

Subcontract Agreement

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS

ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

**SUBCONTRACT AGREEMENT Number «SL»** for the Contract Amount of

**«TotalSubcontract»** made as of **Wednesday, November 15, 2017.**

**BETWEEN** the ***Contractor***: **J.M. Wilkerson Construction**

1734 Sands Place

Marietta, GA 30067

And the***Subcontractor****:* **«FirmName»**

«FirmAddress»

«FirmCity», «FirmState» «FirmZip»

«ContactFName»«ContactLName»

With the ***Owner***: «Owner»

«Address»

«City», «State» «Zip»

For the following ***Project***: «ProjectDescription»

The ***Architect*** for the Project is: «ArchEngName»

«MailAddress»

«MailCity», «MailState» «MailZip»

**LUMP SUM PRICE \_\_\_\_X\_\_\_\_\_ or UNIT PRICING\_\_\_\_\_\_\_\_**

**DESIGN BUILD: \_\_\_ REQUIRED \_X\_ NOT REQUIRED**

**PROFESSIONAL LIABILITY INSURANCE: \_\_\_ REQUIRED \_X\_ NOT REQUIRED**

**PAYMENT BOND: \_\_\_ REQUIRED \_X\_ NOT REQUIRED**

**PERFORMANCE BOND: \_\_\_ REQUIRED \_X\_ NOT REQUIRED**

In consideration of the mutual covenants and agreements expressed herein, the Contractor and the Subcontractor agree as follows:

# ARTICLE 1. THE SUBCONTRACT DOCUMENTS

## 1.1 The Subcontract Documents consist of (1) this Subcontract Agreement and all Exhibits hereto; (2) the Conditions of the Prime Contract (General, Special, Supplementary, and Other Conditions; (3) the Project plans, drawings, and specifications as more specifically described in the Plans and Specification List attached hereto as Exhibit K; (4) and all addenda, amendments, and modifications to any of the foregoing documents. The Subcontract Documents form the Subcontract and each are as fully a part of the Subcontract as if attached to this Subcontract or repeated herein.

## The following Exhibits are attached to this Subcontract Agreement:

**.2** Exhibit “A” Scope of Work

**.3** Exhibit “B” Contractors Standard Accident Prevention Program for Subcontractors

**.4** Exhibit “C” Subcontractor’s Insurance Provisions

**.5** Exhibit “D” Statement of Equal Employment Opportunity Policy

**.6** Exhibit “E” Payment Methodology (i.e. GC Pay or G702/703 Application)

**.7** Exhibit “F” Interim Waiver and Release Upon Payment

**.8** Exhibit “G” Unconditional Waiver and Release Upon Final Payment

**.9** Exhibit “H” Subcontractor Warranty Form

**.10** Exhibit “I” Subcontractor Check List

**.11** Exhibit “J” W9 Form (to be submitted prior to first application for payment)

**.12** Exhibit “K” Immigration and Security Affidavit

**.13** Exhibit “L” Plans and Specification List

## 1.2 Subcontractor agrees in the performance of all Work under the Subcontract to be bound to Contractor by all of the same terms and conditions under which Contractor is bound to the Owner under the Prime Contract and further agrees to assume toward Contractor all obligations, duties, and liabilities Contractor has assumed toward the Owner regarding Subcontractor’s portion of the work on the Project and the terms and conditions under which the work is to be performed, except for any payment terms and except to the extent of any conflict between the express terms of this Subcontract Agreement and the Exhibits hereto, in which event the terms of this Subcontract Agreement shall control. The Prime Contract is made available to Subcontractor upon request.

## 1.3 Subcontractor further acknowledges, represents, and warrants that it is fully qualified to perform this Subcontract Agreement including all licensing.

**1.4** The Subcontract Documents represent the entire and integrated agreement between the parties hereto and supersedes negotiations, quotations, bids, representations or agreements, either written or oral that occurred prior to the date of the Subcontract Agreement. No other agreement, representation or understanding concerning the work covered hereby has been made and no oral statement, understanding or agreement shall affect, modify or limit the term of this Subcontract. This Subcontract Agreement may not be modified or amended in any respect except by a binding Contractor’s decision or a written modification signed by an authorized agent of the party against whom enforcement is sought. Only the project manager so designated or an officer of the Contractor shall be authorized to modify or amend this agreement on behalf of the Contractor, or to consent to any assignment or subletting of the work required of Subcontractor hereunder. To the extent any requirement in this Contract is deemed unenforceable by the state law where the project is located, then such requirement will be severed with all remaining provisions remaining in full force and effect.

**1.5** By the execution hereof, the Subcontractor acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate,adequate, consistent, coordinated and sufficient for construction, and that Subcontractor has not, does not, and will not rely upon any representations or warranties by Contractor concerning such documents except to the extent such representations or warranties are made by the Owner to Contractor and passed on to Subcontractor. In no event shall Contractor be liable to Subcontractor for an amount greater than the amount received by Contractor from Owner relating to such representations or warranties, less the amount of Contractor's markup on said work. Subcontractor shall promptly and carefully check all Contract Documents and notify Contractor of any discrepancies or conflicts before performing any Work, and Subcontractor shall be responsible for any extra costs resulting from its failure to do so Subcontractor shall cooperate with Contractor and other subcontractors in the preparation of coordination drawings where required by Contractor. Subcontractor shall take field measurements and verify field conditions and compare such field measurements and field conditions with the Contract Documents before activities are commenced. Errors inconsistencies or omissions discovered are to be reported to Contractor’s project manager on the same day as discovered by Subcontractor.

**1.6** It is understood and agreed that any reference herein to Subcontractor’s bid or proposal to perform the Work is solely and exclusively for the purpose of further technically describing the Work to be performed and not in limitation thereof, and that any terms, conditions, or other qualifications in such bid or proposal are excluded and not a part of this Subcontract.

# ARTICLE 2. THE WORK

## 2.1 The Subcontractor shall execute the following portion of the work described in the Subcontract Documents and more specifically in Exhibit A (the “Work”), including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others.

## 2.2 In providing the Work, The Subcontractor agrees to furnish and pay for all management, supervision, financing, labor, construction facilities, materials, tools, supplies, equipment, services, engineering and hoisting required and to perform all work necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the part or parts of the work of the General Contract in all respects as is therein required of the Contractor and all work incidental thereto

**2.3** Prior to execution of the Subcontract, the Subcontractor has evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including, without limitation, (i) the location of the Work; accessibility and character of the site; quality and quantity of surface and subsurface water; materials or obstacles to be encountered; the character and extent of existing Work within or adjacent thereto; other Work being performed thereto; transportation, disposal, handling and storage of materials; availability of labor and labor scales; location and availability of utilities and access roads; equipment and facilities needed for the prosecution of the Work; uncertainties of weather or physical conditions at the site; and any other matters which can in any way affect the Work or the cost thereof; (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools and equipment, and (v) other similar issues. With the exception of any differing site conditions clause, if any, that may be included in the Contract Documents, the Contractor assumes no responsibility or liability for the physical condition of the Project site or any improvements located on the Project site. The Subcontractor shall be solely responsible for providing a safe place for the performance of the Work.

**2.4** Existing Substrates *I* Existing Condition - If Subcontractor is to build, apply or connect its Work upon that of Contractor, another subcontractor, or upon an existing condition, Subcontractor shall inspect the existing conditions and promptly notify Contractor in writing If any deficiencies exist or if corrective action is needed. Otherwise, Subcontractor acknowledges all previous work as being acceptable and agrees to perform, at no additional cost, Subcontractor's portion of corrective re-work as may be required in the event the final product is unacceptable to Owner, Contractor, or Architect.

**2.5** Supervision – Subcontractor shall designate one individual at the Project site as Subcontractor's superintendent in charge of all Work performed by Subcontractor and its subcontractors and to serve as Subcontractor's agent for purposes of communications with Contractor. This superintendent shall be on the Project site at all times while Subcontractor is performing Work and shall not be changed without the consent of Contractor, unless he or she ceases to be employed by Subcontractor. The superintendent shall be authorized to make binding decisions and act on behalf of Subcontractor. Subcontractor shall promptly replace any superintendent which Contractor deems to be unacceptable or is objectionable in the sole discretion of Contractor.

**ARTICLE 3. SUBCONTRACT AMOUNT**

In consideration of the full and complete performance of the covenants and agreements herein, to the full satisfaction and acceptance of Owner, Architect and Contractor, Contractor agrees to pay, or cause to be paid, to Subcontractor the following:

\_\_**X**\_\_ Lump Sum Subcontract Amount, at the times and in the manner provided by the preconditions and obligations of this Subcontract:

**«TotalSubcontract»**.

or, alternatively,

\_\_\_\_\_ Unit Price Amount, calculated as follows:

**3.1 Progress Payments.**

**3.1.1** Prior to submitting for payment pursuant to the process on Exhibit E, Subcontractor shall submit, for Contractor's approval, a pay request breakdown form listing all elements of the Subcontract and the dollar value of each. For Lump Sum contracts, this form shall be completed by Subcontractor each month to show the proportionate amount of each element completed to date. For Unit Price contracts, this form shall be completed by the Subcontractor each month to show the amount of work completed and corresponding unit price. Payments made to Subcontractor in any month without said form being submitted shall not be a waiver of Contractor's right to demand such form prior to Contractor's approval of any subsequent Applications for Payment.

**3.1.2**. Prior to following the first monthly process for seeking payment detailed by Exhibit E, Subcontractor shall submit a full and complete list of all its proposed subcontractors and suppliers, showing the work and materials involved and the dollar amount of each pro­posed subcontract and purchase order. This list of subcontractors and suppliers must be approved by Contractor. The Subcontractor shall not change its proposed subcontractors and suppliers without prior written approval of Contractor.

**3.1.3**. Subcontractor shall submit for payment pursuant to Exhibit E on the 20th of each month or at least five (5) days before Contractor is required to submit its monthly payment application to Owner as directed by Contractor. In the event Subcontractor fails to comply with this requirement, Subcontractor shall not be entitled to payment until the following payment period, and only then under the conditions set forth in these Contract Documents. Further directions are included and attached with Exhibit E.

**3.1.4**. Retainage**.** To the fullest extent permitted by law and consistent with the laws of the state where the Project is located, Contractor shall retain ten percent (10%) of the gross amount sought by the Subcontractor each month through the Exhibit E process or ten per­cent (10%) of the portion thereof approved for payment, whichever is less; such sum shall be accumulated and not be released to Subcontractor until final payment is due. To the extent any applicable laws of the state where the Project is located require an alteration of this provision, then this process shall comport with the state law requirements and be deemed amended to comport with those requirements.

**3.1.5**. Subcontractor expressly acknowledges and agrees that to the fullest extent allowed by the law of the state where the Project is located no payment, whether it is a progress payment or final payment, shall be due from Contractor to Subcontractor unless and until like payment has been made by Owner to Contractor, it being the parties’ express intention that payment from the Owner to the Contractor is an absolute condition precedent to Contractor’s duty to make any payment(s) to the Subcontractor. If, and only if, such like payment is made by Owner to Contractor, then Contractor will pay approved amounts to Subcontractor within ten (10) business days of the receipt of payment from the Owner. The parties further expressly acknowledge and agree that the previous sentence is not a mere timing mechanism for payment, but instead confirms that receipt of like payment by Contractor from Owner is an absolute condition precedent to Contractor’s duty to pay Subcontractor. To the fullest extent of the law of the state where the Project is located, the parties agree that this provision takes precedent over any otherwise applicable prompt pay act legislation. To the extent any applicable laws of the state where the Project is located require an alteration of this provision, then this process shall comport with the state law requirements and be deemed amended to comport with those requirements.

