, codes and regulations, and shall recognize the environmental requirements of the Project.

C. In any emergency affecting the safety of persons or property, the Subcontractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Subcontractor on account of emergency work shall be determined in accordance with the change order provisions of the contract.

D. Subcontractor will cooperate in allowing the safety representative of the Construction Manager to monitor Subcontractor's safety program. Failure to comply with the approved safety program will delay all progress payments until any and all deficiencies are corrected to the satisfaction of the Construction Manager.

Construction Manager shall inspect the entire construction area of the Subcontractor's responsibility. A report shall be sent to the Subcontractor noting the following items:

1. Safety deficiencies noted as related to Subcontractor's operation.

2. Corrective actions to be taken.

During the conduct of the Work, the Subcontractor shall take immediate corrective action as required upon receipt of the report mentioned. The Subcontractor shall immediately notify the Construction Manager of all accidents and submit a written report describing in detail the circumstances of all accidents within 24 hours.

Subcontractor shall advise the Construction Manager in writing of all unusual flammable or toxic materials which the Subcontractor plans to store and use on site, and shall obtain the Construction Manager's written approval prior to any such storage or use.

Subcontractor shall provide, erect, maintain, dismantle and remove any and all barricades, railings, covers and safety netting required to complete his Work and in accordance with OSHA and all other applicable code requirements. He shall at no time remove, alter, or render ineffective any barricades, railing or cover on the Project without written permission of Construction Manager.

18. CONCEALED CONDITIONS

Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order, subject to the Owner and Architect’s approval, upon claim by either party made within seven (7) days after the first observance of the conditions. Failure to serve written notice by either party within seven (7) days of encountering the changed conditions shall constitute waiver and abandonment of any such claim.

19. UNCOVERING THE WORK

If any portion of the Work should be covered contrary to the request of the Architect or the Construction Manager, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by either, be uncovered for their observation and shall be replaced at the Subcontractor's expense. If any other portion of the Work has been covered which the Architect or the Construction Manager have not specifically requested to observe prior to its being covered, either may request to see such Work and it shall be uncovered by the Subcontractor, if such Work be found to be in accordance with Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Construction Manager. If such Work be found not to be in accordance with Contract Documents, the Subcontractor shall pay such costs.

20. DAILY REPORTS

The Subcontractor shall furnish on a daily basis a report summarizing the following:

A. Manpower breakdown, per labor class and per building.

B. Deliveries of material or equipment.

C. Work activities started, ongoing and completed.

D. Problem areas/delays.

E. Tests and inspections.

F. Sub-subcontractors on site including manpower breakdown.

These reports must be submitted on a daily basis (no later than 8:00 am of the following work day) and are a prerequisite to monthly progress payments.

21. CHANGES

Refer to Article 9 paragraph e. of the Subcontract Agreement and add the following:

The overhead and profit shall include one year warranty costs and any additional bond or other security costs as applicable. When a subguard insurance program is used, the overhead and profit processed on change orders shall be reduced by the agreed upon percentage for subguard coverage based on the original contract calculation.

22. COMMUNICATIONS

The Construction Manager shall be the single point of interface with all Subcontractors for the Owner and all of its agents and representatives including the Architect/Engineer.

23. OWNERS RESPONSIBILITIES

Special attention is directed to Section 1, Part 3 of Ajax Building Corporation of Georgia's contract with the Owner which outlines the Owner's responsibilities on this project.

24. SUBCONTRACTOR CONSTRUCTION SCHEDULE

Upon the award of each Subcontract, the Construction Manager shall jointly with the Subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other Subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the Subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

25. SUBCONTRACTOR QUALITY CONTROL PLAN

Upon the award of each Subcontract, Subcontractor shall prepare and submit for approval a detailed Quality Control Plan (QCP) covering the work of the Subcontract. The QCP shall detail what measures the Subcontractor and his lower tier sub-Subcontractors will utilize to ensure that the required quality levels are met and maintained. The QCP shall include such items as inspection procedures, application instructions, testing requirements, mock-ups, required tolerances and procedures for correcting non-conforming work. The QCP shall be submitted for approval by the CM, Architect-Engineer and the Owner sufficiently in advance, prior to commencing work, as to not delay the Project. Approval of the QDP shall not constitute acceptance of any final work deemed not in compliance with the Contract Documents.

26. JOBSITE MEETINGS

Weekly jobsite meetings are essential to job progress. Therefore each Subcontractor shall have their superintendent and Project Manager in attendance each week. Attendance is mandatory. In addition, each Subcontractor shall have their superintendent attend a daily coordination meeting. Failure to attend weekly coordination meetings will constitute a default of the Subcontract Agreement and Construction Manager shall be entitled to deduct from the Subcontract Sum such reasonable costs for coordination of the Subcontractor's work as the CM may determine as appropriate.

27. DOCUMENT INTERPRETATIONS

All requests for information or clarification shall be made to the Construction Manager in writing, reviewed in validity and if valid submitted to the Architect's representative for response.

28. BONDING

Refer to Article 14 paragraph d. of the Subcontract Agreement and add the following:

At the discretion of the Construction Manager, Subcontractors may be required to provide a 100% performance and a 100% payment bond or other guarantees as approved by the Owner and/or Ajax Building Corporation of Georgia regardless of the contract amount, all other terms and conditions in this article remain the same.

29. CLEAN-UP

All Subcontractors shall be responsible for removing all trash and debris from the project on a daily basis. Failure to do so will result in Ajax Building Corporation of Georgia performing the work and deducting all costs from the Subcontractor's contract amount. Trash dumpsters shall be provided on site at no cost to the Subcontractor. This Subcontractor shall be responsible for transporting his trash to these dumpsters. Reference Special Condition No. 7 for additional requirements.

30. FINAL PAYMENT

The Subcontractor also agrees that prior to request for final payment, the Subcontractor will cause each of his suppliers and subcontractors who have furnished services, goods or materials in connection with the performance of the Work, to execute and deliver (to the Owner via the Construction Manager) an Assignment of Antitrust claims in the same form as specified above.

31. HARMONY

A. The Subcontractor shall exert every reasonable and diligent effort to assure that all labor employed by the Subcontractor and the subcontractors for Work on the Project shall work in harmony with and be compatible with all other labor being used by separate subcontractors or by the Owner's own forces on the site of the Project.

B. The Subcontractor shall include this harmony provision of paragraph A above in all contracts with sub-subcontractors; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by the Georgia Constitution.

The Project's shipping address:

Ajax Building Corporation of Georgia
2301 Holcomb Bridge Road
Roswell, GA 30076

c/o Ed Hill
Ajax Subcontract Number 201209-___
(Subcontractor's ID as required)

IN WITNESS WHEREOF, they have executed this agreement this _____ day of _____, 20_____.

Witness:	AJAX BUILDING CORPORATION OF GEORGIA
_____	_____
(for Ajax Building Corporation of Georgia)	Name, Title
Witness:	*_____
_____	_____
(for Subcontractor)	Signature (Subcontractor)
	_____
	Name
	_____
	Title

ATTACHMENT B-1

7-5-11

SAFETY POLICY

A. POLICY

It is the policy of Ajax Building Corporation ("Ajax") to comply with, and in certain circumstances detailed below, exceed Occupational Safety and Health Act (OSHA) standards in order to ensure the safety and health of all personnel on our projects. A copy of the OSHA Safety and Health Standards 1926/1910 are provided for your use and reference. This Standard shall be available in the Project Office at all times.

Compliance with this policy and all items contained therein is mandatory for all personnel on Ajax projects.

B. RESPONSIBILITIES

The authorization and responsibility for enforcement has been given primarily to the Job Superintendent. The Project Manager, Safety Directory, Safety Coordinator, Subcontractor Superintendents, Foreman and other project personnel share in this responsibility as well as detailed below.

Project Manager:

The project manager is responsible for maintaining required safety and health reports and documents required by OSHA, federal, state and local government rules and regulations

Project Superintendent:

The superintendent has day to day responsibility for safety compliance on the project. He conducts continuous jobsite safety inspections and initiates corrective action for any violation observed. He maintains all recordkeeping and the OSHA log. He gives direction to the Subcontractor Superintendents and foremen on an as needed basis and works closely with the safety director / coordinator on all safety and health matters. He investigates and reports all accidents to the safety director.

Safety Director:

The safety director has overall responsibility throughout Ajax for insuring compliance with all OSHA, federal, state and local government rules and regulations. He conducts periodic jobsite safety inspections and updates the project team on any changes to the rules and regulations. He reviews all accident/incident reports and implements corrective action to prevent reoccurrence.

Safety Coordinator:

The safety coordinator is responsible for monitoring compliance with all OSHA, federal, state and local government rules and regulations. He conducts frequent and regular jobsite safety inspections, prepares reports, and initiates corrective action for any violation observed. He updates the project team on any changes to the rules and regulations and assists the project team with daily safety compliance efforts. He assists the project superintendent in accident / incident investigations and conducts safety training as necessary.

Subcontractor Superintendents:

Superintendents for subcontractors are responsible for day-to-day OSHA regulatory compliance for their respective companies and any subcontractors working under them including accident investigations and the OSHA log. Subcontractors shall comply with all Ajax, federal, state, and local governmental regulations. They are required to notify Ajax of any injury and or illness that occurs on this jobsite.

All Personnel:

All personnel on the jobsite are required to conduct themselves in a manner that is consistent with the Ajax safety rules and policies. To fulfill this duty each employee shall do the following:

- Attend and participate in all weekly safety meetings.
- Report all unsafe conditions or hazards to their supervisor.
- Comply with all safety rules, policy and procedures.
- Comply with all safe work practices as stated by equipment manufactures.
- Report all workplace accidents, injuries, illnesses, and near-miss incidents to their supervisor.

C. APPLICABILITY

This policy applies to all employees, subcontractors, and lower tiered subcontractors on an Ajax project regardless of position with the company. The safety rules apply to anyone who is on an Ajax jobsite.

It is the responsibility of Ajax Building Corporation subcontractors to notify their sub-subcontractors of the requirements of this policy and to enforce all aspects therein.

D. IMPLEMENTATION

Ajax Building Corporation s safety policy has been designed in accordance with our overall Construction Safety Management Program which incorporates the following essential elements:

1. Management's Commitment / Employee Involvement
2. Worksite Analysis
3. Hazard Prevention and Control
4. Training

E. ADMINISTRATION

The Safety Program will be carried out according to guidelines established and published in the Operations Department Manual. Specific instructions and assistant will be provided by the Safety Director. Each Supervisor will be responsible for meeting all requirements of the Safety Program and for maintaining an effective accident prevention effort within his area of responsibility.

F. REPORTING OF INJURIES

Subcontractors shall report any accident / incident which resulted in, or could have resulted in, injury, fatality, and/or property damage to Ajax Building Corporation immediately. They shall assist in completing the accident investigation including, completing the appropriate forms, obtaining witness statements, photographs, etc. A copy of all First Notice of Injury forms shall be provided to Ajax within 24 hours.

All employees will be held accountable for failing to report a job injury immediately. (Immediately, meaning at or near the time of the injury and on the same day of the injury). Employees must report the injury to their Supervisor i.e. Foreman, Superintendent, Project Manager, etc. A casual mentioning of the injury will not be sufficient. The employee must let their Supervisor know: 1) How they think they hurt themselves, 2) What they were doing at the time, 3) Who they were working with at the time, 4) When and where it happened, and 5) Other pertinent information that will aid in the Supervisor's investigation of the accident. In the event of an accident involving personal injury or damage to property, the personnel involved in any way may be required to submit themselves for drug testing.

Anyone failing to report an injury immediately (meaning at or near the time of injury and on the same day of the injury) is in violation of Ajax Building "Corporation's Safety Policy and may be subject to immediate termination or removal from the jobsite as applicable.

G. TRAINING

Each subcontractor shall train their employees in hazards associated with their work and safe work practices implemented to control those hazards.

All personnel working onsite are required to attend Ajax Building Corporation Safety Orientation training program prior to beginning work onsite.

Ajax Building Corporation will conduct weekly safety meetings. All personnel on the jobsite are required to attend and sign the Ajax safety meeting form as proof of attendance.

H. BASIC SAFETY RULES

Ajax Building Corporation has developed the following safety rules as a general guideline to protect all personnel on our projects. It should be clear that these rules do not constitute all the safety requirements at a jobsite. All established safety rules and practices will be uniformly applied and enforced by Ajax Building Corporation

Disregard of safety rules may result in the immediate and permanent dismissal from the project and or termination as applicable.

1. **Conduct work in a safe manner. Horseplay is strictly prohibited. Running on the jobsite is allowed only in extreme emergencies.**

2. **Follow all posted safety rules described in the Ajax Building Corporations safety manual as well as OSHA standards.**

3. **Stop Work:** All personnel on the jobsite must report any unsafe condition or hazard immediately to the project superintendent or their supervisor. All personnel have a right and duty to take necessary precautions to stop a process or job task which could cause bodily harm to themselves and others.

4. **Material Safety Data Sheets:** All personnel on the jobsite have the right to know about hazards associated with materials or chemicals they are working with or around. Subcontractors must submit MSDS for all materials and/or chemicals brought onto the jobsite. Ajax Building Corporation will maintain a MSDS for all hazardous material on the jobsite.

5. **Alcoholic Beverages and Illegal Drugs:** Alcoholic beverages and illegal drugs are prohibited on the jobsite. The use and possession of alcoholic beverages and illegal drugs on the jobsite will result in immediate dismissal from the project and/or termination as applicable.

6. **Drug Testing:** In the event of an accident involving personal injury or damage to property the persons involved will be required to submit to drug testing. Any personnel suspected of being under the influence of alcohol or illegal drugs will be required to submit to drug testing. Any persons refusing will be immediately removed from the jobsite and/or terminated as applicable.

7. **Cameras, firearms, alcoholic beverages or illegal drugs are not allowed on site.** Drugs prescribed by a physician must be registered with the safety department for approval. The use or possession of firearms, illegal drugs, and/or alcoholic beverages on the jobsite will result in immediate termination or permanent removal from the jobsite as applicable.

8. **Housekeeping shall be an integral part of every job.** Supervisors and employees are responsible for keeping their work areas clean and hazard free. Clean up is required every day, when a task is completed, if conditions warrant, and as directed by an Ajax supervisor. Nails in scrap lumber shall be removed or bent over. Debris shall not be allowed to accumulate in doorways or at access / egress points of a structure.

9. **Clothing:** Clothing must provide adequate protection to the body.

- **Shirts –** Must be full length and have at least a 6" T-sleeve. Tank tops are prohibited on the jobsite.

- **Pants –** Only long pants in good condition shall be worn on the jobsite. Shorts and sweatpants are prohibited.

- **Shoes** – Sturdy work boots with rigid, slip resistant soles, and leather uppers, which give adequate protection to the feet and ankles, are required. Sneakers, sandals, and other lightweight footwear are prohibited on the jobsite.

- **Loose or hanging clothing, jewelry or long hair is not permitted around moving machines and parts.**

10. **Welding and Cutting:** The appropriate fire extinguishing equipment shall be in the immediate vicinity of any "hot work". Burning and cutting equipment shall be inspected daily before use. At the end of each day or prior to storage all gas shall be shut off, hoses and regulators removed and caps replaced on cylinders. Hoses shall be protected from damage. Flashback arrestors shall be installed on all oxygen / acetylene outfits at both ends of the hoses. Compressed gas cylinders shall be secured at all times to prevent them from falling or being tipped over. Regulators and gauges shall be in proper working condition. Welding hoods, cutting goggles, and other appropriate PPE shall be worn. A "fire watch" shall be used as needed.

11. **Drinking Water:** Drinking water containers are for drinking water and ice only. Tampering with or placing items such as drinks, etc., in the water cooler will result in immediate termination or permanent removal from the jobsite as applicable. The "common drinking cup" is not allowed. Each water cooler shall be equipped with a disposable cup holder and cups. Glass bottles or containers are not permitted on the jobsite.

12. **Tools, Hand and Power:** All tools, whether company or personal, shall be inspected prior to use and must be in good working condition. Tools must be used as intended (screwdrivers are not chisels) Guards shall be installed and cords shall be in good condition. Defective tools shall not be used. Examples: chisels with mushroomed heads, hammers with loose or split handles, guards missing on saws or grinders, etc.

13. **Personal Protective Equipment:** Personal protective equipment (PPE) is the last line of defense for employees exposed to hazards. All personnel must follow the PPE requirements as a condition of employment.

- **Hardhats –** ANSI approved hardhats must be worn by all personnel on the jobsite at all times. The bill of the hardhat must be worn in the front at all times. Baseball or other style caps may not be worn under a hardhat. Alterations of the hardhat or liner are prohibited.

- **Safety Glasses –** ANSI approved safety glasses shall be worn by all personnel on the jobsite at all times. Additional eye and face protection such as goggles or face shields is required for such operations as grinding, cutting, chipping, or handling of chemicals, acid or other caustic materials. When welding or cutting the appropriate goggles or welding hoods are required.

- **Hearing Protection:** Hearing protection must be worn as conditions warrant.