**3.1.6**. Monthly progress payments to Subcontractor shall in no way imply approval of Subcontractor's work.

**3.1.7**. Subcontractor shall submit for payment pursuant to Exhibit E and shall submit (a) an affidavit showing that all of Subcontractor's materials, labor and other bills have been paid in the form attached hereto as Exhibit F-1 and (b) a partial waiver of lien in the amount of all previous payments made to Subcontractor and the amount of Subcontractor's pending Application for Payment in the form attached hereto as Exhibit F. Contractor shall not be required to pay any Application for Payment of Subcontractor until these affidavits and waivers are furnished by the Subcontractor. Contractor reserves the right to demand and receive similar affidavits and waivers of lien from Subcontractor's subcontractors and suppliers as a condition precedent to payment being due Subcontractor.

**3.1.8**. Advance payment up to the full Subcontract Amount may be made by Contractor if, in the opinion of Contractor and in its sole discretion, such advance is considered proper to aid Subcontractor in the performance of this Subcontract, and all other provisions of the Subcontract are expressly affirmed for future work of the Subcontractor and obligations of Contractor to make payment. Subcontractor’s surety, if any, hereby consents to such advance payment.

**3.1.9**. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor.

**3.1.10**. Independent of other condition precedents for payment, Subcontractor shall not be entitled to any payment until Contractor receives the following: (1) this Subcontract properly executed, (2) an insurance certificate evidencing the insurance coverages required by the Contract Documents, (3) if required, payment and performance bonds in a form acceptable to Contractor, (4) all documents necessary to confirm Subcontractor’s work (in the case of Unit Price contracts, all quantities must be verified and approved by the Owner as a condition of payment; and in the case of lump sum contracts, the schedule of values and percentage complete must be verified and approved by the Owner as a condition of payment), and all documents required by Exhibit E.

**3.1.11**. To the maximum extent allowable by law, the terms of any potentially applicable state Prompt Payment Act(s) are hereby agreed by the parties herein to be expressly waived and superseded by the terms of this Agreement. To the extent any provision is deemed void by applicable law, then the parties agree that that provision is severed with all other provisions expressly remaining in effect and binding.

**3.2. Final Payment.**

Subject to the conditions precedent to Contractor’s duty to make any payment to Subcontractor contained in this Subcontract, Contractor shall make final payment to Subcontractor within thirty (30) calendar days after work is complete and accepted by Owner, provided, as explicit conditions precedent to the accrual of Subcontractor's right to final payment and to the fullest extent permitted by law, that like payment shall have been made by Owner to Contractor and further provided that Subcontractor shall have furnished Contractor with a proper payment request pursuant to as Exhibit E. The parties further expressly acknowledge and agree that the previous sentence is not a mere timing mechanism for payment, but instead confirms that receipt of like payment by Contractor from Owner is an absolute condition precedent to Contractor’s duty to pay Subcontractor. Subcontractor's acceptance of final payment shall constitute a full and final waiver of any and all Claims by Subcontractor against Contractor arising out of this Subcontract or otherwise related to the Project. To the extent any applicable laws of the state where the Project is located require an alteration of this provision, then this process shall comport with the state law requirements and be deemed amended to comport with those requirements. As further conditions precedent to Contractor’s duty to make final payment to Subcontractor (in addition to the absolute condition precedent of receipt of like payment by Contractor from Owner and verification of quantities for Unit Price contracts), Subcontractor shall not be entitled to final payment, nor shall Contractor be obligated to make final payment unless and until Subcontractor fulfills all obligations under this contract, including but not limited to the following conditions precedent:

a) Subcontractor’s final affidavit, release of claims, and waiver of lien;

b) Such evidence as Contractor may reasonably require to show evidence that all labor and material accounts incurred by Subcontractor in connection with its work have been paid in full;

c) Such evidence as Contractor may reasonably require that Owner’s and Contractor’s punch lists, to the extent they are applicable to Subcontractor’s work, and have been completed;

d) As-built drawings as required by the Contract Documents;

e) Equipment manuals as required by the Contract Documents;

f) Warranty forms as required by the Contract Documents;

g) Supplier lien releases, if required;

h) Sub-subcontractor lien releases, if required;

i) Execution of all outstanding Change Orders;

j) Final consent of surety, if required;

k) Current sales and use tax forms.

# 3.3. LIENS

**3.3.1** Subcontractor shall complete his Work in good condition, free and clear from all claims, encumbrances, patent royalties and liens growing out of the performance of this Subcontract. In the event of failure of the Subcontractor during the progress of said Work, or at any time thereafter, to pay for all materials and labor used in the prosecution of the Work or to bond off any claim of lien relating to Subcontractor’s Work within five (5) days of written notice from Contractor, the Contractor may, at his option, and without further notice to the Subcontractor prior thereto, either pay all such claims for labor and materials or bond off any lien claim, and charge the amounts incurred in connection therewith to said Subcontractor. In case suit to establish lien is brought by any person, firm or corporation employed by or furnishing material or equipment to Subcontractor, under this Subcontract, Subcontractor will, at his own cost and expense (including Attorney’s fees), defend such suit and pay such lien as established in court or otherwise.

**3.3.2** Subcontractor shall, as often as required in writing by the Owner or by the Contractor, prepare and forward to the Owner or the Contractor a sworn statement of persons furnishing labor or materials to the Subcontractor, giving their names and how much, if any, is due or will be due to each.

**3.3.3** In the event of reasonable evidence that the Subcontractor is not making payments to materialmen, laborers, sub-subcontractors, and/or suppliers when due, the Contractor hereby reserves the right, upon written notice to the Subcontractor to make payments in the form of joint checks to the Subcontractor and its materialmen, laborers, sub-subcontractors, and/or suppliers or to make payments directly to each materialman, laborer, sub-subcontractor, and/or supplier.  If such rights shall be exercised by the Contractor, then such amount shall be credited against any payment due to the Subcontractor hereunder and the Contractor shall be relieved and released from the obligation to make such payment to the Subcontractor and the Subcontractor shall be relieved and released as to the Contractor from the obligation to make such payments to each materialman, laborer, sub-subcontractor, and/or supplier paid by the Contractor, but not from any of the other obligations and responsibilities of the Subcontractor to the Contractor under this Subcontract and the Contract Documents.  The Contractor’s reserved right to issue joint checks shall not be construed as imposing any obligation upon the Contractor to do so.

# ARTICLE 4. INSURANCE AND BONDS

## 4.1 The Subcontractor shall purchase and maintain, with insurance carriers satisfactory to Contractor, insurance of the following types of coverage and limits of liability: See Exhibit “C”

## 4.2 Coverage’s, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

## 4.3 As a condition of any payment, Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work and Subcontractor shall provide if required by Contractor all other proofs of insurance in the form of any insurance agreements, declarations, endorsements, and riders. These certificates and the insurance policies required by this Article 4 shall contain a provision that coverage’s afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverage’s are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required by this Subcontract. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

## 4.4 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

## 4.5 Performance Bond and Payment Bond:

A. (\_\_\_\_\_) A performance and a payment bond each in the amount of 100% of the Subcontract Amount shall be furnished by Subcontractor. The cost of these bonds is to be paid by Subcontractor and is included in the Subcontract Amount.

B. (\_\_**X**\_\_) Contractor reserves the right to require a performance and/or payment bond from Subcontractor at any time in the amount of 100% of the Subcontract Amount. The cost of the bonds will be paid separately by the Contractor. The failure to provide same within ten (10) days of Contractor’s request shall constitute a material event of default.

## If bonds are required hereunder, they shall be provided in accordance with the terms of the General Terms and Conditions attached hereto and based on Contractor’s form or a form acceptable to Contractor. The surety or sureties for the payment and performance bonds shall be licensed to conduct business in the state in which the Project is located and shall be a surety designated as approved on the most current list of the "Surety Companies Acceptable on Federal Bonds" as promulgated by the United States Treasury Department.

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## 4.6 When requested in writing, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

## 4.7 Waiver of Subrogation. The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architects consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held be the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor’s Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

## 4.8 Endorsement. If the policies of insurance referred to in this Article require an endorsement to meet any of the requirements stated herein and on Exhibit C, the owners of such policies will cause them to be so endorsed and copies of said endorsements shall be provided with the Insurance Certificate required above prior to commencing work on the job site.

# ARTICLE 5. SCHEDULE, DATE OF COMMENCEMENT, AND SUBSTANTIAL COMPLETION

## 5.1 time is of the essence of this Subcontract AND IN THE PERFORMANCE OF SUBCONTRACTOR’S WORK. The Subcontractor's date of commencement is the date from which the Contract Time is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be “As Directed” by the Contractor.

|  |
| --- |
| Date of Commencement: **As Directed**  Exceptions: (None unless otherwise noted): \_\_\_\_\_\_\_ \_\_ |

## 5.2 Subcontractor acknowledges receipt and review of Contractor’s schedule for the overall project at the time of the execution of the Subcontract and agrees to perform its Work in accordance with Contractor’s schedule, inclusive of all modifications and amendments to the Contractor’s schedule that take place after execution of the Subcontract. Contractor shall not be liable to Subcontractor for additional compensation of any type for compliance with schedule amendments or changes ordered in the sequencing of the Work including, without limitation, any damage for delay, disruption, impact, acceleration or interference with the Work whether foreseeable or unforeseeable, unless Subcontractor makes a proper written claim associated with changes to the Contractor’s schedule. Subcontractor must provide written notice of any objection to a schedule change within five (5) days of the date of distribution of the amended Schedule or the date of the Project Schedule Meeting, whichever is earlier.

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**5.3** Attendance of Subcontractor's representatives at Project meetings is mandatory, as the Project schedule (inclusive of any revisions and updates) will be available for discussion and Subcontractor is expected to make representations regarding performance of the Work and the establishment of intermediate and final completion dates based on the then updated Project schedule. Contractor expressly relies on Subcontractor’s representations at the Project meetings. If Subcontractor fails to attend, then Subcontractor is deemed to have waived any objections to commitments by the Subcontractor to the Project (inclusive of the most recent Project schedule).

## 5.4 Subcontractor shall at all times prosecute the Work in a prompt, diligent, and workmanlike manner whenever all or any part of the Work becomes available, or at such time or times as Contractor may direct, and shall prosecute Subcontractor’s Work efficiently and in such sequence and pace as necessary to maintain the Contractor’s schedule and to keep Subcontractor’s Work sufficiently advanced of other portions of the Project work so as to avoid any delay, hindrance to, disruption, or interference with the progress of the work of other trades or the completion of the Project as a whole.

**5.5** Subcontractor will immediately make all necessary provisions for the Work, including the placing of all orders for materials and equipment to be incorporated in the Work, and the allocation of necessary labor and construction equipment as will be required for the timely prosecution of the Work. The Subcontractor further agrees that all shop drawings, erection drawings, layouts, schedules, samples, descriptive literature, and brochures as necessary or required to be submitted for approval of the Work will be submitted promptly so as to allow sufficient time for approval, fabrication, and delivery of the material or equipment covered by the submittal without delay to the job progress.