- **Respiratory Protection:** Each subcontractor must submit a written respiratory protection program for review prior to any task, which may expose its employees to silica or other contaminates. This program must include information concerning engineering controls that will be taken to reduce the exposure level as well as permissible exposure limit testing and employee training documentation. The primary method to control airborne contaminates shall be through the utilization of engineering controls.

- **Other PPE:** Other personal protective equipment, such as but not limited to, gloves and welding jackets must be worn as conditions warrant.

14. **Speed Limit:** Jobsite speed limit is 10 MPH. No one is permitted to ride standing up in the bed of a pickup truck. Sitting on the outside edges is prohibited. You must be down inside the truck.

15. **First Aid:** Each subcontractor shall have and maintain throughout the course of the project the appropriate first aid supplies for its crew. It shall be readily available in the event of an emergency.

16. **Fire Protection:** Adequate precautions shall be taken to protect personnel and equipment from fires. A fire extinguisher sized appropriately for the condition must be in the immediate vicinity of any "Hot Work". Flammable liquids shall be stored in approved metal safety containers. Plastic gas cans are prohibited anywhere on the jobsite. Flammable storage is permitted only in designated areas of the jobsite. Smoking is allowed only in designated areas. Open fires are prohibited.

17. **Scaffolds:** All scaffolding must be erected, dismantled, or altered in accordance with OSHA standards and under the direct supervision of a competent person. All scaffolds shall be inspected by the competent person prior to use by employees. Footings for scaffold must be adequate and firm to support the scaffold without settlement or displacement. Mudsills shall be used on all scaffolds setup on dirt, asphalt, or other surfaces, which may settle. Base plates, screw jacks, or casters must be installed on all scaffolding as appropriate. Scaffolding shall be fully braced, each working level shall be fully decked, and an access ladder shall be provided to each working level. All work platforms six (6) feet or more above a lower level shall have guardrails installed along each open side and end of the platform. Baker / Drywall type scaffolding shall have guardrails installed on platforms four (4) feet or more above a lower level. Toe boards shall be installed on each open side and end of work platforms. All scaffolding with a height to base width ration of 3:1 or greater shall be restrained from tipping.

18. **Ladders:** All ladders shall be inspected prior to use. Damaged ladders such as those with broken or missing rungs, missing or bent braces, split rails, etc. shall be removed from the jobsite. All ladders shall have a two hundred fifty pounds (250lbs) duty rating. The top or top step of stepladders shall not be used. Stepladders shall be used only in the open position. Extension ladders shall not be taken apart and used as two separate ladders. Ladders used for access to an elevated area shall be secured at the top and bottom and extend at least three feet above the walking surface being accessed. Aluminum ladders shall not be used on the jobsite. Fall protection is required when employees are exposed to falls below the supporting level of the ladder.

19. **Stairways:** A stair rail system and handrail shall be installed along each open side of stairways. Metal pan stairs shall be barricaded to prevent use unless treads and landings have been filled in with concrete or other temporary material. Material, equipment, tools, and debris shall be kept cleared from stairways.

20. **Fall Protection:** Fall protection is required on any walking/working surface six (6) feet or more above a lower level. Fall protection may include guardrails, safety nets, warning lines, safety monitoring systems, and/or personal fall arrest equipment as the situation dictates. All fall protection systems shall be inspected daily or more often as necessary.

    - <u>Roofers</u> – Shall submit a written site-specific fall protection plan for review prior to beginning work. On low slope roofs 4:12 or less with unprotected sides or edges six (6) or more above lower levels roofers may use a combination of warning line and safety monitor systems. On roofs with a slope greater than 4:12 roofers shall use personal fall arrest equipment, guardrails, or safety nets.

    - <u>Structural Steel Erectors</u> – Shall submit a written site-specific fall protection plan for review prior to beginning work. Any employee engaged in steel erection activities on a walking/working surface 15 feet or more above a lower level shall be protected from falling. No exceptions. Controlled Decking Zone (CDZ), A CDZ shall be established in the area of the structure 15 feet or more above a lower level where metal decking is initially being installed and forms a leading edge. Any employee engaged in decking activities shall be tied off at all times when working 15 feet or more above a lower level inside a CDZ. Employees behind the CDZ do not have to be tied off provided there is perimeter and floor opening protection installed.

    - <u>Floor and roof openings</u> - All floor and roof openings, including but not limited to skylights shall be guarded or covered. Covers shall be secured and marked with the word hole or cover.

Each subcontractor is responsible for ensuring employees have the appropriate fall protection equipment and for training their employees in recognition and avoidance of fall hazards. Any personnel in violation of fall protection safety rules will be permanently removed from the project.

21. **Barricades:** Warning signs, barricades and tags will be used to the fullest extent and shall be obeyed. Entry to red "Do Not Enter" barricaded areas is prohibited unless granted by the individual/subcontractor that barricaded the area. All warning signs, barricades, and tags shall be removed when a hazard no longer exists.

22. **Cranes:** All cranes shall have a current annual certification sticker. An independent crane certification company shall perform crane certifications. Subcontractors shall conduct and document daily crane inspections. Inspection reports shall be maintained on the jobsite for the duration of time that the crane is on site. All cranes shall have an anti-two block device installed. Pads for outriggers shall provide a solid surface for the outrigger float to sit on and be capable of supporting the crane without bending, settling, crushing, or otherwise deflecting, plywood or similar material is prohibited. The swing radius shall be barricaded. All rigging shall be inspected prior to use. Any damaged or defective rigging shall be removed from service. See Attachment B-2 For Ajax Building Corporations Crane Management Program

23. **Trenching and Excavations:** All trenches and excavations shall be in accordance with OSHA standards and work shall be completed under the direct supervision of a competent person. No personnel are to enter a trench or excavation without permission from the competent person. Cave-in protection shall be provided in any trench or excavation five feet or more in depth and in shallower trenches and excavations if a cave-in hazard is present. All material, equipment, and spoil piles shall be kept at least two (2) feet from the edge of the excavation. A ladder for access and egress shall be within twenty five (25) feet of employees in the trench or excavation. Underground utilities shall be located prior to trenching or excavating. Surface encumbrances shall be secured or removed to prevent displacement by excavation activities. Employees shall not work under suspended loads. Employees shall not work in any trench or excavation in which water is present. All trenches shall be barricaded on all sides. Any personnel in violation of trench safety rules will be terminated.

24. **Using cell phones on the jobsite is strictly prohibited except for supervisors not performing work or in the case of an emergency.**

25. **Electrical:** All temporary electric power for the jobsite shall be installed per OSHA standards. All temporary receptacles shall be the Ground Fault Circuit Interrupter (GFCI) type. All temporary panels shall have dead fronts installed and all openings shall be effectively closed, duct tape is prohibited. All branch circuits shall be labeled. Extension cords shall be the 3 wire type and minimum 12ga wires. Job built and/or makeshift electrical cords are not permitted on site. Damaged or defective cords found onsite shall be destroyed. All lamps for temporary lighting shall be protected from accidental contact or breakage. Lamp sockets shall be not be left unused or open. Working on "live" energized electrical equipment is strictly prohibited unless the subcontractor can demonstrate that de-energizing introduces additional or increased hazards. For example: de-energizing would result in the interruption of life support equipment at a hospital, would cause the deactivation of emergency alarms, or the shutdown of emergency ventilation equipment. In the event work must be performed on "live" energized electrical equipment the subcontractor shall submit a written safe work plan to the safety director for review prior to the work being performed.

26. **Equipment:** Each subcontractor is responsible for training their employees on the type of equipment they will be operating. Riding as a passenger on equipment is prohibited. All equipment shall have a functional audible back up alarm. Operators shall wear seatbelts at all times while operating equipment. Motors shall be turned off when refueling.

27. **Aerial Lifts:** All aerial lifts shall be inspected prior to use. Warning labels and operating instructions shall be legible. Employees shall not climb on rails or use objects inside the lift to increase working height. Safety chains at lift access points shall be secured. Employees are required to wear a harness and tie off to the basket when working in a boom style lift. Each subcontractor is responsible for providing employees with the proper training prior to operation of aerial lifts.

28. **Concrete and Masonry:** All rebar and other impalement hazards shall be guarded with steel reinforced protective caps or wooden troughs. All appropriate engineering controls shall be utilized to reduce employee exposure to silica when cutting, grinding, chipping, or otherwise manipulating concrete and masonry. Dry cutting concrete and masonry is strictly prohibited.

29. **Confined Space:** A confined space is any space having a limited means of egress and which can gather toxic or flammable gasses, vapors, or has oxygen deficient air. Examples of confined space include but are not limited to storage tanks, sewers, manholes, tunnels, underground utility vaults, and some excavations. Subcontractors shall submit a confined space entry program for review prior to personnel entering a confined space. Any employee or subcontractor entering a confined space prior to approval of the above referenced program shall be immediately terminated.

30. **Gas Powered Tools and Equipment:** Gas powered generators, pumps, paint sprayers, etc shall not be used in an enclosed space that lacks adequate ventilation for exhaust fumes.

31. **Pre-Construction Safety Planning:** All subcontractors engaged in activities that require fall protection, scaffolding, steel erection, and/or excavations shall submit a hazard analysis for review by Ajax and/or attend a pre-construction safety meeting prior to beginning work.

I. COMPLIANCE ENFORCEMENT

Safety violation notices shall be issued to any Ajax employee, subcontractor or anyone on an Ajax jobsite violating the safety rules or regulations. Issuance of safety violation notices shall be by foreman and above including the safety director.

- Any violation of safety rules can result in suspension or immediate termination.
- Any employee receiving three (3) written general violations within a six (6) month period shall be terminated or permanently removed from the project as applicable.
- Any subcontractor receiving three (3) written violations over the course of a project will be required to attend a safety orientation course a second time.
- Any subcontractor that receives five (5) written violations over the course of a project will be required to provide a written plan of corrective action that will be taken to prevent further violations or their insurance provider will be notified of the unsafe work practices.

Issuance of a safety violation notice for failure to use fall protection or for failure to report a job injury (at the time of the injury) will result in immediate termination.

It is understood that Ajax is not restricting itself to the above rules and regulations. Additional rules and regulations as dictated by the job will be issued and posted as needed.

"NO JOB IS SO IMPORTANT AND NO SERVICE IS SO UGRENT
THAT WE CANNOT TAKE TIME TO PERFORM
OUR WORK SAFELY"

J. JOB SAFETY CHECK LIST

The following Job Safety Check List has been condensed and edited from the Occupational Safety and Health Administration Part 1926 Construction Safety and Health Regulations. The Job Safety Check List is made part of the safety rules.

1. Record Keeping
   a. OSHA poster "Safety and Health Protection on the Job" posted.
   b. OSHA "Log of Occupational Injuries and Illnesses" posted February 1st to April 30th only.
   c. Insurance poster "Notice of Employees" indicating State Worker's Compensation coverage posted.
   d. Telephone number of Police, Fire, Ambulance, Hospital and Doctor posted.
   e. Safety signs posted.

f. Weekly safety meetings followed by written report by all Ajax Superintendents and a copy to Safety Director.

2. Housekeeping and Sanitation
   a. General neatness.
   b. Daily disposal of trash.
   c. Passageway, driveways and walkways clear.
   d. Adequate lighting (see OSHA 1926.56).
   e. Oil and grease removed.
   f. Waste containers provided and used.
   g. Adequate supply of drinking water (see OSHA 1926.51).
   h. Sanitary facilities adequate and clean (see OSHA 1926.51).
   i. Adequate ventilation (see OSHA 1926.57).

3. First Aid (see OSHA 1926-Subpart C)
   a. First aid station with supplies and equipment.
   b. Trained first aid men (see OSHA 1926.50).
   c. Injuries promptly and properly reported.

4. Personal Protective Equipment (see OSHA 1926-Subpart E)
   a. Hard Hats (see OSHA 1926.100).
   b. Hearing protections (see OSHA 1926-101).
   c. Eye and face protection (see OSHA 1926.102).
      1). Goggles where flying particles exist.
      2). Face shields for dust.
      3). Welding masks for welder and helper.
   d. Respiratory Protection (see OSHA 1926.103)
   e. Safety Harnesses and Lifelines (see OSHA 1926.104)
   f. Gloves where required.

5. Fire Protection (see OSHA 1926-Subpart F)
   a. Fire safety introduction to employees.
   b. Fire extinguishers – charged and identified.
   c. No smoking areas posted.
   d. Flammable and combustible material storage are (see OSHA 1926.152).
   e. Safety gasoline containers.

6. Hand and power tools (see OSHA 1926-Subpart I).
   a. Inspect all tools for the proper operating condition.
   b. All tools stored properly and neatly.
   c. All power tools properly grounded.
   d. Inspect all tools for proper safety guards.

7. Welding and Cutting (see OSHA 1926-Subpart J).
   a. Gas and oxygen cylinders secured in a vertical position.
   b. Hoses inspected regularly.
   c. Cylinders, caps, valves, couplings, regulators and hoses kept free of oil and grease.
   d. Cylinder caps shall be in place whenever cylinder is not being used.
   e. Maintain gauge pressures – oxygen 30-40 pounds, acetylene 5-10 pounds, when in use, small tip uses less.
   f. Two (2) sets of flash arresters (for oxyacetylene outfits). One (1) set at torch handle and one (1) set at regulators.

8. Electrical (see OSHA 1926-Subpart K).
   a. All portable tools and cords will be properly grounded.

b. Daily visual inspection of caps, ends and cords for deformed or missing pins, insulation damage and internal damage.

c. Test of cords, tools and equipment for continuity and correct attachment of the equipment grounding connector to the proper terminal shall be made every three (3) months and:

1). Prior to first use.

2). Prior to return to service after repairs.

3). Prior to return to service after incident which may have caused damage to cord or equipment.

d. Cords and equipment, which do not meet requirements, shall be removed from service until repairs have been made. Repairs must meet original specifications (electrical tape and/or duct tape is not allowed)

9. Ladders and stairs (see OSHA 1926-Subpart X).

a. Inspect at regular intervals.

b. No broken or missing rungs or steps.

c. No broken or split side rails.

d. Extend at least 36” above landing and secure.

e. Proper guardrail and toe boards.

10. Guardrails, handrails, and covers (see OSHA 1926-Subpart M).

a. Guardrails, handrails and covers shall be installed wherever there is danger of employees or materials falling through floor, roof, or wall openings and shall be guarded on all exposed sides.

b. Posts shall be of at least 2x4 stock spaced not more than 8 feet apart.

c. Top rail shall be 42” above the floor and 2x4 stock.

d. The intermediate rail shall be 21” above the floor and of 1x4 stock.

e. Guardrail assemblies around floor openings and edges shall be equipped with toe boards. The toe boards shall be 4” minimum and shall not have more than ¼" clearance above the floor level, if there are employees below and conditions dictate.

f. Guardrails must be capable of supporting 200 pounds in any direction.

11. Cranes, Derricks, Hoist, Elevators’ and Conveyors (see OSHA 1926-Subparts N & CC).

a. Inspect at regular intervals as required by the Ajax Crane Management Program

b. Operating rules shall be posted at operator’s station.

c. “No rider” signs posted at all stations.

d. All entrances shall be properly protected.

e. All entrance bars and grates shall be painted with diagonal contrasting stripes.

f. Have experienced operator.

g. Current crane, derrick, and elevator certification inspection sticker and papers on site. The use of a crane or derrick to hoist employees on a personnel platform is prohibited, except when no safe alternative is possible. Crane must be equipped with an anti-two blocking device. See Ajax Building Corporations Crane Management Plan

12. Motor Vehicles and Mechanized Equipment (see OSHA 1926-Subpart O).

a. Inspect all lights brakes, ties, horn, etc. at regular intervals.

b. Do not overload vehicles.

c. Trash trucks shall have covers.

d. No riding on edge of pickup truck bed.

e. No riding on concrete trucks, loaders, backhoes, etc.

f. Back-up alarms on loaders, tractors, backhoes, etc.

13. Material Storage, Handling, Use, and Disposal. (see OSHA 1926-Subpart H)

a. Designate material storage area.

b. Do not store flammables and oxidizers together.

c. All material must be properly stacked or secured to prevent collapse.

d. Aisles, passageways, and stairs shall be kept clear of debris and material.

e. An enclosed chute must be used whenever material is dropped more than 20 feet.

f. Containment systems shall be provided for all chemicals stored on site.

14. Masonry, Concrete, Concrete Forms and Shoring (see OSHA 1926-Subpart Q).
    a. Employees tying rebar more than 6 feet above adjacent working surface shall use safety harness.
    b. Trowel machines shall have automatic shut off switch.
    c. No riding on concrete buckets or flying forms.
    d. All forms properly shored.
    e. Single post shores shall be braced horizontally.
    f. Limited access zones shall be established per OSHA regulations whenever a masonry wall is being constructed.
    g. All masonry walls over 8 feet in height shall adequately braced until permanent supporting elements of the structure are in place.