**5.6** Scheduled overtime shall not be performed by Subcontractor without written approval of Contractor. Subcontractor shall notify Contractor of casual overtime as may be required by Work (such as concrete pours, etc.) All costs of overtime shall be at Subcontractor’s sole costs and expense.

**5.7** Home office indirect costs incurred by Subcontractor (a.k.a., general and administrative costs or home office overhead), impact, ripple or inefficiency costs regarding Changes or Claims are non-compensable.

**5.8** Contractor shall not be liable to Subcontractor for costs or damages of any type for delay, disruption, inefficiency, or acceleration to the Work by any act, neglect, or default of the Owner, the Architect, or Owner’s other authorized representatives, except pro rata to the extent the Contract Documents entitle Contractor to reimbursement from Owner and Contractor actually receives reimbursement for the same.

**5.9** Contractor shall not be liable to Subcontractor for compensation or damages of any type for delays, disruptions, inefficiency, or acceleration caused by delays in the delivery of materials, escalation of material costs, fire or other casualty, riots or strikes or other combined actions of any workers or others, any Acts of God or any other cause(s) beyond Contractor’s reasonable control.

**5.10** Subcontract expressly agrees an extension of time shall constitute Subcontract’s sole remedy against Contractor should Subcontractor be delayed, interfered with, disrupted, or hindered in its Work for any reason whatsoever, except for bad faith, fraud, or active interference by Contractor.Any claim for an extension of time shall not exceed the number of days the Subcontractor is actually delayed in the progress of any critical path Work by the event causing the delay. Unless otherwise agreed in writing, Subcontractor shall continue to prosecute Subcontractor’s Work and maintain its schedule agreed upon with Contractor during the pendency of any claim.

**5.11** lf Subcontractor is behind Schedule due to lack of proper performance on its part, Subcontractor shall either: (a) perform the Work on an overtime basis without additional compensation; (b) increase its manpower, equipment, materials, and other resources without additional compensation so the Work can be completed in accordance with the Schedule; or (c) implement a compensation of these methods, as directed by Contractor, without waiver of other rights at law or in equity.

**5.12** ln the event Subcontractor is unable to work due to rain or inclement weather during the work week, Subcontractor agrees to make up those days on weekends as directed by Contractor.

# ARTICLE 6. SUBCONTRACTOR PERFORMANCE.

## 6.1 The Subcontractor shall not assign the Work of this Subcontract without the written consent of the Contractor, nor subcontract the whole of this Subcontract without the written consent of the Contractor’s Project Manager. As a precondition to agreement to subcontract any labor or materials, Subcontractor agrees to obligate any Sub-subcontractor to be mutually bound by all of the terms and conditions of this Subcontract Agreement.

## 6.2 The Subcontractor shall promptly submit Shop Drawings, Product Data, Samples and similar submittals required by the Subcontract Documents and by its approved Sub-Subcontractors and suppliers, but it is understood that the approval of shop drawings, samples, submittals, catalog cuts, and/or other submissions and information shall not relieve Subcontractor of its responsibility for detailing the design or for any deviation, from the requirements in the Subcontract Documents or for any errors omissions or discrepancies which may exist in the final Work installed by Subcontractor. Subcontractor shall review and approve all shop drawings, samples, submittals, catalog cuts, and other submissions and information supplied by its subcontractors or suppliers, prior to submission to Contractor.

## 6.3 The Subcontractor shall submit to the Contractor a schedule of values allocated to the various parts of the Work of this Subcontract, aggregating the Subcontract Sum, made out in such detail as the Contractor and Subcontractor may agree upon or as required by the Owner, and supported by such evidence as the Contractor may require. In applying for payment, the Subcontractor shall submit statements based upon this schedule.

## 6.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as directed by and upon request of Contractor, including information on the status of materials and equipment, which may be in the course of preparation, manufacture or transit.

## 6.5 The Subcontractor agrees that the Contractor, Owner and the Architect will have the authority to reject Work of the Subcontractor which does not conform to the Subcontract Documents. The Architect, Owner, or Contractor’s decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Subcontract Documents.

## 6.6 The Subcontractor shall pay for all permits, taxes, costs, fees, materials, equipment, and labor used or incurred in connection with the performance of the Work of this Subcontract, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

## 6.7 Subcontractor agrees to protect its Work, the work of others, and the existing and/or finished building during the course of performance of its Work. Subcontractor shall immediately report any and all damage caused to its installed Work by others with photographs and the responsible party. Subcontractor shall be required to repair at its sole expense all damage to its installed Work that it fails to timely report to Contractor. Any damage caused by Subcontractor to its Work or to the existing or new facilities in the performance of its Work shall be repaired at Subcontractor’s expense. If damage caused by Subcontractor to its Work or the new or existing facilities is not repaired in a timely manner, Contractor may complete the required repairs and back charge Subcontract for all costs incurred.

## 6.8 The Subcontractor shall coordinate and cooperate with the Contractor, other subcontractors and the Owner's own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces.

## 6.9 Subcontractor shall provide sufficient, safe, and proper facilities at all times for the inspection of the work by the Contractor, the Owner, the Architect and their authorized representatives, and shall within twenty-four (24) hours after receiving written notice from the Contractor to that effect, proceed to take down all portions of the work, and remove from the building and grounds all material, whether worked or unworked, which the Architect or the Contractor shall condemn as unsound or improper, or as failing in any way to conform to the drawings and specifications, and shall make good all work so condemned, and all other work of the Contractor or other Subcontractors damaged or destroyed in the making good of such condemned work.

## 6.10 The Subcontractor shall supervise and direct the Subcontractor’s Work, and shall provide an English speaking supervisor at all times. Subcontractor shall immediately replace any person objectionable to Contractor and in the event Contractor’s request for replacement is not honored, Contractor shall be entitled and authorized to terminate this Subcontract Agreement for cause.

**6.11 Subcontractor Design Responsibilities. Initial here if Design Responsibilities are included in Subcontractor’s Scope of Work: \_\_\_\_\_\_\_ \_\_\_\_\_\_\_**

1. Subcontractor agrees to furnish by properly licensed and qualified architects and/or engineers, as applicable, all necessary professional architectural and/or engineering design services (including, but not limited to, plans, engineering drawings, and specifications) necessary for the proper design of the Subcontractor’s Work, as described and intended by the Owner and/or its agents.
2. It is the responsibility of the Subcontractor to completely coordinate their design and construction with that of the Owner, Contractor, Architect, Structural Engineer, Civil Engineer, and the other design/build subcontractors. Complete system design drawings, stamped by a Registered Professional Engineer, shall be provided by the Subcontractor with sufficient information to coordinate with other trades. All drawings shall contain all information and requirements necessary to receive proper Building Permits and meet all Federal, State, and Local codes, ordinances, and inspection requirements. Mechanical equipment, electrical, and structural requirements shall be furnished to electrical and structural engineers so that their respective designs are not delayed.
3. Subcontractor agrees to furnish all said design services in accordance with all applicable laws, building codes, ordinances, regulations and orders of any public authority bearing on the design and/or construction of the work of Subcontractor. This Subcontractor bears all responsibility for the professional and technical accuracy of the design and performance of the system. Any deficiencies in design or performance shall be this Subcontractor's sole responsibility and any corrections or modifications necessary, either before or after construction, to achieve the design intent shall be provided by the Subcontractor at no additional cost to the Owner or Contractor.
4. Subcontractor shall submit for Contractor's review, in accordance with the project schedule, all necessary design development documents, plans, engineering drawings, specifications, working drawings, shop drawings, samples, data and specifications of materials proposed to be incorporated into Subcontractor's work.
5. Subcontractor shall provide copies of its drawings, plans, specifications, etc., in the form and quantities required by Contractor.
6. Subcontractor hereby covenants and agrees to defend, hold harmless and indemnify Contractor as to and from all liability, claims, lawsuits, demands and losses of any kind arising out of or related to Subcontractor’s performance or furnishing of design services under or pursuant to this Subcontract. This indemnity shall include all payments made by Contractor and all reasonable expenses, attorney's fees, and other costs incurred by Contractor in connection therewith. Nothing in this Article shall require Subcontractor to indemnify Contractor for its sole negligence.
7. Subcontractor shall advise Contractor and other affected trades of all design development changes in a timely manner so as to preclude additional costs and conflict with work of others on the Project, and Subcontractor shall be liable for all extra costs incurred due to failure to provide such timely notice.

h. The plans, drawings and specifications furnished by Subcontractor for the Project shall remain the property of the Contractor but will not be used by Contractor on any other project without the prior written approval of Subcontractor. However, if Subcontractor defaults in the performance of the Subcontract, Contractor may use the plans, drawing, specifications, etc., in order to complete Subcontractor's work on the project. However, Contractor shall be permitted to retain copies, including reproducible copies, of the plans, drawings and specifications, etc., for information and reference in connection with the Owner's use and occupancy of the Project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as use or publication in derogation of Subcontractor's rights.

i. Subcontractor or his consultants shall affect and maintain professional liability errors and omissions insurance (in form, in an amount not less than two million dollars ($2,000,000.00) per claim with a company acceptable to Contractor) to protect against any claims arising out of or related to the performance of the design services pursuant to, or as required by, this Subcontract by Subcontractor and/or its consultants, and/or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. All such insurance shall have a retroactive date prior to the commencement of work on the project, and shall be maintained throughout the term of the Project and shall have an extended reporting period of six (6) years after completion of the construction of the Project and the acceptance thereof by the Owner. Such insurance shall be provided by an insurance company rated A-7 or better by the latest edition of Best's Key Rating Guide, and which shall be licensed to do business in the state where the Project is located. Subcontractor will submit to Contractor Certificates of insurance (and copies of the actual policies if requested) evidencing the insurance required by this paragraph; such certificate(s) shall indicate that coverage thereunder will not be canceled, materially changed or not renewed until at least sixty (60) days prior written notice by registered mail has been given to Contractor. The policy or policies will be endorsed to provide that the insurance company or companies waive all rights of subrogation against Contractor. Subcontractor shall provide all information related to renewal or substitution of coverage to Contractor within forty-eight (48) hours of receipt by Subcontractor from its insurance broker.

## ARTICLE 7. LAWS, PERMITS, FEES AND NOTICES

**7.1** The Subcontractor will comply with all laws, ordinances, rules, regulations, and orders of public authorities bearing on performance of the Work (inclusive of design of applicable to this Subcontract per Article 6.11). The Subcontractor shall secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract. Should it be determined that Subcontractor is not duly licensed by the State of Georgia at any time during the performance of its work, such would be a material breach of this Subcontract and Subcontractor shall indemnify, hold harmless and defend Contractor for all fees, costs, expenses and payments made by Contractor on account of the work of the unlicensed Subcontractor, against any and all claims made in connection with the Project by, on behalf of, or on account of the unlicensed Subcontractor against the Contractor, Owner or the Project, and against any claims made against Contractor by any party or entity on account of or related to the unlicensed Subcontractor’s lack of licensure. This provision shall in no way limit the indemnification and duty to defend provided elsewhere in this Subcontract Agreement.