15. Scaffolds (see OSHA 1926-Subpart L)
    a. Guardrails and toeboards must be installed on all scaffolds 6 feet or more in height or at lower levels if other hazards exist.
    b. Scaffold planks shall be scaffold grade or equivalent, secured, and cleated.
    c. Scaffolds shall be capable of supporting at least 4 times the maximum intended load.
    d. C.M.U. shall not be used as scaffold foundation or counter balance.
    e. Erection, maintenance, and dismantling shall be supervised by the competent person.
    f. All scaffold work/walk platforms must be fully planked.
    g. Base plates must be used on all scaffolding.
    h. Casters may not be used on stairs or other uneven surfaces.

16. Excavations (see OSHA 1926-subpart P)
    a. Keep material at least 2 feet from the edge of the excavation.
    b. Control water.
    c. Inspected frequently by the competent person
    d. Proper cave in protection in accordance with OSHA standards must be in place prior to personnel entering the trench.
    e. Proper access must be provided.

K. EMERGENCY PHONE NUMBERS

Each subcontractor shall submit a list of emergency contacts to the project superintendent upon mobilization. The project superintendent shall post and maintain a complete emergency contact list throughout the course of the project.

Attachment B-2

7-5-11

CRANES AND RIGGING

INTRODUCTION:

Cranes are often the largest and most expensive piece of equipment on a construction site. Because of this crane accidents are often the most costly, in terms of lives lost and damage to property. Proper pre-planning, setup, and rigging are crucial for safe crane operation.

These policies and procedures are provided to ensure a safe work environment for crane operators and site personnel. These criteria are the minimum standards that must be met in all crane operations on all Ajax Building Corporation projects. This crane safety procedure manual does not purport to restate all of these regulations, but should be used for clarification and additional criteria to be adhered to while operating crane equipment on Ajax Building Corporation projects.

The purpose of this policy and procedure is to provide a safe working environment for crane operators and all site personnel. In addition, surveys of the crane equipment and the operation of the crane have proven to be advantageous to the flow and expediency of work performed during any crane operation on construction sites.

APPLICATION:

These crane procedures shall be followed on all Ajax Building Corporation projects by all Ajax Building Corporation employees, subcontractors, subcontractor's employees, crane rental companies, crane operators, crane users, and any other persons, organizations, or contractors entering or operating crane equipment on any Ajax Building Corporation job site.

All cranes shall be operated in accordance with all applicable regulations during use on Ajax Building Corporation projects. The criteria and standards for the safe operation of cranes shall include the following:

1. Manufacturers recommendations and requirements
2. American National Standards Institute (ANSI)
3. American Society of Mechanical Engineers (ASME)
4. Occupational Safety and Health Administration (OSHA)

It should be recognized that it is not feasible to address every possible issue, situation, and circumstance that may arise or be encountered on a project. Therefore, if there are conflicts or an unsafe condition that occurs which is not addressed in this manual for a particular crane operation, the Ajax Building Corporation safety director shall be contacted immediately, prior to commencement of the crane operation.

These procedures should assist the subcontractor and crane company in maintaining a safe working environment when cranes are used on Ajax Building Corporation projects.

RESPONSIBILITIES:

Superintendent:

- Comply with the requirements of the crane and rigging program
- Immediately address/correct any violations of the crane and rigging program observed
- Ensure all cranes have a current annual inspection certificate prior to being used on site
- Schedule meetings with the subcontractor, crane operator, Ajax safety department, and other personnel as this program requires

- Review ground conditions with the crane operator prior to set up
- Maintain copies of daily crane inspection reports
- Select option for maintaining clearances from energized power lines
- Schedule crane survey if required
- Monitor operations, rigging, signaling, and work area controls

Subcontractor:

- Submit declaration with proposal that all crane equipment utilized will meet the criteria required by this program
- Complete the Pre-Erection Hazard Analysis form
- Review ground conditions with the project superintendent and the crane operator
- Provide / designate an Assembly / Disassembly Director as required
- Provide / designate a qualified rigger and signal person(s). Documentation of training shall be submitted to Ajax
- When an onsite survey is required, correct any deficiencies noted by the surveyor prior to operation
- Inspect all crane and rigging equipment as required by this program

Crane Operator:

- When there is concern as to safety, stop operations and refuse to handle loads until a qualified person has determined that safety has been assured.
- Conduct and document daily inspections as required by this program
- Review ground conditions with the project superintendent prior to beginning operations
- Maintain clearances from overhead power lines
- Comply with all operation requirements of the crane manufacturer and of this program

Qualified Rigger

- Inspect rigging equipment prior to each shift
- Select the proper rigging equipment for each lift
- Remove damaged / defective rigging from the work area

PROCEDURES:

<u>Bid Procedures:</u>

Each subcontractor shall submit in its proposal, a declaration that all crane equipment utilized on Ajax Building Corporation projects will meet the criteria required for safe crane operations.

Survey:

All cranes operating on Ajax Building Corporation jobsites shall have a current annual inspection certificate.

All jobsite erected cranes shall have a post erection survey conducted by a 3rd party qualified person approved by Ajax Building Corporation prior to the crane being used. Furthermore, Ajax Building Corporation may require any crane to be subject to this requirement at its discretion.

Subcontractor Start-up Meeting:

Each subcontractor, along with a representative of the crane provider, and the crane operator, shall attend a pre-job safety meeting with the Pre-Erection Hazard Analysis form (attached) completed and a copy of the annual certification. This meeting shall be conducted at least 72 hours prior to the crane arriving on site.

CRANE SAFETY REQUIREMENTS:

Ground Conditions:

A crane shall not be assembled, setup, or used unless ground conditions are firm, drained, and graded to a sufficient extent for the equipment to meet the manufacturer's specifications for adequate support and degree of level.

Ajax Building Corporation shall inform the user and operator of the location of known hazards below the equipment (such as tanks, voids, and utilities). The project superintendent shall review all site drawings, as-builts, and soils reports with the user and operator. If necessary the location of these hazards will be marked in the field to provide the operator with a visual reference of their location.

Assembly/Disassembly:

The subcontractor / crane supplier shall designate an Assembly / Disassembly (A/D) Director who meets the criteria for both a qualified and a competent person to supervise the assembly and disassembly of the equipment.

Immediately prior to assembly / disassembly operations commencing the A/D Director shall review all applicable procedures and review these procedures, hazardous tasks, hazard locations, and any other applicable information with the crew members.

Inspections:

Initial / Post assembly inspections

Subcontractors utilizing cranes on an Ajax Building Corporation project shall notify the project superintendent at least 72 hours in advance of a scheduled crane arrival. The notification shall include the following information:

1. Crane type (hydraulic, conventional, crawler, etc)
2. Crane capacity
3. Arrival time for crane assembly
4. Crane owner / rental company name
5. Type of work to be performed (tilt walls, steel erection, set roof top equipment, etc)

Prior to set-up / assembly the subcontractor shall provide a current copy of the annual inspection certification to the project superintendent. No crane shall operate on an Ajax Building Corporation jobsite without a current annual inspection certificate.

Prior to operation of hydraulic truck mounted type cranes, which require no jobsite assembly, the operator shall conduct and document an initial inspection at least equivalent to the daily crane inspections detailed below. Note: installation of jibs on hydraulic cranes does not require 3rd party inspections.

All cranes which require jobsite assembly shall be surveyed by a 3rd party independent qualified crane inspector in accordance with the following: Note: The crane inspector shall utilize Ajax Building Corporations Crane Operation Safety Survey form (attached) or a similar pre-approved form.

1. Upon the subcontractors 72 hour notification of a crane arriving on site, the project superintendent shall schedule the crane surveyor for arrival at the jobsite concurrent with the arrival time of the crane equipment.

2. Each survey shall commence at "build up" of the crane.

3. Upon arrival at the jobsite, the crane surveyor shall report to the Ajax Building Corporation project superintendent and then proceed to the crane assembly area.

4. The crane surveyor shall introduce himself / herself to the assembly / disassembly director and give a brief explanation of the survey procedures.

5. Where a deficiency requires repairs, replacement of equipment or additional testing which may result in down time and additional expenses, the crane owner shall be afforded the opportunity to determine the method of correction which is acceptable to Ajax Building Corporation, the crane surveyor, and the subcontractor.

6. The crane survey shall include the inspection of the crane, accessory equipment to be used on the project, and below-the-hook lifting devices that will be used for lifts on the project.

7. The surveyor shall record all information required on the Crane Operation Safety Survey form and identify any safety deficiencies noted as follows:
    a. Note deficiency on report along with plan of action for correction (crane crew corrected, crane company replacing component, etc.)
    b. Report deficiency to the assembly/disassembly director or crane operator for initial correction.
    c. Where a deficiency cannot be corrected prior to scheduled work time, a verbal and written report shall be provided to the Ajax Building Corporation Project Superintendent which includes the following information:
        1. Persons notified of deficiency (operator, A/D director, subcontractor, etc.)
        2. Severity of deficiency.
        3. Recommended plan of action.

8. The crane surveyor shall view the set up of the crane and operation of the crane in order to evaluate the safe operation and use of the crane equipment.

9. Upon surveying the assembly, set up, and operation of the crane equipment, the survey report, along with all deficiencies noted and recommended plans of action shall be provided to the Ajax Building Corporation Project Superintendent.

10. Under most circumstances, the survey is completed on site between 1 and 3 hours.
    a. If on site time is expected to exceed 4 hours, the surveyor should notify the Project Superintendent.
    b. If on site time is expected to exceed 8 hours, the surveyor should notify the Ajax Building Corporation Safety Director.

Daily Inspections

The crane operator must conduct a visual inspection of the equipment prior to each shift. The operator shall complete the Crane Inspection form and submit it to the project superintendent prior to crane operations beginning. The project superintendent shall maintain the forms on the jobsite for the duration of the project.

At a minimum the daily inspection must include the following:

- Control mechanisms for maladjustments interfering with proper operation
- Control and drive mechanisms for apparent excessive wear of components or contamination by lubricants, water, or other foreign matter
- Air, hydraulic, and other pressurized lines for deterioration or leakage, particularly those which flex in normal operation
- Hydraulic systems for proper fluid level
- Hooks and latches for deformation, cracks, excessive wear, or damage such as from chemicals or heat
- Wire rope reeving for compliance with the manufacture's specifications
- Wire rope in accordance with OSHA Standard 1926.1413(a)
- Electrical apparatus for malfunctioning, signs of apparent excessive deterioration, dirt or moisture accumulation
- Tires (when in use) for proper inflation and condition
- Ground conditions, outriggers, and blocking for proper support
- The equipment for level position
- Operator cab windows for significant cracks, breaks, or other deficiencies that would hamper the operators view
- Safety devices and operational aids listed below for proper operation
- Clearly legible load chart provided by the crane manufacturer securely fixed in a location clearly visible to the operator

If any deficiency is identified an immediate determination must be made by the competent person as to whether the deficiency constitutes a safety hazard. If the deficiency is determined to constitute a safety hazard the equipment must be taken out of service until it is corrected.

Safety Devices and Operation Aids:

The following safety devices are required on all cranes operating on Ajax Building Corporation jobsites:

- Crane Level Indicator
- Boom Stops (except for hydraulic booms)
- Jib Stops (if jib is attached)
- Horn
- Cranes with foot pedal brakes must have locks
- Hydraulic outrigger jacks must have an integral holding device/check valve
- Anti Two-Blocking Device

- Boom Hoist Limiting Device or Boom Angle Indicator (if crane is equipped with a luffing jib it must have a luffing jib limiting device)

- Jib Angle Indicator (if equipped with a luffing jib)

- Boom Length Indicator (for telescopic booms)

- Load weighing device, load moment indicator, or load moment limiter.

Operations must not begin unless each underlined safety device or operational aid is in proper working order. In the event the non-underlined devices are malfunctioning manufacturer specified alternative measures may be followed temporarily until the device is repaired. If a device stops functioning properly during operations the crane operator must safely stop operations until the device is functioning properly or temporary alternative measures are implemented.

Power Line Safety: (up to 350kv)

Prior to assembly, disassembly, or equipment operations the project superintendent, subcontractor, and operator must define and identify the work zone 360 degrees around the equipment, up to the equipments maximum working radius. They then shall assess the site to determine if any part of the equipment, load line, rigging, or load could get closer than 20' to an overhead power line. If so the project superintendent / subcontractor shall institute one of the following options. **No crane operations shall take place within 20' of an energized overhead power line without review and approval of the Ajax Building Corporation Safety Director.**

Option 1

- *Deenergize and Ground*

    - Confirm with the utility owner / operator that the power line has been deenergized and visibly grounded at the worksite.

Option 2

- *Maintain 20' clearance by implementing the following*

    - The project superintendent shall conduct a planning meeting with the crane operator and other workers in the area of the equipment or load to review the location of the power line(s) and steps that will be taken to prevent encroachment / electrocution.

    - If tag lines are used they must be non-conductive.

    - Erect and maintain a highly visible elevated warning line or barricade visible to the operator 20' from the power line. If the operator is unable to see the elevated warning line, a dedicated spotter must be used in addition to the barricade.

    - The crane must be equipped with a proximity alarm, a range control device, or an insulating link/device.

Note: For any crane operations adjacent to overhead power lines which exceed 350kv up to 1000kv the minimum clearance distance is 50'

Operation:

Prior to operation any crane equipment on an Ajax Building Corporation jobsite the subcontractor / crane operator shall submit proof of the operators qualifications/certifications to operate the equipment. Certification must be by an accredited crane operator testing organization or by an audited employer program.

Whenever there is a concern as to safety, the crane operator has full authority to stop and to refuse to handle loads until a qualified person has determined that safety has been assured.

The operator must comply with all manufacturer procedures applicable to the operational functions of equipment and attachments. The procedures applicable to the operation of the equipment, including load charts, recommended operating speeds, special hazard warnings, instructions, and operators manual must be readily available in the cab at all times for use by the operator.

The operator shall not engage in any activity that diverts his / her attention while operating the equipment, such as the use of cell phones.

The operator shall remain at the controls whenever a load is lifted.

If the crane is taken out of service a tag shall be placed in the cab stating it is out of service and shall not be used.

When localized storm conditions are present in the vicinity of the jobsite, the project superintendent and crane operator must determine whether it is necessary to implement manufacturers' recommendations for securing the equipment. No lifts shall be made if the wind speed exceeds 25mph.

Prior to making a lift, the weight of the load shall be determined with a load weighing device, load moment indicator, or from an industry recognized source such as the loads manufacturer or by a calculation method recognized by the industry. If the load exceeds 75% of the maximum rated capacity at the longest radius that will be used during the lift operation the procedures for Critical Lifts shall be followed.

The equipment must not be used to pull or drag loads sideways.

When traveling with a load the operation must be supervised by a competent person and conducted in accordance with the manufacturer's requirements.

Signaling:

A signal person must be used in each of the following situations:

- The load travel area or load placement area is not in full view of the operator
- When the equipment is traveling and/or the view in the direction of travel is obstructed
- Due to site specific safety concerns, either the operator or the person handling the load determines it is necessary

The subcontractor must ensure the signal person meets the qualification requirements of OSHA Standard 1926.1428. They shall provide the Ajax Building Corporation Project Superintendent documentation that the signal person meets these qualification prior to beginning work on site.

Rigging:

The subcontractor must ensure that the rigging work is done by a qualified rigger who meets the qualification requirements of OSHA Standard 1926.1401. They shall provide the Ajax Building Corporation Project Superintendent documentation that the rigger meets these qualification prior to beginning work on site.

Inspections

Rigging equipment for material handling shall be inspected prior to use on each shift and as necessary during its use to ensure that it is safe. Defective rigging shall be immediately removed from service

Alloy Steel Chains

Chains are commonly used because of their strength and ability to adapt to the shape of the load. As with any sling, misuse of chain slings could damage the sling, resulting in sling failure and possible injury to an employee.

When inspecting chain slings, pay special attention to any stretching, wear in excess of the allowances made by the manufacturer, and nicks or gouges. These signs indicate that the sling may be unsafe and they must be removed from service.

Welded alloy steel chain slings shall have permanently affixed durable identification stating size, grade, rated capacity, and sling manufacturer.

Subcontractors using alloy steel chain slings shall make and maintain a record of inspections for each sling and shall make such record of inspections available for examination.

Wire Rope

Wire rope is a "complex machine" with many different designs. This makes it difficult to have precise rules to determine exactly when a wire rope sling should be replaced. There are many variables and all must be considered.

Wire rope slings shall have permanently affixed durable identification stating size, grade, rated capacity, and sling manufacturer. Slings without this identification shall not be used.

Regulations specify that wire rope slings shall be removed from service immediately if ANY of the following conditions are present:

- Broken Wires: *See OSHA standard 1926.251(c)(4)(iv)*
- Metal Loss
- Distortion: *Excessive Kinking, bird caging, crushing, or other damage*
- Heat Damage
- Damaged End Attachments
- Metal Corrosion

Synthetic Slings

Synthetic slings shall have a permanently affixed durable identification tag stating the name of the manufacture, the rated capacity for the type of hitch, and the type of material.

Synthetic slings shall be immediately removed from service if:

- The identification tag is missing or illegible
- The sling has acid or caustic burns
- The sling is melted or charred on and part of the sling surface
- The sling has snags, punctures, tears, or cuts
- The sling has broken or worn stitches

Synthetic slings must be protected from abrasive and sharp edges that could cause a reduction of the slings rated capacity.

Work Area Control:

The swing radius on the crane shall be marked with control lines, warning lines, or railings to, warn personnel of and to keep them away from, hazards created by the rotating superstructure of the equipment.

Before an employee goes into a location in the hazard area out of the operators view, the employee must ensure that the operator is informed that he/she is going into that location.

Whenever possible hoisting routes shall be used that eliminate the potential for personnel below to be struck by falling objects. If due to site constraints loads must be hoisted and swung over other personnel then the project shall institute a warning system such as a worker blowing whistle to warn personnel in the fall zone that there is an overhead hazard.

While the operator is not moving a suspended load, no employee shall be in the fall zone except for employees:

- Engaged in hooking, unhooking, or guiding the load
- Engaged in the initial attachment of the load to a component or structure; or
- Operating a concrete hopper or bucket

Only employees needed to receive a load are permitted to be within the fall zone when a load is being landed.

During tilt up operations, no employee must be directly under the load and only employees essential to the operation are permitted in the fall zone.

Critical Lifts:

A critical lift is defined as any lift in which one of the following conditions are present:

- Where in the cranes current configuration at any point during the lift, the gross load weight exceeds 75% of the capacity of the crane, or 85% of the capacity of the crane where tilt panels are being erected.
- A single lift in which two or more cranes are being used. (tandem lifts)
- Lifts made within 20’ of energized power lines.
- Hoisting personnel in suspended work platforms.
- Lifts involving, specialized material/equipment or unique and complex rigging equipment.
- Static tower crane erection and dismantlement.

Where a critical lift will be performed, a written critical lift plan shall be submitted to Ajax Building Corporation prior to commencing with the lift. A written plan shall include the following.

1. Crane manufacturer, capacity, and all specifications for the configuration to be used for the lift.
2. Load chart data for the crane to be used to make the lift.
3. Total calculated weight of the load to be lifted including all rigging and other deductions consistent with the manufacturers load chart.

4. Diagrams of the lift that provides geometrical conditions of the load, rigging, and all crane positions during the lift. The drawing shall provide the following:

    - Locations of all components to be lifted prior, during, and after the lift is completed.
    - Radius points.
    - Swing patterns.
    - In the event that the lift must be aborted, positions where the load may be safely landed.
    - Areas where any personnel, public, and vehicles must be evacuated during the lift.

5. Potential ground loading for each point of contact by the crane in selected locations in which the crane will perform the critical lift.

6. Soil and subsurface data and information pertaining to the location on which the crane used for the critical lift will be positioned. This information shall be procured from an authoritative source such as a professional civil engineer registered in the state in which the project is located. *This information may be available from Ajax Building Corporation for selected locations on some projects.*

7. An engineer shall use the data provided in #5 and # 6 above to verify and confirm the following:

    - The soil and subsurface conditions are capable of supporting all loads imposed during the critical lift.
    - That the designs of cribbing and other supports used under the crane load points are appropriate to safely transfer the load.

8. Signature and stamp on the plan by a registered professional engineer licensed in the state in which the project is located, evidencing review of the plan as meeting the requirements set forth in this manual and that all loads and load information and calculations contained in the plan are approved, acceptable, and safe to perform.

9. Crane operator qualifications and personnel involved in the lift and their duties in respect to the lift.

10. Method by which communication will be provided to the crane operator. (designated signal person, two-way radio, etc)

11. A critical lift hazard analysis which identifies the particular hazards associated with the lift and the means and methods to reduce, mitigate, or eliminate the hazards.

12. Emergency action plan.

The written critical lift plan shall be submitted for review and approval to Ajax Building Corporation at least 72 hours prior to any critical lift. No critical lifts shall be conducted prior to such approval.

Prior to any critical lift being made, a pre lift meeting must be held to review the applicable safety requirements. The equipment operator, signal persons, rigging persons, personnel to be lifted (as applicable) subcontractors superintendent, Ajax superintendent, and Ajax safety director must attend.

Hoisting Personnel:

The use of cranes to hoist personnel is prohibited except where it can be demonstrated that the erection, use, and dismantling of conventional means of reaching the work area, such as a personnel hoist, ladder, stairway, aerial lift, or scaffolding, would be more hazardous, or is not possible because of the projects structural design or worksite conditions.

When using cranes to hoist employees, the employees must be in a personnel platform that meets the following requirements:

- The personnel platform and attachment / suspension system must be designed by a qualified person.
- The system used to connect the personnel platform to the equipment must allow the platform to remain within 10degs of level. Regardless of boom angle
- The suspension system must be designed to minimize tipping of the platform due to the movement of employees occupying the platform
- The platform must be capable of supporting its own weight and at least five times the maximum intended load.
- The personnel platform must be equipped with a guardrail system and a grab rail inside the entire perimeter.
- Access gates must not swing outwards and they must be equipped with a device that prevents accidental opening
- The weight of the platform and its rated capacity must be conspicuously posted on the platform with a plate or other permanent marking.
- Personnel platforms must be used only for employees, their tools, and the materials necessary to do their work. Platforms must not be loaded in excess of its rated capacity.
- Prior to lifting personnel a trial lift with the unoccupied platform loaded to at least to the anticipated lift weight must be made in accordance the OSHA requirements.
- Personnel shall not be hoisted when wind speeds (sustained or gusts) exceed 20 mph or during inclement weather.
- Personnel being hoist must wear fall protection equipment and be attached to a structural member of the platform.
- Hoisting personnel near power lines (within 20’ of a line up to 350kv) is prohibited.

PRE-ERECTION HAZARD ANALYSIS for Ajax Building Corporation

➔Required 72 Hours Prior to Crane Arrival🡐

Subcontractor _____ **Contact:** _____

Project Name: _____ **Phone:** _____

Project Location: _____ **Job No.:** _____

Date: _____

I have read and understand the Ajax Building Corporation crane safety policies and procedures. Yes O No O

Crane Equipment

Type of work — Tilt – up panel o — Steel erection o — Other_____

Crane capacity: _____ Boom length: _____

Maximum pick radius on this project _____ Maximum pick weight on this project _____

Crane Type: Telescoping Boom o — Lattice Boom o — Rough Terrain o

Truck mounted o — Crawler Mounted o — Other:_____

Accessory gear: Jib o — Other_____ o

Lift Analysis

Will any lifts exceed 75% of the crane's rated capacity?	Yes o	No o	N/A o
If yes, have you submitted a written critical lift plan?	Yes o	No o	N/A o
Will any lifts require on rubber pick and carry operation?	Yes o	No o	N/A o

Pre-Erection Hazard Analysis

A. Access for cranes, trucks, and other erection Equipment:						
1.	Haul road for cranes and trucks	OK	o	N/A	o	See Notes	o
2.	Adequate entrance into and out of project	OK	o	N/A	o	See Notes	o
3.	Use of public access requiring traffic control or permits	OK	o	N/A	o	See Notes	o
4.	Adequate area for crane assembly	OK	o	N/A	o	See Notes	o
5.	Adequate area for crane disassembly	OK	o	N/A	o	See Notes	o
6.	Existing structures on site	OK	o	N/A	o	See Notes	o
7.	Truck staging area available	OK	o	N/A	o	See Notes	o
8.	Access outside of structure	OK	o	N/A	o	See Notes	o
B. Ground Conditions							
1.	Level	OK	o	N/A	o	See Notes	o
2.	Compaction to support crane loads	OK	o	N/A	o	See Notes	o
3.	Crane restrictions (excavations, shoring, underground structures)	OK	o	N/A	o	See Notes	o
4.	Slab thickness will support crane	OK	o	N/A	o	See Notes	o
C. Utilities							
1.	Overhead wires (provide method used to maintain clearance in notes section)	OK	o	N/A	o	See Notes	o
2.	Underground vaults, sewer, gas, fiber optics, etc.	OK	o	N/A	o	See Notes	o
3.	Airport clearance	OK	o	N/A	o	See Notes	o
4.	Airport flag or light	OK	o	N/A	o	See Notes	o
D. Other condition not addressed above:		OK	o	N/A	o	See Notes	o

Information provided by:_____ _____

Print Signature

Date of survey:_____

CRANE OPERATION SAFETY SURVEY

Attention: SURVEY IS BASED ON THE CONDITION OF CRANE AT THE TIME OF SURVEY. CORRECTIONS AND CHANGES MADE AS A RESULT OF THIS SURVEY SHALL BE WRITTEN ON THE SURVEY NOTES FORM.

Subcontractor	_____	**Subcontractor Contact Name:**	_____
Project Name:	_____	**Subcontractor Phone Number:**	_____
Project Location:	_____	**Crane Owner Name:**	_____
Ajax Project Number:	_____	**Crane Owner Phone Number:**	_____
Superintendent:	_____	**Assembly / Disassembly Director**	_____

Crane Identification

Crane Configuration at Time of Survey:												
Crane Configuration Upon Surveyor's Arrival:					**Crane Assembled:**		**O**	**Crane Disassembled:**			**O**	
Manufacturer:	_____						**Unit Number:**	_____				
Model Number:	_____						**Serial Number:**	_____				
Boom Length:	_____				**Jib Length:**	_____		**Crane Capacity:**	_____			
Boom Section Identification Numbers:	**Base** ____	**Tip** ____	**Mid** ____	**Insert 1** ____	**Insert 2** ____	**Insert 3** ____	**Insert 4** ____	**Insert 5** ____	**Insert 6** ____	**Jib** ____	**Jib** ____	
Crane Type:	**Telescoping Boom**			**O**	**Lattice Boom**		**O**	**Rough Terrain**			**O**	
	Truck Mounted			**O**	**Crawler Mounted**		**O**	**Mobile Tower**			**O**	
Accessory gear:	**Jib**			**O**				**Jib Configuration** _____				
Counter Weight Configuration:	_____											

Crane Evaluation

1.0 Documentation						
1.1 Annual certification (attach copy)	YES	O			See Notes	O
1.2 Daily / Monthly crane inspection forms reviewed with the operator	YES	O			See Notes	O
1.3 Manufacture's load chart accessible on the crane to the operator	YES	O			See Notes	O
1.4 Operator's manual on the crane	YES	O			See Notes	O
1.5 Pre-Erection Hazard Analysis completed (attach copy)	YES	O			See Notes	O
1.6 Other: _____	YES	O	N/A	O	See Notes	O
2.0 Safety Devices						
2.1 Load moment indicator is functioning and accurate	YES	O			See Notes	O
2.2 Anti two-block device is functioning and operational	YES	O			See Notes	O
2.3 Boom angle indicator is functioning and accurate	YES	O			See Notes	O
2.4 Crane level indicator is functioning and accurate	YES	O			See Notes	O
2.5 Boom hoist limiting device	YES	O			See Notes	O
2.6 Boom length indicator (if equipment has a telescoping boom)	YES	O	N/A	O	See Notes	O
2.7 Boom Stops (except for hydraulic booms)	YES	O	N/A	O	See Notes	O
2.8 Jib Stops (if a jib is attached)	YES	O	N/A	O	See Notes	O
2.9 Horn is functioning	YES	O			See Notes	O
3.0 Structural Integrity						
3.1 Boom sections	OK	O			See Notes	O
3.2 Jib assembly	OK	O	N/A	O	See Notes	O
3.3 Outrigger supports	OK	O	N/A	O	See Notes	O
3.4 Main frame	OK	O			See Notes	O
3.5 Other: _____	OK	O	N/A	O	See Notes	O
4.0 General Components						
4.1 Main load line	OK	O	N/A	O	See Notes	O
4.2 Auxiliary load line	OK	O	N/A	O	See Notes	O
4.3 Boom hoist line	OK	O	N/A	O	See Notes	O

4.4 Outriggers extend and deploy	OK	O	N/A	O	See Notes	O
4.5 Manufacturer's counter weights installed in accordance with the load chart	OK	O			See Notes	O
4.6 Sheaves and drums checked for excessive wear and damage	OK	O			See Notes	O
4.7 Tire condition for on rubber picks	OK	O	N/A	O	See Notes	O
4.8 Other: _____	OK	O	N/A	o	See Notes	o

Operator, Rigger, & Signal Person History

5.0 Operator

Name:	_____	Emergency contact person:	_____
		Emergency phone number:	_____

5.1 How many years experience operating on this type of crane?				_____Years
5.2 How many years of experience with the type of lifts on this Job? (tilt-up panel work, steel erection, etc)				_____Years
5.3 Has the operator received a copy of General Contractor's crane safety policy and procedures?	YES	O	See Notes	O
5.4 Does the operator use and understand the load-rating chart on this crane?	YES	O	See Notes	O
5.5 Has the operator been instructed that he should not continue with any lift that creates an unsafe condition?	YES	O	See Notes	O
5.6 Does the operator have the Certified Crane Operator's (C.C.O.) certificate?	YES	O	See Notes	O

5.6.1 C.C.O. Number:	_____	Issued:	____	Expires:	_____

5.7 Does the operator have any other crane operator's certificates?	YES	O	N/A	O	See Notes	O	
5.8 Number of certificates:	___	Issued By:	_____	Issue Date:	_____	Expires:	_____

6.0 Qualified Rigger

Name:	_____	Emergency contact person:	_____
		Emergency phone number:	_____

6.1 How many years experience rigging?				_____Years
6.2 How many years of experience with the type of rigging for this Job? (tilt-up panel work, steel erection, etc)				_____Years
6.3 Has the qualified rigger received a copy of General Contractor's crane safety policy and procedures?	YES	O	See Notes	O

6.4 Does the qualified rigger have documented proof of training? (attached)	YES	O	See Notes	O
6.5 Has the qualified rigger been informed that he should notify the operator of any unsafe condition?	YES	O	See Notes	O

7.0 Qualified Signal Person

Name:	_____	Emergency contact person:	_____
		Emergency phone number:	_____

7.1 How many years experience signaling?				_____Years
7.2 Does the qualified signal person have documented proof of training? (attached)	YES	O	See Notes	O
7.3 Has the qualified signal person received a copy of General Contractor's crane safety policy and procedures?	YES	O	See Notes	O

Below-the-Hook Lifting Devices

8.0 Lifting Beams (ANSI B30.20)

8.1 Manufacture's name permanently marked on bar	YES	O	N/A	O	See Notes	O
8.2 Serial Number (ID #) permanently marked on bar	YES	O	N/A	O	See Notes	O
8.3 Weight of bar (if over 100 lbs.) permanently marked on bar	YES	O	N/A	O	See Notes	O
8.4 Rated load capacity permanently marked on bar	YES	O	N/A	O	See Notes	O
8.5 Proof of rated load test not exceeding 125% capacity of the bar	YES	O	N/A	O	See Notes	O
8.6 Other: _____	YES	O	N/A	O	See Notes	O

Set Up and Operation

9.0 Lift Information

The following lift information provided by:	Name:	_____	Company	_____

9.1 What is the heaviest lift to be lifted with this crane?	Weight _____Lbs.
At what radius?	Radius _____Ft.
9.2 What is the maximum radius this crane will be lifting?	Radius _____Ft.
Weight of lift?	Weight _____Lbs.
9.3 What is the maximum load for pick and carry lifts	Weight _____Lbs.
Maximum radius for pick and carry lifts?	Radius _____Ft.

9.4 Does this crane have an approved load chart for on rubber picks?	YES	O	N/A	O	See Notes	O
9.5 All lifting procedures conform with the load chart requirements	YES	O			See Notes	O

9.6 All lifts will be performed without exceeding 75% of the rated capacity		YES	O			See Notes	O
9.7 Written plans provided to General Contractor Safety Management for critical lifts		YES	O	N/A	O	See Notes	O
9.8 The Critical lift plan has been provided by:	Company:	_____					
	Name:	_____					
	Title:	_____					
	Date	_____					
9.9 Wind speed limitation specified by the manufacturer ____ M.P.H						See Notes	O
9.10 Other: _____		YES	O	N/A	O	See Notes	O
10.0 Set up							
10.1 Crane is level		YES	O			See Notes	O
10.2 Ground compacted and stable		YES	O			See Notes	O
10.3 Properly cribbed under outrigger pads only		YES	O	N/A	O	See Notes	O
10.4 Crane configuration is compatible with manufacture's requirements		YES	O			See Notes	O
10.5 Area of travel is level, clear, and stable for pick and carry		YES	O			See Notes	O
10.6 Area has be checked for underground utilities in crane area		YES	O			See Notes	O
10.7 Outriggers are fully extended deployed with the tires off the ground or used in compliance with manufacturer's specifications		YES	o	N/A	O	See Notes	o
10.8 Airport Flag is properly attached to boom Tip		YES	O	N/A	O	See Notes	O
10.9 Other:_____		YES	o	N/A	O	See Notes	o
11.0 Operation							
11.1 Pre lift meeting held with crane and rigging crew		YES	O			See Notes	O
11.2 Designated signal man		YES	O	N/A	O	See Notes	O
11.3 Operation of crane conducted in a smooth and safe manner		YES	O			See Notes	O
11.4 Lifting sequence and plan is known and followed by the operator		YES	O			See Notes	O
11.5 The crane is operated the required distance from overhead power lines		YES	O	N/A	O	See Notes	O
11.6 Tag lines are used on loads		YES	O	N/A	O	See Notes	O
11.7 Other:_____		YES	o	N/A	O	See Notes	o

Assessment						
12.0 Results						
12.1 This crane may proceed with lifts as scheduled	YES	O			See Notes	O
12.2 This operator may proceed with lifts as scheduled	YES	O			See Notes	O
12.3 The accessory gear may be used as scheduled	YES	O	N/A	O	See Notes	O
12.4 The below-the-hook lifting devices may be used as scheduled	YES	O	N/A	O	See Notes	O
12.5 Other:_____	YES	O	N/A	O	See Notes	O

Subcontractor's Name_____ Surveyor's Name _____
Print Print

Subcontractor's signature_____ Surveyor's Signature_____

ATTACHMENT B-3
7-5-11

PROJECT

JOB NO.