**7.2** The Subcontractor shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and worker's or workmen's compensation acts insofar as applicable to the performance of this Subcontract. Further, Subcontractor will comply with all statutory and specification requirements with regard to wage scales and labor benefits and will pay all taxes assessed against its labor, and will comply with all statutory and specification requirements as to labor reports and payroll taxes. Subcontractor further agrees to conform to the labor policy of Contractor and to conform with State and Federal Labor Laws. Subcontractor further agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.

**7.3** **Compliance with Immigration Laws.**

**7.3.1** Subcontractor shall strictly comply with the requirements of the IRCA Immigration Reform and Control Act of 1986, as well as state law immigration provisions, as such laws come into effect during the time period of this Agreement, and, accordingly, institute employment screening and verification processes per the I-9 and state law employer verification provisions.

## 7.3.2 Subcontractor shall implement the I-9 completion and retention policy and applicable state law provisions. It is understood Contractor shall be provided access to review and audit this policy at any point in time during the course of the project and for 3 years after Substantial Completion. Subcontractor shall provide Contractor notice of any government I-9 verification audit or work place inspection, and/or its employee citation/arrest. Upon Contractor’s request, Subcontractor shall provide copies of completed I-9 Documentation for all its workers on Contractor’s projects.

## 7.3.3 E-Verify.  Subcontractor represents and warrants that it is, and will remain, in compliance with any and all provisions of the Immigration Reform and Control Act of 1986 (IRCA), as amended, the Immigration and Nationality Act, as amended, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as amended, and all other applicable immigration laws, rules, and regulations (Immigration Laws) including all form I-9 verification, E-Verify, and record keeping requirements.  Subcontractor shall indemnify and hold Contractor and its Surety harmless from any claims, liabilities including any damages resulting from work stoppages or delays occasioned by or arising from any subcontractor noncompliance with IRCA or any such immigration laws, ordinances, rules, regulations, orders or decisions, as relates to the work of this Subcontract.  Subcontractor agrees to submit a certification to satisfaction of Contractor (Exhibit “K” Immigration and Security Affidavit), that its employees have presented the correct documents to legally work in the United States.  Subcontractor also agrees to insert the substance of this clause, including this paragraph, in all Subcontracts or Purchase Orders hereunder.

## Subcontractor/vendor hereby certifies that it has previously enrolled in the U.S. Citizenship and Immigration Services E-Verify program (“E-Verify”) or shall enroll in E-Verify within 30 calendar days of the award of this Subcontract.  In accordance with FAR 52.222-54, which is incorporated in this Agreement by reference,  Subcontractor hereby agrees that (1) it shall begin to use E-Verify within 90 calendar days of enrollment to verify the employment eligibility of all new hires, who are working in the “United States” as defined in FAR 52.222-54, within 3 business days after the date of hire; (2) it shall use E-Verify to verify the employment eligibility of all employees assigned to this Subcontract/purchase order within 90 calendar days of enrollment in E-Verify or within 30 calendar days of assignment to this Subcontract/purchase order, whichever date is later; and (3) shall include this clause including the requirement for further flow down in all lower tier subcontracts/purchase orders.  To assure compliance, Subcontractor/vendor shall furnish satisfactory evidence of its enrollment in and use of the E-Verify program and inclusion of this requirement in lower tier subcontracts and purchase orders. This clause shall not be applicable if the subcontract/purchase order for construction or services at any tier is for $3,000.00 or less or is for commercial off-the-shelf items (“COTS items”) as defined at FAR 52.222-54(a) or modified COTS items that would be COTS items but for minor modifications as described at FAR 2.101(b)(2), “Commercial item,” part (3).

## 7.3.4 Default—Failure of Subcontractor to comply with employment verification laws, as inclusive of the IRCA Immigration Reform and Control Act of 1986, as well as applicable state laws, shall constitute default of this Subcontract Agreement. Thereupon, Contractor shall have the option but not the duty to terminate this Subcontract Agreement. Subcontractor shall Indemnify and hold harmless Contractor, Owner, Architect, engineers and other subcontractors and any of their agents, representatives, or subsidiaries for damages/expenses incurred due to Subcontractor’s employment of unauthorized alien workmen and/or failure to comply with IRCA or state law immigration provisions.

## ARTICLE 8. SAFETY PRECAUTIONS AND PROCEDURES

## 8.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons or property in accordance with the requirements of the Subcontract Documents. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to an employee or agent of the Subcontractor, which occurred at the site.

## 8.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors or anyone directly or indirectly employed by them, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors and other employers on the site.

## 8.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor’s Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor’s reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in this Agreement.

## 8.4 The Subcontractor when on site shall provide at least one competent person on site at all times. The Subcontractors Competent person(s) shall have the following safety training, at a minimum.

## OSHA 10 Hour Construction Safety Class

## 1st Aid & CPR

## Competent Person(s) training related to trade

## Subcontractor shall provide proof of such training to JMW at the safety orientation meeting prior to mobilization onto the jobsite. Subcontractor shall also provide additional proof of training for any other employee the Subcontractor deems to be the competent person on the jobsite. Proof of such training shall be maintained at the jobsite and made available at any time to any JMW designated person(s).

## 8.5 The Subcontractor agrees to adhere to J.M. Wilkerson Construction’s Safety program - See Exhibit “B”.

## ARTICLE 9. CLEANING UP

## 9.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. Types of Clean Up to be completed by Subcontractor are as follows:

1. **DAILY**: During the course of daily construction the Subcontractor shall keep the jobsite clean and free of all debris.
2. **END OF DAY CLEAN UP**: At the end of each day the Subcontractor shall inspect the Job Site thoroughly and remove all Subcontractor generated debris and place in the designated refuse container.
3. **FINAL**: At the completion of the Subcontractors portion of work. The Subcontractor shall make sure that jobsite is clean and free of any debris, which was generated by the Subcontractor. All materials not designated, as attic stock shall be removed immediately upon completion of work unless otherwise directed. All items installed by Subcontractor shall be left clean and free of dirt, grease, soils and other foreign bodies.

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## 9.2 If the Subcontractor fails to clean up as provided in this Subcontract or as directed by Contractor, the contractor may without notice charge the Subcontractor for the Subcontractor’s appropriate share of the cleanup cost. If Subcontractor fails to remove their debris from the job site at the end of each day Contractor retains the right to clean up the Sub Contractor’s debris and back charge the Subcontractor for all cost associated with the debris clean up with no notice to Subcontractor.

**9.3** Composite Clean Up Crew. At Contractor’s discretion it may direct all trades to act in unison when cleaning up the job site. This composite crew shall be responsible to clean up all debris not specifically associated with any one trade. The composite crew shall consist of a worker from each Subcontractor who is on-site at the time of the request. If any Subcontractor fails to provide clean up labor, they will be back charged on a pro-rata basis according to Subcontractor’s share of the general debris, as determined by Contractor.

# ARTICLE 10. CHANGES IN THE WORK/TIME - CLAIMS

## 10.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work, which would be inconsistent with the changes made by the Modifications to the Prime Contract.

## 10.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including cardinal changes and changes required by Modifications to the Prime Contract issued subsequent to the execution of this Subcontract Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly, figured upon original unit prices where applicable. Subcontractor acknowledges that no changes, verbal or written may be authorized by Contractor’s field personnel, but Contractor’s field personnel are authorized to acknowledge work was performed without rendering a decision that a change or claim is warranted. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents. Should the Contractor and Subcontractor fail to agree as to the amount to be paid or allowed for such changes, including cardinal changes, the Work shall proceed under the order required above and based on the Contractor’s decision as to the value of the Work, subject to a final determination of such amount if the Subcontractor timely seeks to appeal Contractor’s decision through litigation under the terms of this Subcontract.

**10.3** The Subcontractor shall submit in writing to the Contractor any claim for additional cost, extra work, extensions of time, and any other matter within five (5) days of the Subcontractor reasonably knowing of the circumstances that give rise to the need to make a claim. As this is an ongoing project, the obligation to make timely and complete claims is essential and this condition precedent of making a timely claim cannot be waived unless there is express written consent by the Contractor’s project manager to waive the condition precedent. Additional conditions precedent to making a complete claim include the obligation by the Subcontractor to provide (i) a narrative statement referencing and attaching the supporting documentation and specifically describing the legal, factual, and contractual basis of the Claim; (ii) if the Claim alleges delay to the work, the Claim must include the precise number of days claimed, all alleged impacts, financial or otherwise, on the work, and the specific amount of money, if any, claimed as a result of the delay as well as a detailed critical path as-built schedule analysis illustrating that the delays claimed were on the critical path of the Project; (iii) if the Claim alleges acceleration or constructive acceleration of the work, the Claim must include the precise number of days time extension the Subcontractor contends he would have been entitled to receive, but for the acceleration, and the precise number of days by which the work has been accelerated; (iv) if the Claim is for additional compensation, the Claim must include a detailed calculation of the precise amount claimed with all supporting documentation.

**10.4** Any default by Contractor shall be deemed waived unless Subcontractor shall have given Contractor written notice thereof within five (5) days after the occurrence of such default. Subcontractor shall not be entitled to stop the Work or terminate this Subcontract on account of Contractor's failure to pay an amount claimed due hereunder (including payment for claimed changed Work) so long as a good faith dispute exists as to the amount due.

**10.5 Subcontractor agrees that nothing contained herein (including but not limited to Claims or disputes as to payment, time, scope of the work, changes or any other type of Claim, issue, disagreement or dispute) shall excuse Subcontractor from proceeding promptly with the Work or any written directive provided to Subcontractor concerning any changed, additional, or extra work that Contractor directs Subcontractor to perform. Subcontractor expressly agrees to perform the Work and follow any written directive of Contractor concerning any changed, additional, or extra work notwithstanding the existence of Claims or disputes.**

**10.6** In the event any Claims from Subcontractor due to the acts of any third-party who is not in privity of contract with Subcontractor but who is nonetheless in the chain of privity with Contractor, (“Pass-Through Claims”) including, without limitation, third-parties such as the Owner, the Owner’s separate contractors, the Owner’s consultants, the architect, the engineer, any other design professional, Contractor’s other subcontractors or suppliers (hereinafter “Third-Parties”), then Contractor agrees to transmit Subcontractor’s Pass-Through Claim to such Third-Party or the party that is actually in privity with Contractor, as appropriate. Subcontractor agrees that Contractor, under this Article and this Subcontract, merely acts as a conduit to provide Subcontractor with contractual privity to Third-Parties to seek reimbursement for any Pass-Through Claims. In no event will Contractor be liable to Subcontractor for damages caused by Third-Parties or for Pass-Through Claims except to the extent Contractor is actually paid for the Pass-Through Claim by the Third-Party (or the party in privity with Contractor as appropriate). Contractor’s recovery of such amounts on Subcontractor’s behalf from others shall be a condition precedent to Subcontractor’s right to recover from Contractor. Should it elect to do so, Contractor may, at its sole discretion, assign to Subcontractor the right to proceed against the Third-Party in name of Contractor. In the event that Contractor transmits Pass-Through Claims to Third Parties on behalf of Subcontractor, Subcontractor shall pay its pro-rata share of all costs, including but not limited to attorneys’ fees, that Contractor incurs in presenting the Pass-Through Claims. This paragraph shall not be applicable if Subcontractor submitted its Claim to Contractor and Contractor failed to transmit the Claim to the Third-Party or the party in privity with Contractor, as appropriate. Subcontractor agrees that any arbitration or lawsuit may, at Contractor’s option, be stayed until such time as the Pass-Through Claim and the rights against Third-Party have been exhausted by settlement or judgment, including any appeal. Contractor’s decision regarding whether Subcontractor’s Claim is, in fact, a Pass-Through Claim shall be final and binding upon Subcontractor insofar as it relates to Subcontractor’s obligation to proceed as outlined herein. In the event that Subcontractor fails or refuses to proceed with a Pass-Through Claim as outlined herein and attempts to pursue Contractor for amounts allegedly due as a result of a Third-Party’s fault, neglect, or breach, then Subcontractor agrees that Contractor shall have no liability for any damage, loss, cost, or expense incurred by Subcontractor as a result of the Third-Party’s fault, neglect, or breach of contract.