Attachment B-3 by reference, is made a part herein of the Ajax Safety Policy, Attachment B-1 & B-2

1. Subcontractor shall provide written assurance to the Contractor, Ajax Building Corporation, that the Subcontractor acknowledges the O.S.H.A. Excavation Safety Standards 29 CFR Part 1926.650-.652 Subpart P and CS/SB - "Trench Safety Act" of the State of Florida and will comply with same.
2. Subcontractor shall provide a separate item for the Contractor to identify the methods of compliance (i.e., sloping, shoring or trench box).
3. Subcontractor shall provide a separate item for the Contractor to identify the cost of compliance based on the linear feet of trench to be excavated, or in the case of shoring, the square feet of shoring to be used.
4. Subcontractor will provide competent person for all excavation work.

HAZARD COMMUNICATION

1. Subcontractor acknowledges that they will abide by the requirements of the U.S. Department of Labor's Hazard Communication Compliance Kit. Copies are available upon request.

HAZARDOUS WASTE HANDLING & DISPOSAL

1. Subcontractors shall remove from the site all hazardous waste materials created from execution of his work. Disposal shall be by certified carriers and documentation shall be provided to the Contractor evidencing same. Contractor shall assist Subcontractor with obtaining Owner's signature for manifest when applicable. Subcontractor shall train its employees on types of hazardous waste and ensure they are handled properly including prevention of disposal in jobsite construction debris containers.
2. Any subcontractor disposing hazardous waste in a construction debris container (dumpster) or pile shall be liable for the entire cost of containment and disposal. Any hazardous waste spills or releases shall be cleaned up by the Subcontractor.

GENERAL

1. Subcontractors shall provide Contractor with all Material Safety Data Sheets (MSDS) for all materials being used on the project prior to material being delivered. MSDS books submitted shall be project specific and not include MSDS sheets for material not being used on this project.
2. Subcontractor will provide Contractor with copies of Subcontractor written Safety & Hazard Communication Policies.
3. No radios or stereos are permitted on site. Radios for communication purposes are permitted.
4. Subcontractor shall report all injuries or accidents to Contractor within 24 hours and will provide a copy of First Notice of Injury form within 5 days.

CRANE MANAGEMENT

1. Subcontractor acknowledges receipt of Ajax Building Corporations Crane and Rigging Safety Program, Attachment B-2. Subcontractor understands and shall comply with all requirements contained within this program.

_____ _____
Signature Date

_____
Company Name

_____
Name/Title

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.

ATTACHMENT "D"

GUARANTEE

PROJECT **East Roswell Library**

JOB NO. **201209**

TO WHOM IT MAY CONCERN:

We hereby guarantee all labor and material used on the referenced project to be in compliance with the Contract Documents and to be free of any faulty materials or workmanship for the period of time defined in the Contract Documents from the date of Substantial Completion / Material Completion / Final Certificate of the Design Professional as defined by the Contract Documents. We will also be responsible for and will correct any and all damage resulting from our defective materials or workmanship and our work to correct them.

We will commence necessary corrective action within two (2) business days of notification. If life or property are at risk, we will commence necessary corrective action within four (4) hours of notification. Corrective work will be completed without interruption and within a reasonable time. If we do not respond as described herein or under emergency circumstances, the Contractor shall be free to take whatever action he deems necessary in the best interests of the Owner, the Contractor and ourselves and we will reimburse the Contractor all costs incurred upon demand.

Reasonable emergency repairs or protection by the Owner or Contractor shall not invalidate this warranty.

This will also acknowledge our obligation for certain other warranties as required by State Statutes.

Company Name: _____

By: _____

Name and Title:

AFFIX CORPORATE SEAL IF A CORPORATION

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____, as _____
(officer's name) (officer's title)

of _____, a _____
(legal name of corporation) (state of incorporation)
corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)

Name: _____
(Legibly printed)

(AFFIX OFFICIAL SEAL) Notary Public,
State of _____

ATTACHMENT "E" - DOCUMENT LIST

50% (Issued for Pricing) DRAWINGS
Entitled East Roswell Branch

Sheet	Description	Date	Revised	Revised
	Cover and Index Sheets			
A0.10	Cover Sheet	11/16/12		
A0.20	Project Information	11/12/12		
	Civil			
C001	General Notes & Legend	11/16/12		
C100	Existing Conditions	11/16/12		
C200	Demolition Plan	11/16/12		
C300	Site Plan	11/16/12		
C400	Grading & Drainage Plan	11/16/12		
C500	Utility Plan	11/16/12		
C600	Profile	11/16/12		
C700	Erosion Control Notes	11/16/12		
C701	Erosion Control Plan – Initial Phase	11/16/12		
C702	Erosion Control Plan – Intermediate Phase	11/16/12		
C703	Erosion Control Plan – Final Phase	11/16/12		
C800	Erosion Control Details	11/16/12		
C801	Erosion Control Details	11/16/12		
C802	Erosion Control Details	11/16/12		
C900	Construction Details	11/16/12		
C901	Construction Details	11/16/12		
C902	Construction Details	11/16/12		
C903	Construction Details	11/16/12		
C904	Construction Details	11/16/12		
	Landscape			
LS1.0	Tree Protection & Landscape Plan	11/8/12		
	Architectural			
A1.00	Basement Floor Plan	11/16/12		

ATTACHMENT "E" - DOCUMENT LIST

Sheet	Description	Date	Revised	Revised
A1.10	First Floor Plan	11/16/12		
A1.20	Roof Plan	11/16/12		
A1.30	Access Floor Plan	11/16/12		
A2.00	Reflected Ceiling Plan – Basement	11/16/12		
A2.10	Reflected Ceiling Plan – First Floor	11/16/12		
A2.20	Reflected Ceiling Plan – High Bay	11/16/12		
A3.10	Exterior Elevations	11/16/12		
A3.20	Entrance Canopy Elevation and Details	11/12/12		
A4.10	Building Sections	11/16/12		
A4.20	Building Sections	11/16/12		
A5.10	Wall Sections	11/16/12		
A5.20	Wall Sections	11/16/12		
A5.30	Wall Sections	11/16/12		
A5.40	Wall Sections	11/16/12		
A5.50	Section Details	11/16/12		
A6.10	Exterior Details	11/16/12		
A6.20	Enlarged Plans	11/16/12		
A6.30	Stair Details	11/16/12		
A6.40	Chase Plans and Sections & Furr Down Details	11/12/12		
A7.00	Architectural Woodwork General Info & Materials	11/16/12		
A7.11	First Floor Cabinetry Plan	11/16/12		
A7.12	First Floor Metal Shelving Plan	11/16/12		
A7.13	First Floor Furniture Plan	11/16/12		
A7.21	Enlarged Plans & Elevations	11/16/12		
A7.22	Enlarged Plans & Elevations	11/16/12		
A7.31	Enlarged Cabinetry Plan & Elevations	11/16/12		
A7.32	Enlarged Cabinetry Plan & Elevations	11/16/12		
A7.41	End Panel Details	11/16/12		
A7.42	End Panel Details	11/16/12		
A7.51	Cabinetry Types	11/16/12		
A7.52	Cabinetry Sections	11/16/12		

Sheet	Description	Date	Revised	Revised
A7.53	Cabinetry Sections	11/16/12		
A7.61	Cabinetry Details	11/16/12		
A8.10	Interior Elevations	11/16/12		
A8.20	Interior Elevations	11/16/12		
A8.30	Interior Elevations	11/16/12		
A10.10	Finishes	11/16/12		
A10.20	Door Schedule	11/16/12		
A10.30	Window Types and Details	11/16/12		
	Structural			
G4.00	General Notes I	11/16/12		
G4.01	General Notes II	11/16/12		
S1.00	Foundation Plan	11/16/12		
S1.01	Floor Framing Plan	11/16/12		
S1.02	Low Roof Framing Plan	11/16/12		
S1.03	High Roof Framing Plan	11/16/12		
S1.04	Bridge Plans, Sections and Details	11/16/12		
S1.05	Retaining Wall Sections and Details	11/16/12		
S2.00	Moment Frame Elevations	11/16/12		
S2.01	Building Sections I	11/16/12		
S2.02	Building Sections II	11/16/12		
S4.00	Details I	11/16/12		
S4.01	Details II	11/16/12		
S5.00	Typical Details I	11/16/12		
S5.01	Typical Details II	11/16/12		
S5.02	Typical Details III	11/16/12		
S7.00	Schedules	11/16/12	11/20/12	
S7.01	Beam Schedules	11/16/12	11/20/12	
	Mechanical			
M0.0	Mechanical Schedules	11/16/12		

ATTACHMENT "E" - DOCUMENT LIST

Sheet	Description	Date	Revised	Revised
M1.0	Mechanical Basement Floor Plan	11/16/12		
M1.1	Mechanical First Floor Plan	11/16/12		
M1.2	Mechanical Sections	11/16/12		
M1.3	Mechanical Flow Diagram	11/16/12		
	Plumbing			
P0.0	Plumbing Legend, Schedules and Details	11/16/12		
P1.0	Basement Floor Plan – Plumbing	11/16/12		
P1.1	First Floor Plan – Sanitary	11/16/12		
P1.2	First Floor Plan – Domestic Water	11/16/12		
P2.0	Enlarged Basement Floor Plan – Plumbing	11/16/12		
P4.1	Plumbing Risers	11/16/12		
	Fire Protection			
FP0.0	Fire Protection Legend, Schedule and Details	11/16/12		
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50% SPECIFICATIONS
Entitled East Roswell Branch Library

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	(END OF OTHER DOCUMENTS)			

END OF ATTACHMENT "E" - DOCUMENT LIST

ATTACHMENT "F"

ASSIGNMENT OF ANTITRUST CLAIMS

School, Center or Facility: Fulton County Library System

Name of Project: East Roswell Library

Upon receiving award of Contract, the Subcontractor agrees to execute the following Assignment:

For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, _____ _____(*company name*) acting herein by and through _____ _____ (*Authorized individual's name*) its _____ (*Title of authorized individual whose signature appears below*) and duly authorized agent, hereby conveys, sells, assigns, and transfers to (insert Owner's legal name), all rights, title and interest in all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of (insert State) for price fixing, relating to the particular goods or services purchased or acquired by (insert Owner's legal name), pursuant to the above identified project.

Name _____ Signature _____

STATE OF (insert State)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ (name of person acknowledging)

_____
(Signature of Notary Public, State of (insert State))

Print Type or Stamp Commissioned Name of Notary Public

PERSONALLY KNOWN _____ OR PRODUCED IDENTIFICATION _____
TYPE OF IDENTIFICATION PRODUCED _____ (ATTACH COPY)

When dealing with a corporation, partnership or trust or someone who is signing under a power of attorney, the following acknowledgment in a representative capacity is utilized:

STATE OF (insert State)
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

_____ as _____ for
(name of person) (Type of Authority e.g., officer, trustee, attorney in fact)

_____.
(name of Party on behalf of whom instrument was executed)

_____
(Signature of Notary Public, State of (insert State))

Print Type or Stamp Commissioned Name of Notary Public

PERSONALLY KNOWN _____ OR PRODUCED IDENTIFICATION _____
TYPE OF IDENTIFICATION PRODUCED _____ (ATTACH COPY)

ATTACHMENT "K"

SUBCONTRACTOR AFFIDAVIT AND CERTIFICATE OF COMPLIANCE
(U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY PROGRAM)

By executing this affidavit, the undersigned subcontractor certifies and states affirmatively that the individual, firm or corporation which is engaged in supplying materials, equipment, or labor, or performing services or work on the project under a contract with _____ (name of contractor) on behalf of _____ _____ (name of owner) has enrolled in the U.S. Department of Homeland Security E-Verify Program to verify the employment eligibility of all workers employed by them during course of the project and will maintain full compliance with said program for the duration of the contract.

Attach a copy of the U.S. Department of Homeland Security E-Verify Program "Edit Company Profile" screen, indicating enrollment in the E-Verify Program.

The undersigned subcontractor further certifies and states affirmatively that they will require all sub-subcontractors, suppliers, consultants, and other firms performing work under them to enroll and participate in the U.S. Department of Homeland Security E-Verify Program and will obtain from them a copy of the U.S. Department of Homeland Security E-Verify Program "Edit Company Profile" screen(s), indicating enrollment in the E-Verify Program. Copies of all such record(s) shall be made available to the Construction Manager upon request.

_____
Signature

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

Personally known _____or produced identification _____.

_____
(Type of identification)

_____
Notary Public - State of

My Commission Expires _____

_____
(Printed, typed or stamped commissioned name of Notary Public)

SPECIAL CONDITION NO. 1

CONSTRUCTION SCHEDULE

CONSTRUCTION TIME

The construction documents describe the Scope of Work for the completion of the contract. The duration and start date of each activity will be as per the duration and early start date as shown on Ajax Building Corporation of Georgia's Project Schedule.

The following schedule reports will be issued by Addendum:

1. Responsibility & Milestone Sort — Sorted by early start listing all activities that will be the responsibility of the Subcontractor performing the work of this Bid Package as well as major project milestone dates.

SPECIAL CONDITION NO. 2

TEMPORARY REQUIREMENTS

TEMPORARY STORAGE

1. Each Subcontractor shall be responsible for providing their own storage sheds, storage containers, gang boxes, etc. needed for his work. The Subcontractor shall be responsible in all respects for the contents stored therein.

2. Construction Manager shall approve all storage and staging areas prior to the Subcontractor mobilization.

3. No materials or equipment shall be stored within the building unless authorized in writing by the Construction Manager.

4. Storage and staging areas shall be located as shown on the attached site utilization plan.

TEMPORARY UTILITIES

1. Temporary toilets, temporary electric and temporary water will be provided by the Construction Manager. (Refer to Scope of Work for specific Subcontractor responsibilities for providing these services.)

2. Drinking water and ice shall be provided by each Subcontractor.

3. All utilities, related infrastructure, connections, fees, etc. for Subcontractor office trailers (if such trailers are approved by the Construction Manager) will be the responsibility of the Subcontractor.

4. Any special utility requirements (i.e. utility requirements other than standard 120V receptacles and standard ¾" hose bibbs) required in the performance of the Subcontractor's work shall be the responsibility of the Subcontractor.

5. Phone service shall be the responsibility of the Subcontractor.

6. Temporary heat and/or ventilation required to properly execute the work will be the responsibility of the Subcontractor.

SIGNS

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

Fouts Rd
Library Location
Parking &
Short Term
Laydown Area
Construction
Entrance
AJAX OFFICE
© 2012 Google
188 ft
Google earth
gery Date: 10/16/2011
1993
34°00'10.22" N 84°17'41.15" W elev 1059 ft
Eye alt 1817 ft

SPECIAL CONDITION NO. 3

EMPLOYEE PARKING

EMPLOYEE PARKING

1. The Construction Manager will determine the areas where employees may park.

2. Unauthorized vehicles parked on-site will be towed at the Owner's expense.

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

4. Refer to Site Utilization Plan in Special Condition No. 2

SPECIAL CONDITION NO. 4

HOURS OF WORK

For purposes of this project, "normal" working hours shall be 7:00 a.m. to 3:30 p.m. weekdays, except holidays.

Overtime shall be arranged with the Construction Manager 24 hours in advance.

Overtime performed by this Subcontractor to maintain the schedule will be supervised free of charge by the Construction Manager. However, the Construction Manager shall be compensated by the Subcontractor for supervision and other direct costs in excess of normal working hours if the Subcontractor has been directed to work overtime to regain lost progress on their schedule.

It should be understood that overtime work will likely be required to maintain the schedule and the Subcontractor should bid the work and plan his resources accordingly.

Delivery of materials and equipment to the jobsite shall be scheduled and coordinated with the Construction Manager's Project Superintendent. All deliveries must be unloaded by this Subcontractor. If no personnel of this Subcontractor is on site to receive the delivery, the material and/or equipment will be sent back and this Subcontractor will be responsible for the re-delivery of the material or equipment. All resulting re-delivery charges will be paid by this Subcontractor.