## ARTICLE 11. WARRANTY / GUARANTEE

## 11.1 The Subcontractor warrants for a period of one (1) year from Substantial Completion to the Owner, Architect and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless otherwise required or permitted by the Subcontract Documents, that the Work of this Subcontract will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective, and shall be repaired and replaced by Subcontractor. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Documents. In addition to the warranty provided in this Section, Subcontractor shall sign and complete the one-year repair warranty form attached hereto as Exhibit “H.”

**11.2** Guarantee – Subcontractor hereby guarantees the Work, including all materials and supplies used in the Work, against all defects of materials and workmanship for the applicable statute of limitations. Subcontractor, its surety and its insurer shall remain responsible for repair, replacement and all other costs associated with the correction of any latent defect relating to the Work.

## ARTICLE 12. INDEMNIFICATION

## 12.1 To the fullest extent permitted by law and in consideration for the amounts paid to Subcontractor and other benefits conferred upon Subcontractor under this Agreement, Subcontractor shall save, indemnify, hold harmless and defend the Contractor, his agents and employees from and against all claims, damages, losses, and expenses, including without limitations attorney’s fees, arising out of or resulting from, in whole or in part, Subcontractor’s Work or any act or omission by Subcontractor, its agents or employees in connection with its Work.

## 12.2 Nothing in this Article shall require Subcontractor to indemnify Contractor for claims, damages or losses asserted against Contractor to the extent solely caused by or resulting from the Contractor’s own negligence, except to the extent that such matters are covered by Subcontractor’s workers compensation insurance or obligations or by project specific insurance that benefits the Subcontractor, inclusive of builder’s risk insurance, owner controlled insurance programs or contractor controlled insurance programs. Nothing in this Article shall be deemed to alter state imposed limits on indemnification for construction projects, and the indemnity obligations shall be interpreted to impose the maximum allowable requirements permitted by applicable state laws. To the extent any applicable laws of the state where the Project is located require an alteration of this provision, then this process shall comport with the state law requirements and be deemed amended to comport with those requirements.

## 12.3 In claims against any person or entity indemnified under this Article by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or the Subcontractor's Sub-subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

**12.4** Subcontractor shall reimburse Contractor for the entire cost and expense suffered or incurred and further shall fully defend, indemnify, and hold Contractor harmless from and against any and all 1) liquidated or actual delay damages assessed by Owner against Contractor, 2) all actual costs, expenses and damages suffered or incurred by Contractor, including but not limited to attorney’s fees, Contractor’s job overhead or indirect costs, home office overhead, and profit thereon, 3) all damages suffered or incurred by any other contractor or subcontractor on the Project for which Contractor may be liable, and 4) any and all other liabilities, claims, losses, penalties, costs, expenses, damages, and causes of action suffered or incurred by Contractor arising out of or resulting in any manner whatsoever, whether in whole or in part, from any and all delays, disruptions, inefficiencies, or acceleration caused by Subcontractor. The indemnification in this paragraph is in addition to and is not intended to limit the scope of any other indemnification provided in this Subcontract Agreement.

# ARTICLE 13. ARCHITECT’S AND CONTRACTOR’S DECISIONS

**13.1** The Work is to be done pursuant to the Subcontract Documents, inclusive of the specified plans, specifications, drawings, and addenda which have been incorporated herein by reference and prepared by the Architect, unless specifically modified herein by this Subcontract Agreement. The Architect’s decisions as to the true construction and meaning of the plans, drawings, and specifications shall be final. The Architect may furnish any additional drawings, and/or clarifications necessary to illustrate the Work, and it is agreed that they shall become a part of the plans, drawings, and specifications and shall be abided by insofar as they may be consistent with the purpose and intent of the original plans and specifications. It is further agreed that the Work is to be done by the Subcontractor under the direction of the Contractor or his authorized representative and that all communications and instructions from the Owner and/or Architect affecting the work of the Subcontractor shall come through the Contractor to the Subcontractor and all communications and requests from the Subcontractor requiring action by the Owner and/or the Architect shall be directed to and through the Contractor.

## 13.2 Unless otherwise provided herein, any and all claims or disputes by Subcontractor arising under or relating to the Work, changes to the Work, or the Subcontract Documents shall first be decided by Contractor in a written decision sent to Subcontractor. Contractor will issue a written decision and furnish Subcontractor with a copy of its decision. As a condition precedent to any disagreement by the Subcontractor with Contractor’s decision, Subcontractor must appeal that decision by initiating arbitration within thirty (30) days of Subcontractor’s receipt of the decision. In the event Subcontractor does not appeal the decision within thirty (30) days of Subcontractor’s initial receipt of Contractor’s decision, then Subcontractor will be deemed to have waived a condition precedent to litigation, arbitration, or other dispute resolution of the claim and Subcontractor shall be deemed to have accepted and agreed to be conclusively bound by Contractor’s decision. Contractor’s exercise of default remedies or termination remedies based on a decision shall not constitute a separate decision, but shall relate back to the date of Contractor’s original decision related to default and/or termination and shall be a continuation of the enforcement of that decision because Subcontractor expressly agrees and acknowledges that in the event of remedies based on default and/or termination, Subcontractor is responsible for any and all damages actually sustained by Contractor as a result of Subcontractor’s default and/or termination. This provision does not alter Subcontractor’s responsibilities in this Subcontract to comply with timely notice requirements for a claim because the notice requirements on the part of Subcontractor are deemed by both parties as essential to the ability of Contractor to make a timely decision and allow the prosecution of the Work to continue.

**13.3** If this Subcontract and Subcontractor are subject to approval by Architect and/or Owner, under the terms of the Contract Documents, Contractor shall have no obligation whatsoever to Subcontractor unless and until such approval is given.

**ARTICLE 14. DEFAULT/TERMINATION /SUSPENSION**

**14.1** If the Subcontractor: (a) fails or neglects to carry out the Work in accordance with the Subcontract Documents, (b) fails or refuses to proceed with or to perform its work properly as directed by Contractor, (c) fails or refuses to perform properly or abide by any terms, covenants, conditions or provisions contained in this Subcontract, (d) fails or refuses to obey laws, ordinances, regulations or other codes of conduct, (e) Subcontractor become insolvent and /or seek bankruptcy protection, (f) Subcontractor fails to promptly make payment for all materials and/or services provided to it for the Project, (g) Subcontractor allows any workmen performing Work covered by this Subcontract engage in a strike or other work stoppage, or cease to work due to picketing or other such activity, or (h) otherwise to perform in accordance with the Subcontract Documents, and fails within twenty-four (24) hours after receipt of written notice from Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may exercise one or more of the following remedies at its sole option, such remedies being in addition to any other provided by law or equity: (a) Withhold any sums due or thereafter to become due to Subcontractor under this Subcontract or any other contract, whether related to the Project or otherwise and during such period monies withheld shall not accrue interest; (b) Provide such labor, tools, equipment, services, or materials as Contractor shall determine necessary (either through Subcontractor or through other contractors) to cure such default, and without terminating the Subcontract deduct the cost thereof from any sums otherwise due or thereafter to become due to Subcontractor under the Subcontract or any other contract; (c) terminate the Subcontract for cause and thereafter have the right to enter upon the premises and take possession, for the sole purpose of completing the Work, of all materials, equipment, fixtures, devices, appliances, tools, and vehicles thereon and may employ any other person or persons to finish the Subcontractor’s Work or may elect to self-perform the same by whatever method the Contractor may deem expedient.

**14.2** In the event of termination by Contractor, all sub-subcontracts or purchase orders (whether written or oral) between Subcontractor and any person or entity providing labor, materials, equipment, or service pertaining to the Work shall be deemed assigned to Contractor and subcontractor hereby appoints Contractor as its attorney-in-fact to enforce the provisions of such contracts, provided nothing herein shall obligate Contractor to honor any such contract. Further, in the event of termination by Contractor, Subcontractor shall not be entitled to receive any further payments under this Subcontract until the Work shall be wholly finished; at which time, if the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor caused by Subcontractor’s failure to complete, such excess shall be paid to the Subcontractor. Nothing set forth herein shall limit Subcontractor’s liability to Contractor for Contractor’s actual delay damages caused by Subcontractor’s delay. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all ma­nagement, administrative and other direct and indirect expenses (including attorneys' fees, arbitrator’s fees, filing fees, expert fees, and all other costs and expenses associated with the default) incurred by Contractor incident to such completion, shall be deducted from the Subcontract Amount.

**14.3** If, after notice of termination of Subcontractor's right to proceed pursuant the Subcontract provisions for termination for cause, it is determined for any reason that Subcontractor was not in default or that its delays were excusable or that Contractor is not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Contractor shall be the same as and limited to those afforded Subcontractor under Termination for Convenience.

**14.4** If the General Contract between Contractor and Owner is terminated for any reason prior to completion, Subcontractor, upon being notified by Contractor of such termination, shall immediately cease further work under this Subcontract. Subcontractor shall thereafter be entitled to no further compensation for its work or costs associated with the Project except to the extent that Owner pays to Contractor additional sums for the account of Subcontractor and then only in the amount of such payment but in no event until the completion of Subcontractor’s scope of work (including but not limited to, the provision of all required warranties and as-built drawings) and acceptance of same by the Owner.

## 14.5 Contractor reserves the right to terminate the Subcontractor for convenience at any time for any reason. In a termination for convenience, Subcontractor shall be entitled to receive payment for Work in Place and completed and reasonable profit and overhead on the work in place and completed. Payment of such amounts by Owner to Contractor shall be a condition precedent to Contractor’s obligation to make payment to Subcontractor.

## 14.6 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor as its sole remedy shall only be entitled to an equitable adjustment of the Subcontract Time, and an equitable adjustment for remobilization if the work is resumed.

**14.7** The parties acknowledge that determinations as to the adequacy of Subcontractor’s performance or Subcontractor’s ability to complete the work are difficult to make and must be made under pressing circumstances, and agree that any determination by Contractor that the provisions of this Article should be invoked shall be deemed conclusive and binding upon the parties absent actual bad faith on the part of the Contractor. The parties further acknowledge that costs to complete and correct work necessitated by Subcontractor’s default and/or termination are necessarily likely to be higher than the original estimates for the work by Subcontractor due to the pressing conditions of the Project, and agree that any decision invoked by Contactor to use default or termination remedies presumes and includes the imposition of the costs of the remedies on Subcontractor and Contractor’s decision is not altered by the subsequent calculation of those costs.