SPECIAL CONDITION NO. 5

DOCUMENT ORDER OF PRECEDENCE

In the event of any conflict or discrepancy in the provisions of the Contract Documents, the Documents shall be interpreted on the basis of the following order of priority:

A. Agreement between Construction Manager and Subcontractor, including properly signed Change Orders thereto.

B. Contract between the Owner and Ajax Building Corporation of Georgia.

C. Proposal.

D. Addenda, with later date having greater priority.

E. Special Conditions.

F. Instruction to Bidders.

G. Specifications, drawings, large scale details and/or schedules, drawings, small scale.

SPECIAL CONDITION NO. 6

RE-TESTING AND RE-INSPECTION

The Subcontractor shall be responsible for all associated costs of re-testing and re-inspecting of either non-conforming work or work not ready for scheduled inspections as it relates to the work of this Bid Package.

SPECIAL CONDITION NO. 7

CLEAN-UP

A. This Subcontractor shall provide daily clean-up of all debris resulting from the work of this Bid Package. Clean-up shall take place continuously throughout each day. Should the Subcontractor fail to clean-up the previous day, prior to the start of any work the next day, this Subcontractor shall clean-up all debris. Upon eight hour notice, the Construction Manager may perform the Subcontractor's clean-up and deduct all costs from the Subcontract Agreement.

B. In addition to the above requirement, this Subcontractor will be required to provide labor manpower for general project clean-up as listed below. This manpower will be under the direction of the Construction Manager.

As part of this Subcontractor's base bid for the project, this Subcontractor shall provide 1 men for 8 hours each, 1 days per week, for a total duration of 4 weeks for general project clean-up. A labor rate of $13.00/hr shall be assumed.

C. Dumpsters will be provided by the Construction Manager for construction debris only. The following materials will not be allowed in dumpsters and it is this Subcontractor's responsibility to dispose of these items in a lawful manner.

1. Hazardous materials of any kind.
2. Buckets of any size.
3. Carpet remnants.
4. Household trash.
5. Perishable items.
6. Liquids.
7. Appliances.
8. Computers.

The dumpster location(s) will be designated by the Construction Manager. It is the responsibility of the Subcontractor to remove construction debris from the building or site and to place the construction debris into the dumpsters.

SPECIAL CONDITION NO. 8

OWNER PROVIDED EQUIPMENT

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

2. Within fifteen (15) calendar days after receipt of Notification of Award, the Subcontractor shall submit to the Construction Manager, a schedule, giving desired dates for the delivery of Owner-furnished items. Approved delivery dates 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 the 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 on the bill of lading for reporting to the carrier. Subcontractor shall submit a complete receiving report acceptable to the Construction Manager.

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

ITEM	DESCRIPTION
TBD	TBD

SPECIAL CONDITION NO. 9

JOBSITE COMMUNICATION

ON-SITE COMMUNICATION

This Subcontractor will be responsible for providing for their full-time on-site representative a means of direct electronic communication with the Construction Manager.

This may be accomplished in either of the following ways:

A. Provide Nextel/Sprint Direct Connect service compatible with the Construction Manager's system.

B. Equip the representative with a voice pager device or a mobile telephone which will allow contact during working hours.

EMERGENCY CONTACT PERSON

This Subcontractor shall provide the Construction Manager with all necessary after-hours emergency contact information. The Subcontractor's emergency contact person must be available to respond immediately should an emergency arise and must be someone authorized to make decisions on the Subcontractor's behalf.

SPECIAL CONDITION NO. 10

OWNER DIRECT PURCHASE

The Owner will direct-purchase various materials and equipment for the project. It is intended that the Owner shall have the option to perform direct-purchase for any items when the total materials and/or equipment purchased from a single vendor will be greater than or equal to $5,000 over the course of the project.

Owner direct-purchase will be performed at the sole discretion of the Owner. All Subcontractors shall notify the Construction Manager when material and/or equipment purchases from a single vendor will be greater than or equal to $5,000 over the course of the project. The Construction Manager will provide this information to the Owner for a determination as to whether or not the items will be direct-purchased. Upon notification by the Construction Manager that items will be direct-purchased, the Subcontractor shall promptly prepare a Purchase Order on the Owner's form, outlining the specified materials and/or equipment to be purchased and providing all information required for the issuance of the Owner Purchase Order, including all of the Subcontractor's required terms and conditions.

In order to ensure pricing and delivery, the Subcontractor shall initially issue their own Purchase Order to all vendors. If the Owner elects to perform direct-purchase for the materials and/or equipment, the Subcontractor's Purchase Order will be rescinded upon receipt by the vendor of the Owner's Purchase Order.

Invoices for materials shall be sent directly to the Subcontractor for approval. The Subcontractor shall attach delivery ticket(s), sign and approve each invoice for payment. The invoice, associated backup and cover sheet shall then be sent to the Construction Manager for processing.

The amount of direct-purchase materials will be deducted from the Subcontract Agreement including state and local sales tax at or near the beginning of the project. If the Subcontractor is allowed to reduce sales tax (by Georgia Law), this information shall be provided at bid time. Any deviation of sales tax rate will be accepted only upon receipt of proper documentation. Otherwise, sales tax will be deducted at the current rate.

A deductive change order will be issued for coordination of payment only. The deductive change order will be worded as follows:

"The Subcontractor who is responsible for direct purchase items shall continue to be responsible for any material and/or equipment as though these items were an integral part of the Subcontract. This responsibility includes, but is not limited to: adequate quantity for the purchased items, warranty, receipt, handling, installation and maintenance as specified. The deduction of the Owner's purchase by the order amount is strictly for coordination of payment for material and equipment purchased by the Subcontractor. All vendors are required to execute Ajax Building Corporation's Final Waiver and Release of Lien form prior to final payment."

The following is a list of items that are anticipated to be direct-purchased. This list is not intended to be inclusive of all items and additional items may be directed-purchased as determined by the Owner.

ITEM	DESCRIPTION
TBD	TBD

SPECIAL CONDITION NO. 11

MINORITY, WOMEN AND DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) PARTICIPATION

AJAX COMMITMENT

As a matter of policy, Ajax Building Corporation of Georgia is committed to providing opportunities for all businesses, including small, minority, women, and disadvantaged business enterprises, in the procurement of goods and services and construction related subcontracting. Ajax Building Corporation of Georgia firmly believes that in our free enterprise system, every attempt must be made to fully utilize all of our resources, human as well as material. Our commitment is to promote and maximize the opportunities for MWDBE participation on our projects through the development of mutually beneficial business relationships with the various organizations, subcontractors, suppliers and vendors. Upon request, Ajax Building Corporation of Georgia will make available our talent, knowledge and resources to assist in the development of these business relationships.

PROJECT REQUIREMENTS AND GOALS

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

SPECIAL CONDITION NO. 12

OWNER-CONTROLLED INSURANCE PROGRAM (OCIP)

This project will utilize a mandatory Owner-Controlled Insurance Program (OCIP) for General Liability Insurance. All subcontractors will be required to enroll in Fulton County's OCIP Program as a predecessor to beginning any work on-site. Each subcontractor shall include all insurance costs in their bid proposal (including General Liability Insurance), which will later be verified and removed from Subcontract Agreement by deductive change order. Each subcontractor will be responsible for the administrative duties and reporting required for the execution of this program.

OCIP Exclusions:

1. OCIP shall not apply to haulers/truckers, vendors, suppliers, material dealers, contractors on-site less than 2 days, etc.
2. OCIP shall apply for the work performed at the project site only.
3. OCIP does not cover vehicles, tools, equipment, or work performed off-site.

Note: A copy of Fulton County's Owner-Controlled Insurance Program (OCIP) is attached for informational purposes (total of 31 pages).

FULTON COUNTY GOVERNMENT

LIBRARY CAPITAL IMPROVEMENT PROGRAM

East Roswell Library Branch

Ajax Building Corporation

GENERAL LIABILITY
WRAP-UP MANUAL

Resurgens Risk Management (RRM)/
Willis Insurance Services of Georgia, Inc. (Willis)

Neill Davis, Wrap-Up Administrator, RRM
Phone: (404) 766-8715, Fax: (404) 559-2395
Neill.davis@atlanta-airport.com

INTRODUCTION

FULTON COUNTY GOVERNMENT (Owner) intends to purchase a Wrap-Up Program (Wrap-Up) providing General Liability and Excess Liability insurance for Ajax Building Corporation (Construction Manager) and all Subcontractors of every tier working on the Project who are enrolled in the Wrap-Up. **Participation is mandatory, except for those identified as Excluded Parties, BUT IT IS NOT AUTOMATIC. The Construction Manager and each Subcontractor must follow enrollment procedures as described herein. The Owner has specified that insurance costs be identified in (and subsequently removed from) all initial bids, change orders and final contract value.**

The insurance protection provided by the Wrap-Up, as well as your rights and responsibilities under the program, are as much a part of your Contract as the actual work specifications. All terms and conditions of this Wrap-Up Manual are incorporated by reference into your Contract.

Any questions regarding the particulars of this program can be discussed at pre-bid and pre-award meetings, or by contacting the Wrap-Up Administrator (see directory).

This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the respective insurance policies will govern how coverage is applied.

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DIRECTORY

Owner:	**FULTON COUNTY GOVERNMENT**
Risk Manager	Eldridge Morris Phone: 404-612-0556 E-mail: eldridge.morris@fultoncountyga.gov
Sr. Program Manager (PMT)	Evan Jahn, Heery/Russell Phone: 404-730-2121 Fax: 404-730-2119 E-mail: evan.jahn@fultoncountyga.gov
Construction Manager:	**AJAX BUILDING CORPORATION**
Project Manager	Ed Hill Phone: 770-952-7422 Fax: 770-952-7459 E-mail: ehill@ajaxbuilding.com
Wrap-Up Program Administration:	**RESURGENS RISK MANAGEMENT (RRM)**
Wrap-Up Program Manager	Marlene Butler Phone: 678-298-5126 E-mail: mbutler@rrmgt.com
Wrap-Up Administrator	Neill Davis Phone: (404) 766-8715 Cell: (404) 725-6103 Fax: (404) 559-2395 E-mail: neill.davis@atlanta-airport.com
Wrap-Up Claims Consultant:	**WILLIS** Pati Caldwell Phone: 813-490-6841 Cell: 727-798-5460 Fax: 813-281-2234 E-mail: pati.caldwell@willis.com

DEFINITIONS

Contract: The written agreement between FULTON COUNTY GOVERNMENT and Ajax Building Corporation or between Ajax Building Corporation and its Subcontractors of every tier.

Construction Manager: Ajax Building Corporation

Enrolled Contractor(s): The Construction Manager and Subcontractors of any tier who has been awarded work and met the requirements to become enrolled in the Wrap-Up as evidenced by a certificate of insurance issued by the Wrap-Up Administrator. The Owner may, at its discretion, include a Subcontractor who, otherwise by definition, would be an Excluded Party.

Excluded Parties: Contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement, EFIS, or other hazardous material contractors, or others merely making deliveries to or pickups from the Jobsite. In addition, Subcontractors whose contract price is less than $10,000 will be excluded from the Wrap-Up. The Owner may, at its discretion, exclude others from the Wrap-Up.

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the certificates of insurance.

Insurer(s): *TBD*

Jobsite: East Roswell Library Branch, part of Library Capital Improvement Program***,*** the premises owned by the Owner as described in the Contract between Owner and the Construction Manager. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: FULTON COUNTY GOVERNMENT

Project: Library Capital Improvement Program

Project Manager: The individual assigned by the Construction Manager with overall Project responsibility.

Subcontractor: Any individual, firm, or corporation undertaking construction or other services under a Contract with the Construction Manager or another Subcontractor to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

Wrap-Up: A program under which General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing operations at the Jobsite.

Wrap-Up Administrator: The individual employed by the Wrap-Up Program Manager who is responsible for the day-to-day administration of the Wrap-Up.

Wrap-Up Program Manager: Resurgens Risk Management

GENERAL PROVISIONS

The Construction Manager and each Subcontractor of any tier shall comply with each of the provisions stated herein:

1. Mandatory Compliance

Participation is mandatory, except for those identified as Excluded Parties.

2. Meeting Attendance

At the request of the Owner or the Construction Manager and its Subcontractors shall attend any meetings held to explain and discuss the Wrap-Up.

3. Wrap-Up Manual Incorporated into Bid Specifications and Contract

This Wrap-Up Manual will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bid. In addition, this Wrap-Up Manual will be incorporated by reference into the successful bidders awarding Contract and accordingly, all provisions require mandatory compliance.

4. Commencement of Work

Subcontractors shall not commence work at the Jobsite until:

a) If enrolled under this Wrap-Up, having received a certificate of insurance issued by the Wrap-Up Administrator, or

b) If excluded under this Wrap-Up, having provided a certificate of insurance as required in this manual.

INCIDENT REPORTING AND SAFETY

All Jobsite incidents/accidents must be reported to the Project Manager.

The Project Manager will:

- Work with the involved Subcontractor(s) to take necessary action to stop any unsafe act or condition in order to prevent further injury or damage.
- Provide the Supervisor's Incident Investigation Report and the Claim Reporting Form to the involved Subcontractor(s) to be completed.
- Coordinate the investigation surrounding the incident/accident and assure completion of required investigative reports.
- Report the incident/accident to WILLIS (see directory) and will include the Investigation Report and Claim Form.

The Construction Manager and Subcontractors will assist in the handling, investigation, and mitigation of all incidents regardless of whether the incident results in an injury or insurance claim.

The Construction Manager shall be responsible for designing and implementing a comprehensive project specific safety, health and loss prevention program.

All subcontractors will be required to follow the Construction Manager's safety, health and loss prevention program. A written Safety Plan is required to be submitted by the Construction Manager and accepted by Fulton County (Risk Manager) before any on-site work can begin. The Safety Plan must include but not limited to all items in the Contract concerning safety requirements, accident investigation procedures, safety audits/survey schedule, safety rules, return to work protocols and the name of the designated contractor's project safety representative.

INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for the Construction Manager and Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain General Liability and Excess Liability coverages until final completion, but in no event beyond the expiration date of the OCIP policy. As defined in the policy, Products/Completed Operations coverage is extended for 10 years or the Statute of Repose, whichever is less. In addition, this program includes an extended warranty/repair work provision which extends coverage in the event an Enrolled Contractor returns to the project site to perform warranty or repair work as defined by the policy. Summaries of the insurance coverages to be provided by the Insurer(s) are as follows:

1. **Commercial General Liability Insurance**

   Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (exclusive of defense costs):

$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate*
$1,000,000	Personal Injury and Advertising Liability
$50,000	Fire Legal Liability
$12,500	Each Occurrence – Construction Manager's financial responsibility for Property Damage to the extent loss is attributable to, involves, or relates to the performance, actions, or negligence of the Construction Manager or its Subcontractors.

   ** The Products/Completed Operations Aggregate is a single limit for the entire policy term, inclusive of the 10 year extension period.*

2. **Excess Liability Insurance**

   Excess Liability will be provided with limits of $25,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Item 1 above.

3. **Builders' Risk and Contractors' Pollution Liability**

   Please refer to the contract between Fulton County and the Construction Manager for additional information on builders' risk and pollution liability.

4. **Certificates of Insurance**

   The Wrap-Up Administrator will issue certificates of insurance for Commercial General Liability and Excess Liability to the Construction Manager and each Enrolled Subcontractor.

5. Insurance Policies

The summary of coverages contained in this Wrap-Up Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Specimen General Liability and Excess Liability policies are available upon request.

6. Wrap-Up Insurance Premiums

The Owner is responsible for the payment of the Wrap-Up premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the Wrap-Up shall be to the benefit of the Owner and are hereby assigned to the Owner.

7. Wrap-Up Cancellation, Termination or Modification

Notwithstanding any other provision in this manual, It is the Owner's intent to keep the Wrap-Up in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the Wrap-Up. To exercise this option, the Owner will provide 15 calendar days advance, written notice to all Insureds covered under the Wrap-Up.

Enrolled Contractors will be required to immediately effect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' approved Form 1. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the Wrap-Up.

INSURANCE PROVIDED BY THE CONSTRUCTION MANAGER AND ALL SUBCONTRACTORS

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

1. **Automobile Liability Insurance**

   All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles used in connection with the Project. Must include Broadened Pollution Endorsement CA9948 and MCS 90.

   Limits of liability of at least $1,000,000 for each accident for bodily injury and property damage combined.

2. **Workers' Compensation and Employer's Liability**

   All Contractors must have Workers' Compensation and Employer's Liability insurance covering for <u>all</u> operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and the Construction Manager and provide the following limits:

   a. Workers' Compensation - Statutory Limits
   b. Employer's Liability -

$1,000,000	Each Accident
$1,000,000	Each Disease - Each Employee
$1,000,000	Each Disease - Policy Limit

   c. To include U.S. Longshoremen and Harbor Workers Act

3. **Commercial General Liability Insurance (Including Contractual Liability)**

   All Enrolled Contractors must have General Liability insurance covering third party losses that occur <u>away</u> from the Project and after final completion or Wrap-Up termination or cancellation. Excluded Parties must provide this coverage for <u>all</u> operations relating to this Project.

Coverage shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Broad Form Property Damage, Fire Legal Liability, Independent Contractors, and Products/Completed Operations. Provided below are the minimum insurance limits required:

Limits	**All Parties**
$1,000,000	Each Occurrence
$2,000,000	General Aggregate
$2,000,000	Products/Completed Operations Aggregate*
$1,000,000	Personal Injury and Advertising Liability
$ 100,000	Damages to Rented Premises

*Including term up to 5 years after substantial completion

4. Excess/Umbrella Liability

The Construction Manager: $5,000,000 Each Occurrence/Aggregate

Subcontractors: $1,000,000 Occurrence/Aggregate

5. Aviation Liability

If required by the Owner, Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of $10,000,000 each occurrence.

6. Watercraft Liability

If required by the Owner, Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Construction Manager or the applicable Subcontractor in connection with the Project, including bodily injury with a minimum limit of $10,000,000 each occurrence.

7. Qualifications of Insurers

Each Insurer who provides any insurance coverage required by this section must meet each of the following requirements:

a. The Insurer must be duly licensed and/or authorized by the State of Georgia to transact a property and/or casualty insurance business in the State of Georgia;

b. The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of Class V1 or higher.

8. Certificate of Insurance

Prior to commencing any work at the Jobsite, the Construction Manager and all Subcontractors must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to RRM.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

a) Reference to: FULTON COUNTY GOVERNMENT, Library Capital Improvement Program

b) Additional Insured: The Construction Manager and Subcontractors shall include FULTON COUNTY GOVERNMENT and Ajax Building Corporation as additional Insureds (as respects Automobile, General and Excess/Umbrella Liability). Coverage must be primary and non-contributory.

c) Waiver of Subrogation (as respects to Workers Compensation) in favor of FULTON COUNTY GOVERNMENT and Ajax Building Corporation.

d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier; or if unavailable, Construction Manager or Subcontractors must provide Owner with thirty (30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

9. Other Insurance Needed As Determined by Enrolled Contractors

The Wrap-Up, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this Wrap-Up. It is suggested that Enrolled Contractors' General Liability policies exclude coverage for this Jobsite only to the extent coverage is provided for this Project by the Wrap-Up. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Any policy of insurance covering owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the Construction Manager, their employees, agents or assigns.

ENROLLING IN THE OCIP – COMPLETING THE FORMS

Step 1 - Online Registration Process

The OCIP utilizes an online enrollment program through Resurgens Risk Management. Construction Managers and all Subcontractors shall complete the online enrollment as outlined below.

Key Information You Will Need To Begin

1. FC Number (ex. FC-9999)
2. Company's Federal Identification #
3. Certificate of Insurance
4. WC and GL Rate Sheets

New Users

1. Go to OCIP online registration site at https://www.rrmgt.com/
2. Complete New User Registration information on OCIP main page.
3. Verify your account by entering the user validation code, which will be sent via email.
4. Wait for Construction Manager's online approval; then proceed with registration process.

Existing Users

1. Go to OCIP online registration site at https://www.rrmgt.com/
2. Enter username / password.
3. Under the heading New OCIP Registration, select Register, enter project number.
4. Update user profile, select awarding contractor; then proceed with online registration.

Completing Online Forms

1. Complete Form 1, Check the Signature Box, Send.
2. Complete Form 2, Check the Signature Box, Submit.
3. Review your Submittal Form, Send.
4. You will receive a notice which states "Your Registration application is complete."
5. Email or fax the following to Neill Davis @ Neill.Davis@atlanta-airport.com or (404) 559-2395
    a. Insurance Certificate (See sample certificate in Forms Section)
    b. General Liability Additional Insured Endorsement (Comparable to CG 20 10 11/85)
    c. Workers Compensation and General Liability Policy Declaration and Rate Sheets

For detailed registration instructions, go to https://www.rrmgt.com/
Select "Instructions" at the bottom of the page.

Step 1 - Online Registration Process

Important Notes

☆ 1. Subcontractors may not commence work on this Project until enrollment is complete which requires that all forms are received, approved, and a certificate of insurance is provided by the OCIP Administrator to the Enrolled Contractor.

☆ 2. Enrollment is NOT automatic – Contractors are required to submit a separate registration for each project/contract they are performing work under. Excluded contractors (those not eligible to participate in the OCIP due to contract value or scope of services) are also required to complete the online registration.

☆ 3. Failure to submit the completed forms and documentation to the OCIP Administrator within 30 days of the initial request may result in a delay of your monthly progress payments and/or an insurance cost deduction to your contract based on a percentage of your contract value (as determined by the OCIP Administrator).

4. Premiums should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period. The Insurance Deduction will be based on the amount shown on the Form 2 OR the amount included in the original bid, whichever is higher

5. Accurately estimate payroll anticipated for this Contract (initial bid and all change orders) so as to develop an accurate bid deduction for the insurance costs. If it is determined at any time that your payroll was underestimated, there will be an interim adjustment of the bid deduction. At completion of the each Enrolled Contractor's work, a final audit will be conducted of the actual payroll, receipts and insurance costs. The variance will be calculated based on the earned payroll or receipts less those estimated during the bidding and change order process. The earned insurance cost will be based on the rates, experience modification factor and credits shown on the approved Form 2. These rates will be applied to the entire project period. The difference will be adjusted from the Contract amount prior to the release of retainage.

6. The Insurer has the right to examine and/or audit all records pertaining to this Project.

7. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the OCIP Administrator should the work being performed not coincide with the classification codes and rates submitted in the Form 2.

Step 2 – Updating Enrollment to Include Change Orders

Enrolled Contractors must submit a Form 3 – Supplemental Insurance Information Form for any scope of work change orders to their contract for $20,000 or greater.

Completing Online Form

1. Go to https://www.rrmgt.com/
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 3.
5. Provide additional contract value, scope of work, start/end dates, estimated man-hours and new Workers Compensation and General Liability codes, rates, etc.
6. Enter your name in the “Form Completed By” field, insert phone number, Submit.
7. Acceptance is subject to Construction Manager’s approval.

Step 3 – Online Payroll Reporting

Enrolled Contractors must submit a Form 5 - Monthly Man Hours Report for payroll associated with **Onsite** work for this Project, from the date of enrollment until a closeout form has been submitted. **Payroll reports are due by the 10th of each month.**

Form 5 – Monthly Man Hours Report

1. To submit online payroll reports, go to https://www.rrmgt.com/
2. Sign into your user account
3. Select the applicable project number from the drop down box under Active Enrollments
4. Select Form 5
5. Enter reporting month/year, payroll, hours (regular and overtime) and OSHA 300 information

Important Notes

1. Payroll must be submitted separately for each contract awarded.

2. If no work is performed at the site during the reporting period, a report must still be submitted showing "Zero Payroll/Receipts".

3. Use of Class Code 8810 shall apply ONLY to Onsite clerical employees who remain in the Onsite trailer and do not walk the Project.

4. Use of Class Code 5606 shall apply ONLY to individuals dedicated full time to this Project site, who work mainly inside the onsite trailer, and supervised through foreman. Those who directly supervise work must be classified under the governing (majority) class code. Individuals classified under 5606 may not have their time split with another class code.

5. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the OCIP Administrator should the work being performed not coincide with the classification codes and rates submitted.

Failure to promptly provide payroll information will result in a delay of your monthly progress payments.

Step 4 – Substantial Completion of Work

Form 4 – Notice of Substantial Completion

Enrolled contractors will receive a notification from the system upon completing 85% of their work. At this point, subcontractors are required to update their contract information online as outlined below.

1. Go to https://www.rrmgt.com/
2. Sign in to user account
3. Select the applicable project number from the drop down box under Active Enrollments
4. Select Form 4
5. Insert estimated date of completion
6. Provide names of subcontractors completing work on the same date
7. Update company information if necessary
8. Enter form completed by and phone number and submit

Important Notes

1. Please verify that all payroll and hours have been reported accurately.

2. Confirm that all scope of work change orders for $20,000 and above have been entered into the system.

Step 5 – Completion of Work

Form 6 – Notice of Completion

Each Enrolled Contractor will submit a Form 6 - Notice of Completion**,** once the Enrolled Contractor has completed all of its work (including punch-list items).

1. To submit an online Form 6 – Notice of Completion Form, go to https://www.rrmgt.com/
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 6.
5. Insert date of completion.
6. Provide names of subcontractors completing work on the same date.
7. Update company information if necessary.
8. Enter your name in the "Form Completed By" field, insert your phone number, Submit.
9. Acceptance is subject to Construction Manager's approval.

Upon receipt and approval of the Form 6 – Notice of Completion:

The OCIP Administrator shall:
Compute bid deduct reconciliation and forward Enrolled Contractor's bid deduct reconciliations to the Construction Manager and forward Ajax Building Corporation's bid deduct reconciliation to the Owner. Once the final insurance deductions have been approved by the OCIP Administrator, the Construction Manager and Owner, no further adjustments, revisions or corrections to the insurance deductions will be allowed.

The Owner (for Ajax Building Corporation) or the Construction Manager (for all Subcontractors) shall:
Close out the Construction Manager's Contract. The Construction Manager closes out the Subcontractor's Contract.

Form 1 – OCIP Enrollment Request Form Part I

Resurgens Risk Management

Fulton County Government East Roswell Library
REQUEST FOR INSURANCE

Neill Davis, OCIP Administrator / neill.davis@atlanta-airport.com
1255 South Loop Road, College Park, GA 30337
Fax (404) 559-2395<

FORM 1

NOTE: The Primary Contractor must complete the FCG Form 1 for EACH subcontractor on the project, as well as for the Primary.

* Fields marked with asterisk are REQUIRED for submission of this form.

FORM 1.1: COMPANY CONTACT INFORMATION

Project ID* _____ Project Name* _____

Name of Firm* _____ FEIN* _____

Address* _____ City, State, Zip* _____

Phone Number* _____ Contractor is* Inc. ☐ Sole Prop. ☐ JV ☐ Partnership ☐

Web Address _____ Ownership Af.Amer. ☐ Hisp ☐ Female ☐ Disadv ☐

Office Contact Name*	Phone*	Ext*	Fax*	E-Mail*

Safety Contact Name	Phone	Ext	Fax	E-Mail

Site Contact	Phone	Ext	Fax	E-Mail

Payroll Contact	Phone	Ext	Fax	E-Mail

Form 1 – OCIP Enrollment Request Form Part I *(Cont.)*

FORM 1.2: COMPANY CONTRACT INFORMATION

Type of Work*

Start Date (mm/dd/yyyy)

Est. Completion (mm/dd/yyyy)

Contract Value*

Estimated Payroll*

Est. Total Manhours*

Est. # of Subs

Est Manhours Sub

Awarding Contractor*

Primary Contractor

FORM 1.3: CONFIRMATION

Form 1 completed by (name)*

Date

Title

Phone*

I certify that I am the above-described person, legally authorized and eligible to submit the information contained on this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Government East Roswell Library OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

Form 2 – OCIP Enrollment Request Form Part II

Resurgens Risk Management

Attention: Neill Davis, OCIP Administrator / neill.davis@atlanta-airport.com
1255 South Loop Road, College Park, GA 30337
Fax (404) 559-2395

FORM 2

NOTE: Required insurance coverages and limits are shown in the contractor instruction materials.
Information disclosed on this form is subject to audit and adjustment throughout the term of the project.
After completing this form, fax your policy declaration pages and schedule rate sheets to (404) 559-2395.

NO certificates or policies will be provided under the OCIP until this form and all related documents are received.

* Fields marked with asterisk are REQUIRED for submission of this form.

FORM 2.1: INSURANCE PROVIDER INFORMATION

Project

Project Name

Contractor

FEIN

CURRENT INSURANCE INFORMATION

Required insurance coverages and limits are shown in the Bid Brochure, Paragraph "A".
Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

Insurance Broker or Agent Company*

Ins. Company Location

Insurance Contact

Phone*

Fax

Email

FORM 2.2: WORKMENS COMPENSATION INFORMATION

Workers Comp Insurance Co.

Policy Period(mm/dd/yyyy)* to

Policy Number*

WC Experience Modifier*

Deductible

Retention

Form 2 – OCIP Enrollment Request Form Part II *(Cont.)*

FORM 2.2: WORKMENS COMPENSATION INFORMATION (cont.)

*WC Code**	*Rate**	*Est. Payroll**	*Premium**

Subtotal*:	
Increased Limit Factor	
Experience Modifier	
Standard Premium	
Deduct Credit	
Drug Free Workplace Credit	
Premium Discount	
Expense Constant	
Terrorism	
Total WC Premium*	

Although credits should be identified, the only allowable credits are Experience Modifier and Premium Discount.

It is extremely important to accurately estimate payrolls for this contract. Payroll should be raw wages without burden, fringes or overtime premium, but should include sick, vacation, holiday pay and imputed income.

After submitting this form, fax a copy of your declaration page and schedule rate sheet; no enrollment will be processed until they are received.

FORM 2.3: GENERAL LIABILITY INFORMATION

Current GL Insurance Company

Policy Period (mm/dd/yyyy)* to

GL Policy Number*

GL Rate Based On (select one)*:

☐ Payroll ☐ Receipts ☐ Receipts per $100 ☐ Receipts per $1000 ☐ Flat Rate Premium

Form 2 – OCIP Enrollment Request Form Part II *(Cont.)*

FORM 2.3: GENERAL LIABILITY INFORMATION (cont.)

*GL Code**	*Rate**	*Est. Payroll/ Receipts**	*Premium**

Subtotal*

It is extremely important to accurately estimate payrolls anticipated for this project if GL premiums are based on payroll and to accurately estimate receipts if GL premiums are based on receipts..

Premium Discount:

After submitting this form, fax a copy of your declaration page and schedule rate sheet; no enrollment will be processed until they are received.

Total GL Premium*

Estimated Subcontractor Premiums (Submit cost identification sheet for each subcontractor or calculate 3% of subcontractor value for each subcontractor's estimated insurance cost) *

FORM 2.4: UMBRELLA & BUILDER'S RISK COVERAGE

Umbrella Insurer	Coverage Limit	Policy Period (mm/dd/yyyy)	Policy Number	Premium
		to		

Builders Risk Insurer	Coverage Limit	Policy Period (mm/dd/yyyy)	Policy Number	Premium
(if none or unknown, leave these spaces blank)			*(enter number values, or leave blank if none or unknown)*	
		to		

This amount must equal the insurance credit indicated on your bid proposal. "Grand Total Premiums" represents the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

Grand Total Premiums

FORM 2.5: AUTO INSURANCE INFORMATION

Current Auto Liability Insurance Company	Policy Period (mm/dd/yyyy to mm/dd/yyyy)	Auto Policy Number*
	to	

Liability Coverage Limit	# Vehicles Covered	# Vehicles On Site	# Mobile Equipment	Total Auto Annual Premium

Form 2 – OCIP Enrollment Request Form Part II *(Cont.)*

FORM 2.6: CONFIRMATION

NOTE: It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from its current insurance program.

Fulton County as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and payroll records used in determining the above credit. At completion of the work, Fulton County's Agent shall audit the project payroll records of Contractor and adjust contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to Fulton County. This assignment is valid for insurance policies whose premiums have been paid by Fulton County on behalf of such Contractor.

Fax all supporting information to the number above as soon as you have completed this form.
NO certificates or policies can be provided until this form and all related documents are received.

Signed (Name of person completing form)*

Date Completed

Title

Phone*

I understand that this web-based form constitutes a legal document. I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Fulton County Government OCIP program.
I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature

Basis of Insurance Cost Calculation – Coverage and Limits

1. **Workers' Compensation** - Applicable Statutory Limits

2. **Employer's Liability** – $1,000,000 Each Accident
   $1,000,000 Each Disease - Each Employee
   $1,000,000 Each Disease - Policy Limit

3. **Commercial General Liability** –
   $ 1,000,000 Each Occurrence
   $ 2,000,000 General Aggregate
   $ 2,000,000 Products/Completed Operations Aggregate*
   $ 1,000,000 Personal Injury and Advertising Liability
   $ 100,000 Damages to Rented Premises

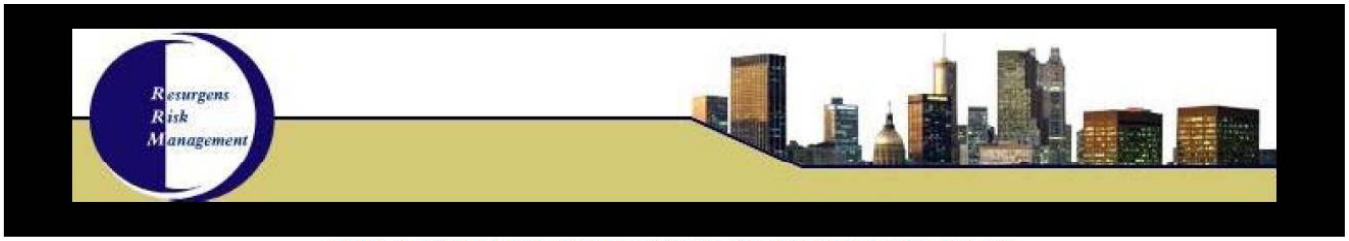
   *Including term up to 5 years after substantial completion

4. **Excess/Umbrella Liability**

   The Construction Manager: $5,000,000 Each Occurrence/Aggregate

   Subcontractors: $1,000,000 Occurrence/Aggregate

Form 3 – Supplemental Insurance Information



SUPPLEMENTAL INSURANCE INFORMATION FORM

Neill Davis, OCIP Administrator / neill.davis@atlanta-airport.com

1255 South Loop Road, College Park, GA 30337 Fax (404) 559-2395

FORM 3

Contractor:				FEIN:			
Address							
Office Contact		Phone		EMail		Fax	
Project ID		Value		Type of Work			
Awarding Contractor				Prime			
Start Date		Expected Completion		Est Manhours			

For work to be performed under this Contract/Change Order: Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

WC Code	Rate	Est. Payroll	Premium

GL Code	Rate	Est. Payroll	Premium

It is extremely important to accurately estimate payrolls. Payroll should be raw wages without burden, fringes or overtime premium, but should include sick, vacation, holiday pay and imputed income.