**ARTICLE 15. DISPUTE RESOLUTION**

## 15.1 For any claim or dispute arising out of or related to the Subcontract Documents, or the breach thereof, and if such claim or dispute is not otherwise waived or resolved by Contractor’s decision or through direct negotiations between the parties, then it shall be resolved in arbitration unless Contractor in its sole discretion demands binding litigation in Atlanta, Georgia as hereinafter set forth. If Contractor demands litigation, then any arbitration shall be stayed and the parties will consent to resolve the matter in litigation.

## 15.2 If Contractor elects to arbitrate, this arbitration clause and the arbitration proceedings shall be governed by Federal law, including the Federal Arbitration Act, Title 9, USCA, and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Contractor may demand arbitration by filing a written request with Subcontractor and with the American Arbitration Association, and a copy shall be filed with the Architect. Contractor (including its surety) and Subcontractor shall be obligated to arbitrate only if Contractor files a written demand for arbitration with Subcontractor and the American Arbitration Association. In such event, any legal or equitable proceeding shall be stayed pending arbitration. The physical location of the arbitration shall be at a place of chosen by Contractor.

## 15.2.1 Selection of Arbitrator. If Contractor demands arbitration, a single arbitrator will be selected. The arbitrator shall be a “true neutral” independent of social or business connections with either party and knowledgeable with construction industry practices. Compensation of the arbitrator shall be divided equally between the parties.

## 15.2.2 Limitation on Consolidation or Joinder. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not the Architect, the Architect’s employee, the Architect’s consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

## 15.2.3 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## 15.3 In any dispute resolution between Contractor and Subcontractor, all costs and expenses of the arbitration, including reasonable attorneys’ fees and witness fees, against the non-prevailing party.

## 15.4 Subcontractor expressly agrees that this document is deemed executed and subject to enforcement in Georgia and, unless otherwise provided herein, is governed by Georgia law. Subcontractor consents to personal jurisdiction in Georgia, agrees that the Federal District Court in Atlanta, Georgia shall be the sole venue for all claims and disputes arising under this Subcontract Agreement, and agrees that the enforceability of this forum selection clause shall be governed by Federal law.

# ARTICLE 16. MISCELLANEOUS PROVISIONS

## 16.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

## 16.2 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor. The parties agree that this subcontract is solely for the benefit of the signatories hereto.  The subcontract does not create, and is not intended to create, any third-party beneficiaries.  No parties except the signatories shall have any right to enforce any promise or obligation contained in this agreement (whether express or implied), or to otherwise rely on its terms.

## 16.3 Any notification sent by Contractor via fax, email or any other electronic media shall be considered Official Notification.

**16.4** This Subcontract Agreement may be executed in multiple counterparts, each of which may be signed by less than all parties to this Subcontract Agreement and the signatures of which may be combined to form one or more complete counterpart, each of which shall have the full force and effect of an original.

**16.5** If this Subcontract has not been signed and returned to Contractor within fifteen (15) calendar days of date of this Subcontract, Subcontractor's failure to do so shall constitute acceptance of this Subcontract in full as issued. Subcontractor's submission of shop drawings, participation in Schedule meetings, and/or commencement of Work shall evidence Subcontractor's commitment to perform accordingly, and any subsequent objection by Subcontractor to this Subcontract shall not relieve or reduce Subcontractor of its obligations hereunder. Subcontractor shall not be entitled to any payment until all documents and information to be furnished by Subcontractor (such as any bonds and evidence of insurance required) have been supplied to Contractor.

**16.6** Irrespective of whether Contractor and/or Subcontractor drafted any or all provisions of this Subcontract, the parties acknowledge and agree that this entire Subcontract is the product of arms-length negotiations between the parties, and that this Subcontract shall for all purposes be interpreted and enforced as a contract that both parties jointly and equally drafted. Therefore, any presumption, interpretation, or construction pursuant to which ambiguities may be resolved in favor of the non-drafting party shall not be applied by any arbitrators, court or tribunal interpreting or enforcing this Subcontract.

This Agreement entered into as of the day and year first written above.

**J.M. Wilkerson Construction «FirmName»**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **CONTRACTOR** *(Signature)* |  | **SUBCONTRACTOR** *(Signature)* |
|  |  |  |
|  |  |  |
| *(Printed Name and Title)* |  | *(Printed Name and Title)* |

Subcontractor Exhibit “B”

SAFETY REQUIREMENTS

**1. Purpose**

It is the intention of J.M. Wilkerson Construction (“General Contractor”) to achieve our safety goals by providing a safe and healthy work environment for our subcontractors, our vendors, our customers and our employees. General Contractor will make every effort to protect the public and our environment from any negative impact associated with our business. General Contractor will not sacrifice the safety of people for the sake of production or monetary gains. Subcontractor agrees to assume this purpose and intent in performing its Work at the Project.

The requirements identified in this Safety Exhibit are to be followed on all J.M. Wilkerson Construction projects. Violations of any requirement in this Safety Exhibit are grounds for disciplinary action up to and including termination or removal from a project. It is the responsibility of any subcontractor who utilizes lower tier contractors to ensure compliance with the rules and the safety requirements of the project. GENERAL CONTRACTOR and OWNER reserve the right to issue warnings, citations and financial penalties for failure to comply. Financial penalties with be deducted from the first upcoming draw after the citation was issued.

**2. Subcontractor Safety Plan**

Subcontractor (this also applies to temporary employees, and additional subcontractors of the primary subcontractor) acknowledges and agrees that it has the sole responsibility for compliance with all of the requirements of the Occupational Safety and Health Act of 1970 on the Project for Subcontractor’s Work, and agrees to defend, indemnify and hold harmless General Contractor and Owner against any legal liability or loss which General Contractor and Owner may incur that arise out of Subcontractor’s Work. This obligation specifically includes Subcontractor’s responsibility to defend, indemnify and hold harmless against any fines or legal costs assessed against General Contractor by any governmental agency (Federal, State or Local) due to Subcontractor’s noncompliance of safety codes (or any other federal, state or local workplace or environmental codes) or regulations. Any amounts falling within this defense, indemnity hold harmless obligation may be deducted from amounts otherwise due to Subcontractor.

The following additional specific requirements are listed as a reminder of normal safety precautions and in no way release SUBCONTRACTOR from its obligation to comply with all OSHA, EPA or DOT project specific requirements.

1. SUBCONTRACTOR will provide a competent person (as defined by OSHA) for managing employees and addressing safety on the job.
2. SUBCONTRACTOR will train all employees and subcontractors as to the regulatory requirements which apply to their specific duties on the job.
3. SUBCONTRACTOR will provide a first aid kit for their employees and subcontractors.
4. Hard hats will be worn at all times once employees enter the job site.
5. Safety meetings will be conducted weekly
6. SUBCONTRACTOR will not be permitted to bring hazardous materials (as defined by OSHA and DOT) onto the job unless approval from the GENERAL CONTRACTOR or OWNER
7. SUBCONTRACTOR will provide a written safety manual to GENERAL CONTRACTOR and OWNER before work begins.

The General Contractor and Owner reserve the right to enforce more stringent requirements than those specified by regulatory agencies.

This Exhibit is not a total safety program or plan. In addition to the requirements in this exhibit, subcontractors are required to comply with all federal, state, local laws. Further, full compliance to manufacturer’s instructions are required. Where conflicts in requirements are identified, the more stringent will apply.

**Cell Phone & Radio Usage within limits of Project** - The use of cell phones or 2 way radios (unless being used to guide operation) while operating motor vehicles or equipment of any kind is prohibited within the projects limits.

In addition to compliance with all applicable laws, Subcontractors shall comply with all codes and regulations, including all OSHA requirements, applicable to Subcontractor’s work.

**3. Drugs and Alcohol**

Possession or use of illegally obtained and/or illegal drugs and the possession alcohol are prohibited on all Contractor projects and properties. Pursuant to the applicable jurisdictional laws and the J.M. Wilkerson Drug and Alcohol Program, Contractor reserves the right to test any worker at any time.

**4. Injuries / Accidents**

All accidents, injuries, utility strikes or near misses shall be reported to Contractor at the time that they occur. A complete written report for any major events will be required within three days of the occurrence.

**5. Discipline**

Contractor reserves the right to suspend or remove any worker or contractor from any projects for failure to comply with safety requirements.

**6. Orientations and Training**

* All workers are required to attend a Contractor safety orientation prior to starting work. Subcontractors must conduct a “Tool Box Safety Meeting” at least once a week and all on site subcontractor employees must attend. Visitors must receive a basic “Visitor Orientation”, conducted by J.M. Wilkerson Construction, before they will be allowed on site.
* All workers are required to attend a weekly J.M. Wilkerson Construction job wide safety stand down.

**7. JHA Compliance**

All subcontractors are required to create a JHA/PTP for each major task or non-routine process associated with their work. The subcontractor shall review these documents with the crew before starting work each morning.

**8. Housekeeping**

Subcontractors are required to pick up their trash and debris on a daily basis. Materials, tools and storage areas shall be kept in a neat, orderly fashion. Failure to maintain good housekeeping is a violation of this Exhibit and can result in disciplinary action. Contractor reserves the right to back charge any subcontractor that does not keep the project clean for expenses incurred to clean the work area.

**9. Ladders**

Ladders that are used on a J.M. Wilkerson Construction project must not be rated less than “Type I - Industrial”. Trestle ladders shall not be used on a J.M. Wilkerson project without the consent of the J.M. Wilkerson site safety leader or the site superintendent.

* Extension ladders must be approved by the J.M. Wilkerson Construction project team and stabilizers are required when in use.
* Ladders may not be used to create an access/egress to buildings or elevated stair levels. Projects are required to use stair towers or structural stairs.

**10. Excavations**

Workers are not allowed to work in an excavation in excess of 4 feet deep unless the excavation is sloped, stepped or shored. End plates are required on trench boxes unless an “acceptable” alternate plan is authorized by the J.M. Wilkerson Construction Safety Director. Subcontractors working in excavations on a J.M. Wilkerson Construction project shall have a trench safety plan.

All excavation procedures require a dig permit as well as J.M. Wilkerson Construction notification and approval prior to the start of the procedure.

**11. Fall Protection**

Fall protection is required when any worker is exposed to a fall of 6 foot or greater. Monitors are not allowed in lieu of conventional fall protection methods. Fall protection is also required in any mechanically elevated work platforms, such as scissor lifts, if their use is recommended by the manufacturer. Any exceptions to these requirements must be in writing and approved by the J.M. Wilkerson Construction site safety leader or the site superintendent.

**12. Electrical**

Only three wire extension cords rated for “hard” or “extra hard” usage are permitted. Any exceptions to these requirements must be in writing and approved by the site superintendent.

**Energized Equipment/Systems** - Work on or near exposed energized systems (e.g. Electrical, Fluid, Air) is prohibited unless authorized by an officer of J.M. Wilkerson Construction

* Overhead power lines at all entrances to projects must be properly marked with danger, voltage, and height signage.
* Fourteen (14) gauge electrical cords or heavier shall be utilized. Sixteen (16) gauge cords **will not** be permitted.
* All work requiring a Hot Permit require J.M. Wilkerson Construction notification and approval.
* Working on any energized equipment without the approval of J.M. Wilkerson Construction Safety Director is prohibited.

**13. Lifting Operations**

All cranes to be used on a J.M. Wilkerson Construction project shall have an annual third party inspection conducted prior to initially starting work. Suspension lifting by heavy equipment [other than cranes] is prohibited, except when an attachment point and/or lifting device designed and engineered for use with a specific piece of heavy equipment is used in conjunction with the applicable load chart. Mechanically elevated work platforms shall not be used as a means of transporting materials from floor to floor. Any exceptions to this requirement must be in writing and approved by, J.M. Wilkerson Safety Director.

**14. Personal Protective Equipment**

Safety glasses, hardhats, shirts with sleeves, longs pants, work boots/shoes and hi-visibility vests or shirts are required on all J.M. Wilkerson projects. Welding hoods will be worn with hard hats. Chain saw use will require chaps, hearing protection, face shields and gloves. Foot covers will be worn with tamper style soil compactors and jack hammers.

**15. HazCom Programs**

Subcontractors shall submit copies of their MSDS to Contractor to be stored in a designated location. MSDS shall be added to the inventory as chemicals are brought on site.

**16. Environmental Compliance**

It is the duty of J.M. Wilkerson Construction and our subcontractors to comply with all environmental laws and regulations. Subcontractors that create spills, discharge pollutants or cause damage to any environmental best management practices will be held responsible for their actions.

**17**. **Scaffolds**

All scaffolds three (3) bucks high are required to have a stair tower installed. Ladders are prohibited for access/egress above two bucks. Any deviation from this SOP must be submitted and approved by the J.M. Wilkerson Construction Safety Director.

**18. Cranes**

* All cranes shall have anti-two blocking devices installed at all times.
* Cranes and rigging will operate under the OSHA 1926.1400 standard.
* All crane operators must be NCCO qualified.
* All cranes shall have a third party inspection performed yearly.
* All tower cranes shall have a third party inspection every three (3) months and after every addition.

**19. Equipment**

All equipment must be inspected daily and the inspection checklist kept on file with subcontractor.

**20. Pre-Planning**

Subcontractor and its subcontractors or venders shall adhere to J.M. Wilkerson Construction site Logistics plan.

**21. Training**

Training Requirements for Subcontractor Competent Person

* + OSHA 30 Hour
  + OSHA 10 Hour refresher every four (4) years
  + CPR/First Aid Certification as required by Red Cross

Training Requirements for Subcontractor Supervisors/Foreman

* + OSHA 10 Hour refresher every four (4) years

**22. Reporting Information**

Subcontractor shall report to J.M. Wilkerson Construction all hours worked by its employees and the employees of all of its Subcontractors, consultants or vendors who worked or are working on the project site, all in accordance with J.M. Wilkerson Construction directives.

**23. Engineering**

Third party engineering approval on all deck form drawings and all deck forms must be inspected by a third party inspector prior to any concrete pour.

All steel erection sequence drawings must be received and reviewed by a J.M. Wilkerson Construction project team prior to any steel erection procedure.

Subcontractor Exhibit “C”

SUBCONTRACTOR’S INSURANCE PROVISIONS

**SUBCONTRACTOR'S INSURANCE**

Before commencing the Subcontract work, and as a condition precedent to any payment, the Subcontractor shall purchase and maintain insurance in conformance with the provisions contained in this Exhibit and reflected in the Sample Certificate of Insurance. This insurance will provide a defense and indemnify the Contractor, but only with respect to liability for bodily injury, property damage and personal and advertising injury caused in whole or in part by the Subcontractor’s acts or omissions or the acts or omissions of those acting on the Subcontractor’s behalf.

Proof of this insurance shall be provided to the Contractor before the work commences, as set forth below. To the extent that the Subcontractor subcontracts with any other entity or individual to perform all or part of the Subcontractor's work, the Subcontractor shall require the other Sub-Subcontractors to furnish evidence of equivalent insurance coverage, in all respects, terms and conditions as set forth herein, prior to the commencement of work by the Sub-Subcontractor. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Contractor of Subcontractor's or the Sub-Subcontractor's insurance obligations set forth herein.

In the event that the insurance company(ies) issuing the policy(ies) required by this exhibit deny coverage to the Contractor, the Subcontractor or the Sub-Subcontractor will, upon demand by the Contractor, defend and indemnify the Contractor at the Subcontractor's or Sub-Subcontractor’s expense.

**MINIMUM LIMITS OF LIABILITY**

The Subcontractor must maintain the required insurance with a carrier rated A- or better by A. M. Best. The Subcontractor shall maintain at least the limits of liability as set forth below:

**Commercial General Liability Insurance**

$1,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)

$2,000,000 General Aggregate

$2,000,000 Ongoing & /Completed Operations Aggregate

$1,000,000 Personal and Advertising Injury Limit

**Business or Commercial Automobile Liability Insurance**

$1,000,000 combined single limit per accident

**Workers' Compensation and Employers' Liability Insurance**

$100,000 Each Accident

$100,000 Each Employee for Injury by Disease

$500,000 Aggregate for Injury by Disease

**Excess or Umbrella Liability (to overlay Employer’s Liability, Automobile Liability and Commercial Liability coverages)**

$1,000,000 occurrence/aggregate

**Professional Liability Insurance**: To the extent that the Work involves the work of professionals, the Subcontractor shall require any such professionals employed or retained by the Subcontractor with respect to any of the Subcontractor's Work to maintain Project Specific Professional Liability Insurance with a company satisfactory to the Contractor, including contractual liability insurance against the liability assumed in this Agreement, and including coverage for any professional liability caused by any of those professional's employees, agents, or consultants. Said insurance shall have specific minimum limits as follows:

1. Limit of $1,000,000.00 per claim;
2. General Aggregate of $2,000,000.00 for the subcontract services rendered.

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all subcontract services rendered by the professional. Said insurance shall be continued in effect with an extended period covering the duration of the applicable statute of repose. Such insurance shall have a maximum deductible amount of $25,000.00 per occurrence. The deductible shall be paid by the Subcontractor. The Subcontractor shall require each design professional employed or retained by the Subcontractor to furnish to the Subcontractor and Contractor, prior to commencing any services, a copy of her/his professional liability policy(ies) evidencing the coverages required in this Article. No policy shall be cancelled or modified without thirty (30) days’ prior written notice to the Subcontractor and Contractor.

**Additional Insured Status and Certificate of Insurance**

The Contractor and Owner, along with their respective officers, agents and employees, shall be named as additional insureds for Ongoing Operations and Products/Completed Operations on the Subcontractor's and any Sub-Subcontractor's Commercial General Liability Policy, which must be **primary and noncontributory** with respect to the additional insureds. This insurance shall remain in effect as set forth below, in the "Continuation of Coverage" provision.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Contractor is deemed excess, non-contributory and not co-primary in relation to the coverage(s) procured by the Subcontractor, the Sub-Subcontractor or any of their respective consultants, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation or applicable case law.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of Contractor and Owner, and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all projects during the policy term.

Prior to commencement of work, Subcontractor shall submit a Certificate of Insurance in favor of Contractor and an Additional Insured Endorsement (in a form acceptable to the Contractor) as required hereunder. The Certificate shall provide for thirty (30) days' notice to Contractor for cancellation or any change in coverage. Copies of insurance policies shall promptly be made available to the Contractor upon request.

**NO LIMITATION ON LIABILITY**

With regard to any and all claims against the additional insured by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**CANCELLATION, RENEWAL AND MODIFICATION**

The Subcontractor shall maintain in effect all insurance coverages required under this Agreement at the Subcontractor's sole expense and with insurance companies acceptable to the Contractor until final completion and acceptance of the entirety of the Subcontract Work; or longer if so provided in the Agreement such as with respect to completed operations coverage. Certificates of insurance showing required coverage to be in force must be delivered to the Contractor prior to commencement of the Subcontract Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Agreement, this shall be considered a material breach of the contract, entitling the Contractor, at its sole discretion, to purchase such equivalent coverage as desired for the Contractor's benefit and charge the expense to the Subcontractor, or, in the alternative, exercise all remedies otherwise provided in the contract, or as permitted by law or equity.

**CONTINUATION OF COVERAGE**

The Subcontractor shall continue to carry Completed Operations Liability Insurance for at least three (3) years after either ninety (90) days following Substantial Completion of the Work or final payment to the Contractor, whichever is later. The Subcontractor shall furnish the Contractor evidence of such insurance at final payment and in each successive year during which the insurance coverage must remain in effect.

ACKNOWLEDGMENT OF REFERRAL OF THIS PROVISION TO THE SUBCONTRACTOR’S INSURANCE AGENT OR BROKER

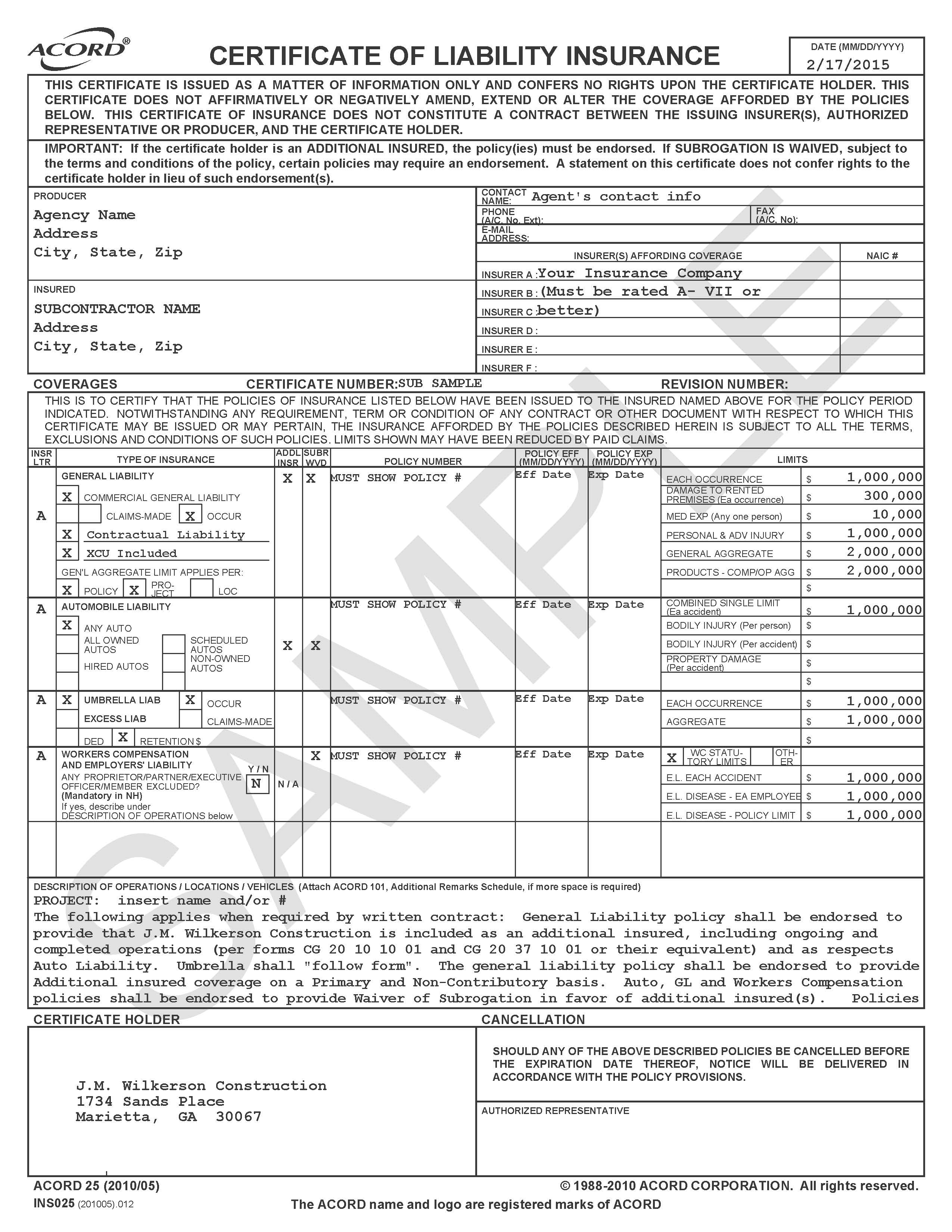
The Subcontractor represents that it has provided a copy of the "Insurance Provisions" to his insurance agent and/or broker, and that the Subcontractor has instructed the agent/broker to provide insurance in full compliance with the terms and conditions herein.