Increased Limit Factor	
Experience Mod Rate	
Discounts/Surcharges	
Expected Losses	
Total WC / GL Premium	
Estimated Subcontractor Premiums **(Fax Cost Identification Sheet for Each Subcontractor or Calculate 3% of Subcontractor value for Each Subcontractor's Estimated Insurance Cost)**	
Excess Liability	
TOTAL	

I certify that I am the above-described person, legally authorized to submit this information on behalf of the above-described contractor in relation to work within the scope of the FCG OCIP program. I affirm that this document is true and complete to the best of my knowledge.

Signature	Printed Name	Phone	Date

Form 4 – Notice of Substantial Completion

Fulton County Government East Roswell Library
Attention: Neill Davis / neill.davis@atlanta-airport.com
1255 South Loop Road, College Park, GA 30337
(404) 559-2395

FORM 4
NOTICE OF SUBSTANTIAL COMPLETION (85%)

Contractor (Name) _____ FEIN _____

Please be advised, we are scheduled to complete our work for

Awarding Contractor _____ Prime _____

Project ID/Title _____ Completion Date _____

We used the following subcontractors, who will also complete their work on the date shown above

○ This is our only job for the Fulton County Government Library Capital Improvement Program

○ We are still working on the following jobs for FCG Library Capital Improvement Program:

Awarding Contractor	Job Name and Description	Prime Contractor

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information

Name _____

Phone _____ Fax _____

Email _____

Address _____

Signature _____ Printed name _____ Date _____

Form 5 – Monthly Man Hours Report

Fulton County Government East Roswell Library

Attention: Neill Davis, OCIP Administrator / neill.davis@atlanta-airport.com
1255 South Loop Road, College Park, GA 30337
Fax (404) 559-2395

FORM 5

Contractor FEIN
Project ID
Name
Project Name
Address
City, State ZIP

Office Contact | Office Phone | Fax | Email

Payroll Contact | Payroll Phone | Fax | Email

Awarding Contractor
Primary Contractor

Month / Year

Pay & Hours

WC Code	Total WC Pay	Hours Reg	Hours OT
TOTALS			

OSHA 300 Log: Illness & Injury

Date Of Illness/Injury	Type Illness/Injury	Recordable Yes No	Lost Work Yes No	Fatality Yes No	Days Lost	Days Restricted

I certify that I am the above-described person, and that I am legally authorized to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the FCG OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.

Signature | Printed Name | Date

Form 6 – Notice of Completion

Fulton County Government East Roswell Library
Attention: Neill Davis / neill.davis@atlanta-airport.com
1255 South Loop Road, College Park, GA 30337
(404) 559-2395

FORM 6
COMPLETION OF WORK

Contractor (Name) _____ FEIN _____

Please be advised, we are scheduled to complete our work for
Awarding Contractor _____ Prime _____
Project ID/Title _____ Completion Date _____

We used the following subcontractors, who will also complete their work on the date shown above

_____

○ This is our only job for the Fulton County Government Library Capital Improvement Program
○ We are still working on the following jobs for FCG Library Capital Improvement Program:

Awarding Contractor	Job Name and Description	Prime Contractor

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information

Name _____
Phone _____ Fax _____
Email _____
Address _____

_____ _____ _____
Signature Printed name Date

Fulton County – Library Capital Improvement Program

Sample COI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY)

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

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

PRODUCER	CONTACT NAME:	
INSURANCE AGENT'S NAME **ADDRESS** **CITY, STATE ZIP CODE** **TELEPHONE NO. (INCLUDING AREA CODE)**	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED	INSURER A : ABC Insurance Company	
YOUR COMPANY NAME	INSURER B : DEF Insurance Company	
ADDRESS	INSURER C : GHI Insurance Company	
CITY, STATE, ZIP CODE	INSURER D : JKL Insurance Company	
TELEPHONE NO. (INCLUDING AREA CODE)	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE	$1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence)	$50,000
	CLAIMS-MADE / OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	$2,000,000
	POLICY / PRO-JECT / LOC							
B	AUTOMOBILE LIABILITY			Policy Number	MO/DAY/YR	MO/DAY/YR	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY(Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE	SEE
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	Limit
	DED / RETENTION $							Requirements
D	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number	MO/DAY/YR	MO/DAY/YR	OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE – EA EMPLOYEE	$500,000
							E.L. DISEASE – POLICY LIMIT	$500,000
	OTHER							

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: FULTON COUNTY GOVERNMENT, Library Capital Improvement Program ADDITIONAL INSURED (AUTO, GENERAL & EXCESS/UMBRELLA LIABILITY): FULTON COUNTY GOVERNMENT and Ajax Building Corporation. Coverage is primary & non-contributory.
WAIVER OF SUBROGATION (WORKERS' COMPENSATION) for: FULTON COUNTY GOVERNMENT and Ajax Building Corporation

CERTIFICATE HOLDER	CANCELLATION
Ajax Building Corporation **c/o Resurgens Risk Management** **Fax: (404) 559-2395** **Neill.davis@atlanta-airport.com**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

PLEASE SUBMIT TO: RRM, Neill Davis

Phone No. (404) 766-8715, Fax No. (404) 559-2395, E-Mail Address: neill.davis@atlanta-airport.com

SPECIAL CONDITION NO. 13

FULTON COUNTY FORMS, FIRST SOURCE JOBS PROGRAM AGREEMENT

There are a number of Fulton County Forms which must be completed and provided with Subcontractor Bids:

1. Exhibit A – Promise of Non-Discrimination. (1 page)
2. Exhibit B – Employment Report. (1 page)
3. Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services. (1 page)
4. Form 2 – First Source Jobs Program (1 page)

The contract for Construction Management Services for this project requires that a good faith effort shall be made to fill 50% of the entry level positions created by this project using the Fulton County First Source Jobs Program. As a condition of the subcontract issued for this bid package, the subcontractor is required to comply with these provisions. As part of that subcontract agreement, the successful subcontractor will be required to execute the attached FORM 3 at time of subcontract execution and complete the attached FORM 2 providing information about expected positions. Thereafter, the subcontractor shall maintain records, and submit on a monthly basis along with their subcontractor pay application, the actions they have taken in regards to complying with these provisions. Those records must identify the number of new entry level positions created as a result of the project within the prior month, along with whether that position was filled utilizing the First Source Jobs Program. Failure to comply with the provisions of this policy may result in up to 10% of all future payments related to the project to be withheld until such time as compliance with the policy is demonstrated.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

_____ _____
Title Firm Name

Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,

2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,

3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,

4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,

5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

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

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

FIRMS'S NAME _____

ADDRESS _____

TELEPHONE _____

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

Submitted by: _____ Date Completed: _____

EXHIBIT D

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

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

To:_____
(Name of Prime Contractor Firm)

From:_____
(Name of Subcontractor Firm)

ITB/RFP Number:_____

Project Name:_____

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

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

(Prime Bidder)	(Subcontractor)
Signature_____	Signature_____
Title_____	Title_____
Date_____	Date_____

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

SPECIAL CONDITION NO. 14

WORKER SCREENING REQUIREMENTS

All trade contractors, subcontractors, sub-subcontractors, suppliers, consultants, and other firms supplying materials, equipment, or labor, or performing services or work on the project will be required to adhere to the following Worker Screening Requirements.

E-VERIFY PROGRAM (U.S. DEPARTMENT OF HOMELAND SECURITY)

All trade contractors, subcontractors, sub-subcontractors, suppliers, consultants, and other firms supplying materials, equipment, or labor, or performing services or work on the project shall enroll and participate in the U.S. Department of Homeland Security E-Verify Program to verify the employment eligibility of all workers employed by them during course of the project.

All subcontractors and vendors directly contracted or employed by the Construction Manager shall certify compliance with the U.S. Department of Homeland Security E-Verify Program by:

1. Executing applicable subcontract attachment(s) and filing such attachment(s) with the Construction Manager at time of contract execution.

2. Providing the Construction Manager with a copy of the U.S. Department of Homeland Security E-Verify Program "Edit Company Profile" screen, indicating enrollment in the E-Verify Program.

All subcontractors and vendors contracted or employed by the Construction Manager shall require all sub-subcontractors, suppliers, consultants, and other firms performing work under them to enroll and participate in the U.S. Department of Homeland Security E-Verify Program and shall obtain from them a copy of the U.S. Department of Homeland Security E-Verify Program "Edit Company Profile" screen(s), indicating enrollment in the E-Verify Program. Copies of all such record(s) shall be made available to the Construction Manager upon request.

SEXUAL OFFENDER / SEXUAL PREDATOR SCREENING

All prospective workers of all trade contractors, subcontractors, sub-subcontractors, suppliers, consultants, and other firms who will be performing services or work on the project site will be required to successfully pass a background screening to ensure that the prospective worker is not a registered sexual offender / sexual predator on the Dru Sjodin National Sex Offender Public Website.

WORKER SCREENING AND BADGING PROCEDURES

The Construction Manager will be utilizing a worker badging system for the purpose of identifying eligible workers on the project site. All worker badges will be issued by the Construction Manager and are a prerequisite to workers being allowed to work on the project site. Worker badges must be worn and clearly visible at all times. For your workers to be issued badges, the following procedures shall be followed:

1. Executed subcontract attachment(s) shall be returned to the Construction Manager with your executed contract.

2. The Construction Manager shall be provided a copy of the U.S. Department of Homeland Security E-Verify Program "Edit Company Profile" screen, indicating enrollment in the E-Verify Program.

3. Employer shall provide the Construction Manager with picture identification (Driver's License, State Issued ID Card, Passport, Visa) and passport size photograph (1 inch x 1 inch head shot) of each prospective worker. This information shall be submitted electronically to the Construction Manager. Note: It is preferred that each employer prepare and submit this information as a single submittal for all workers proposed to work on the project so that they can be processed as a group.

4. The Construction Manager will enter each prospective worker's name into the Dru Sjodin National Sex Offender Public Website to ensure that they are not a registered sexual offender / sexual predator.

   Each prospective worker successfully passing the Dru Sjodin National Sex Offender Public Website background screening will be issued a badge which will allow him/her to work on the project site. These worker badges will be made available to the Construction Manager's Project Superintendent for distribution to your workers.

If any prospective worker fails to pass the Dru Sjodin National Sex Offender Public Website background screening, the employer will be notified, the prospective worker will not be issued a badge, and the prospective worker will not be allowed to work on the project site.

5. Prior to starting work on the project site, each approved worker shall present themselves to the Construction Manager's Project Superintendent who will ensure that the worker undergoes the required safety orientation for the project and issue the worker their badge.

All of the above listed Worker Screening Requirements shall be required prior to the commencement of any work on the project site. Please ensure that all information is provided to the Construction Manager at least one (1) week prior to your scheduled start date, allowing adequate processing time for background checks and preparation of worker badges.

Bond No. _____

PAYMENT BOND
[Subcontract]

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the "Principal") as Principal and _____
a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto **Ajax Building Corporation of Georgia** ("Obligee"), in the sum of _____
Dollars ($_____), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a Subcontract with Obligee, dated the _____day of _____, 20____, a copy of which Subcontract is by reference made a part hereof, to provide the work required to complete and to complete the following described items of work: _____
_____
_____
and to furnish all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, completely clean all work and remove all debris from jobsite and perform all work necessary to complete that part of the work agreed to be performed, in connection with the project known as: _____
_____
all as shown and called for in the plans, drawings, and specifications, including addenda thereto if any, and including the general conditions as prepared by the architect and/or engineer named in said Subcontract, which plans, drawings and specifications, including addenda thereto if any, and general conditions, are hereby acknowledged to have been read and examined by all of the parties hereto and are hereby specifically made a part of this agreement insofar as they may be applicable.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Promptly makes payment to all lienors as defined in Georgia Statutes, supplying labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Subcontract; and

2. Pays the Obligee all loss, damage, expense, costs, and attorneys' fees, including appellate proceedings, that the Obligee sustains because of default by the Principal under Paragraph 1 of this Bond;

then this Bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

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

2. Any statute of limitations applicable to this Bond shall be extended for a period of ninety (90) days from the expiration of all statutes of limitation applicable to any claims against the Obligee by any claimants under this Bond.

THIS BOND DATED THE _____ DAY OF _____, 200___.

_____ (SEAL)
[Principal]

Attest:

_____
[Business Address]

_____
[Secretary]

By: _____
[Signature and Title]

_____ (SEAL)
[Surety]

Witness:

_____
[Business Address]

_____

By:_____
[Attorney-in-Fact]
(Attach Original Power-of-Attorney)

PERFORMANCE BOND

[Subcontract]

KNOW ALL MEN BY THESE PRESENTS, That _____ _____(hereinafter called the "Principal") as Principal and _____a corporation organized and existing under the laws of the State of _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto Ajax Building Corporation of Georgia, _____ (hereinafter called the "Obligee"), in the sum of **(**_____**)** dollars ($), for the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a Subcontract with Obligee, dated _____ day of _____, AD. _____, a copy of which Subcontract is by reference made a part hereof, to provide the work required to complete and to complete the following described items of work _____ and to furnish all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, completely clean all work and remove all debris from jobsite and perform all work necessary to complete that part of the work agreed to be performed, in connection with the project known as _____ all as shown and called for in the plans, drawings, and specifications, including addenda thereto if any, and including the general conditions as prepared by the architect and/or engineer named in said Subcontract, which plans, drawings and specifications, including addenda thereto if any, and general conditions, are hereby acknowledged to have been read and examined by all of the parties hereto and are hereby specifically made a part of this agreement insofar as they may be applicable.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall well and truly perform all the undertakings, covenants, terms, conditions, and agreement of said Subcontract within the time provided and any extensions that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Subcontract that may be made, and shall indemnify and save harmless said Obligee of and from any and all losses, damage, expense, including costs and attorneys' fees which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void, otherwise it shall remain in full force and effect, subject to the following conditions:

1. Whenever Principal shall be and declared by Obligee to be in default under the Subcontract, Obligee having performed its obligations thereunder, Surety shall promptly cause all defaults to be remedied and compensate Obligee for any losses or damages it has suffered as a result of Principal's default including damages for any delays to the work, or shall (a) complete the Subcontract in accordance with its terms and conditions, including required completion dates, and compensate Obligee for any losses or damages it has suffered as a result of Principal's default including damages for any delays to the work, or (b) promptly obtain a bid or bids for submission to Obligee for completing the Subcontract in accordance with its terms and conditions, including required completion dates, and upon the determination by Obligee, and Surety of the lowest responsible bidder arrange for a contract between such bidder and Obligee and Surety shall make available as such work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the costs of completion under the terms of said contract less the balance of the Subcontract price and compensate Obligee for any losses or damages it has suffered as a result of Principal's default including damages for any delays to the work, but not exceeding, taking into consideration other costs and damages for which the Surety may be liable, hereunder, the amount of this bond. If Surety fails to timely undertake its obligations under this Bond, Obligee shall be entitled to undertake such work as required in the manner required to fulfill the obligations of the Subcontract and Surety shall compensate Obligee up to the amount of this Bond. The term "balance of the Subcontract price," as used in this paragraph shall mean the total amount payable by Obligee to the Principal under the Subcontract and any amendments thereto, less the amount previously properly paid by Obligee.

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

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

_____ (SEAL)
[Principal]

Attest: _____
[Business Address]

_____ By _____
Secretary [Signature and Title]

_____ (SEAL)
[Surety]

Witness: _____
[Business Address]

_____ By _____
[Attorney-in-Fact]
(Attach Original Power-of-Attorney)

SURETY'S BOND AFFIDAVIT

State of (_____)
County of (_____)ss

Before me, the undersigned authority, personally appeared _____

who being duly sworn, deposes and says that he is a duly authorized (resident/non-resident) insurance agent, properly licensed

under the laws of the State of _____, and the State of Georgia, to represent _____

_____ of _____, a company authorized to

make corporate Surety Bonds under the laws of the State of Georgia.

Said _____ further certifies that as Attorney-in-Fact for the said _____

_____, he has signed the attached Bond in the sum of _____ Dollars ($

) on behalf of _____ to _____

_____, covering Subcontract Number: _____

_____.

Countersigned:

_____ _____

Georgia Resident Agent Agent and Attorney-in-Fact

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

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

_____

Notary Public, State of_____

My Commission Expires:_____