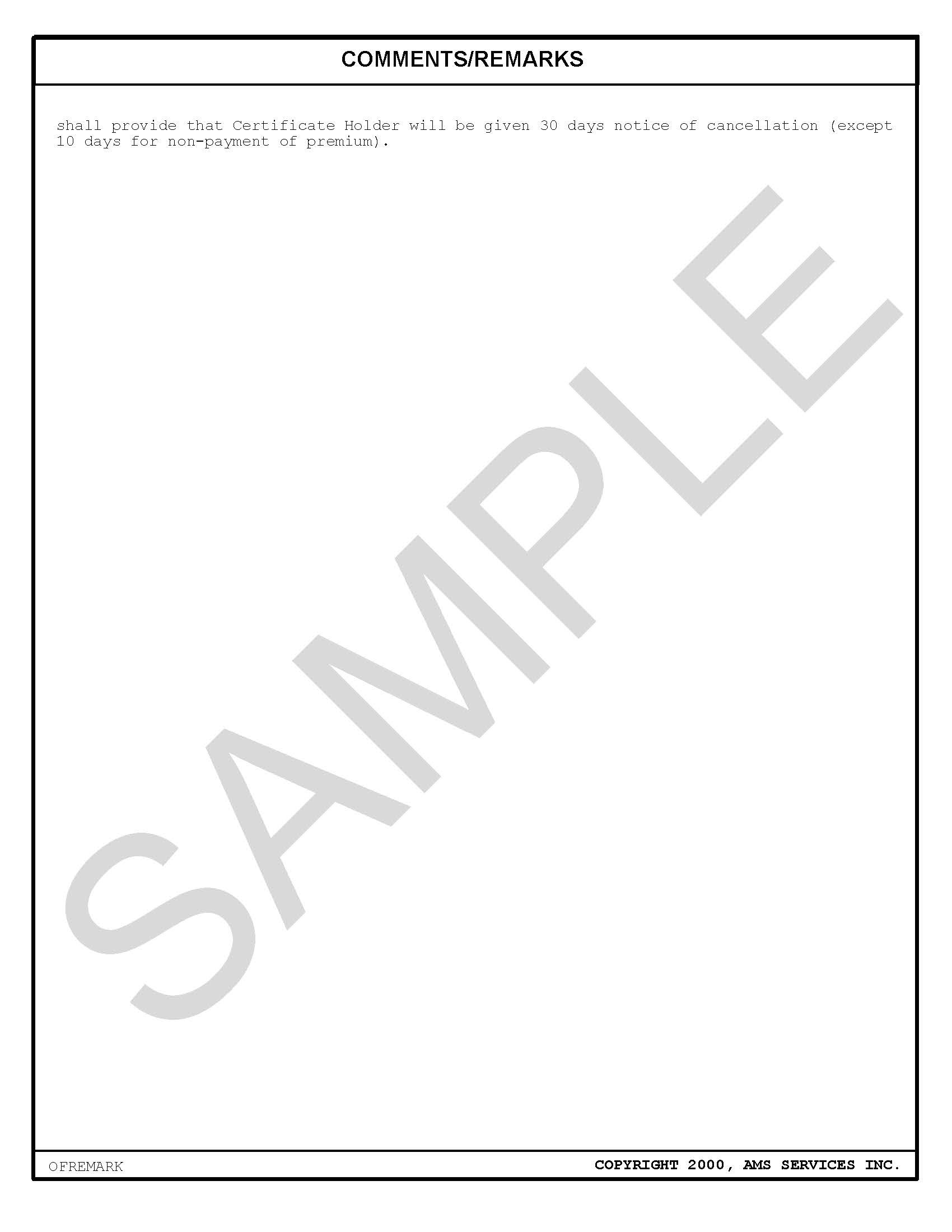
The Contractor and Subcontractor hereby acknowledge that this Exhibit is considered a material term of the Subcontract.

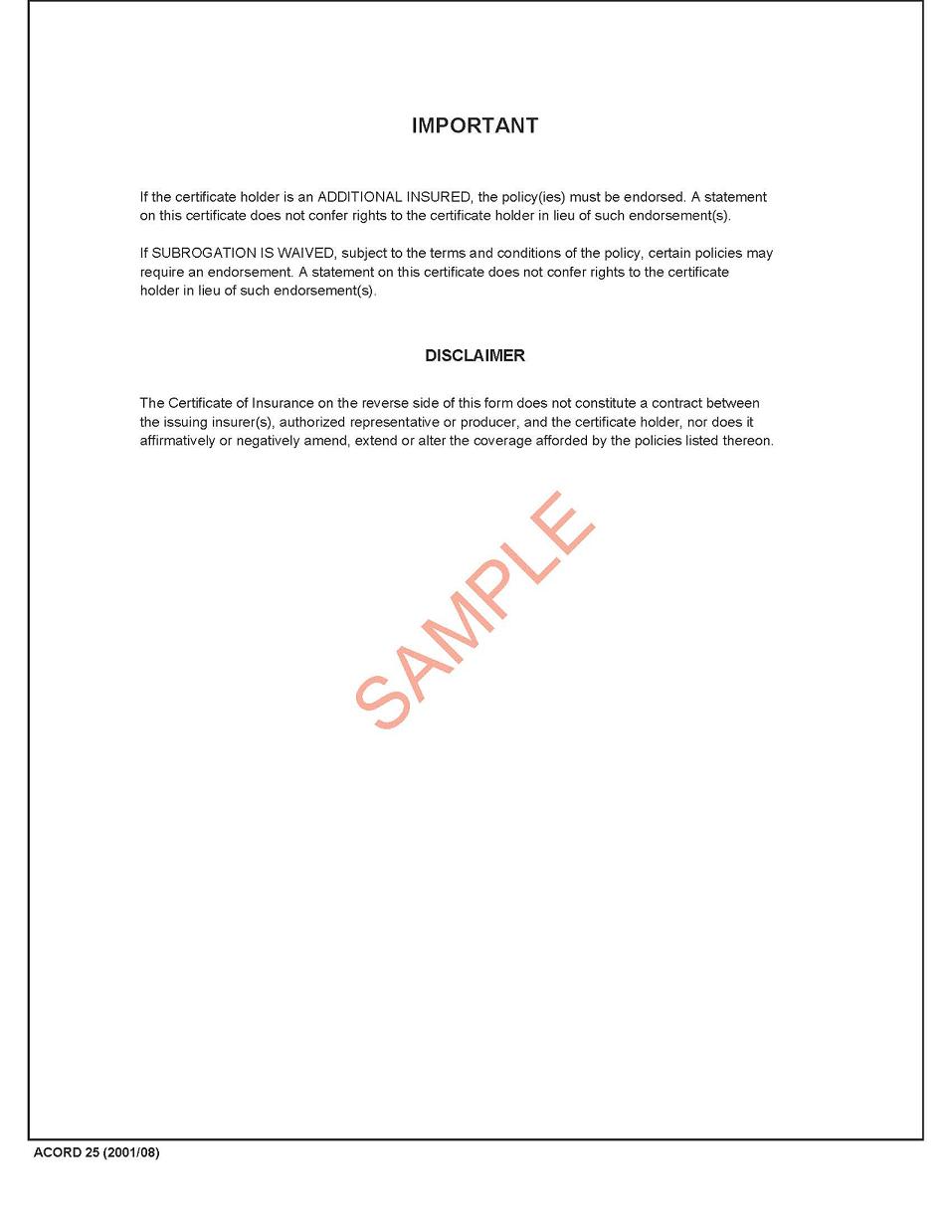
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On Behalf of the Contractor On Behalf of the Subcontractor

Date: Date:







Subcontractor Exhibit “D”

STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY

It will continue to be the policy of this company to ensure employment opportunity to all qualified persons without regard to race, color, religion, sex or national origin. This policy is applicable to all matters relating to hiring, recruiting, training, promoting, transferring and terminating, except where sex is a “bona fide” occupational qualification, as interpreted under the Civil Rights Act of 1964 and Executive Order 11246.

It is also the policy of this company to ensure that all employment and promotional decisions are in accord with principles of Equal Employment opportunity by imposing only valid requirements for such employment and promotional opportunities, including, but not limited to, educational, training and/or experience.

All personnel actions, i.e. compensation, benefits transfers, layoffs, rehiring, employer sponsored training, education, tuition assistance, social or recreational programs shall be administered without regard to race, creed, color, sex or national origin.

This company will not maintain or provide for employees any segregated facilities at any of its establishments, nor does it permit employees to perform their services at any location, under its control, where segregated facilities are maintained.

This statement of Equal Employment Opportunity shall be disseminated to all Subcontractors, major suppliers, employees and its officers of this company and it shall be known that the PRESIDENT of J.M. Wilkerson Construction wholly embraces the provisions of the Civil Rights Act of 1964, Executive Order 11246 and any amendments thereto.

Please sign as acknowledgment of and your concurrence with this STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY.

Sincerely,

Brett Hawley

President

Our Concurrence in your EQUAL OPPORTUNITY POLICY is hereby acknowledged.

BY:

(Subcontractor’s Signature)

DATE:

Subcontractor Exhibit “E”

PAYMENT METHODOLGY

\_\_X\_\_ USE GC PAY ONLINE SOFTWARE

or

\_\_\_\_\_ APPLICATION AND CERTIFICATION FOR PAYMENT (REQUISITION)

1. Request for payment must be made using J.M. Wilkerson Construction’s documents G702 & G703 (Available for download at [www.jmwilkerson.com](http://www.jmwilkerson.com)) or through the GC Pay online software. Documents must be fully executed. (Execution includes: Original Signature, Dated, & Notarized) If the pay application is not fully executed it will be rejected and returned to you for correction. Notarization is not required when the project is utilizing GC Pay.
2. All pay applications must be received in our office or submitted through GC Pay no later than the 25th of each month.
3. Upon payment, each subcontractor is required to submit an interim waiver of lien (Exhibit F) for all interim pay applications. Subcontractor may submit lien waiver with the pay application, before payment or sign one when picking up the payment at J.M. Wilkerson Construction’s main office.
4. The unconditional waiver of lien must accompany the request for retention release. (Exhibit G).
5. The G703 must be completed and submitted with each pay application.

**Special Notes:**

1. Any check being picked up at the J.M. Wilkerson Construction’s main office which requires a signature on a lien waiver - can only be picked up by an officer of the company. A NON-OFFICER CAN NOT SIGN THE LIEN WAIVER AND PICK UP CHECK.
2. Pay applications received after the 25th of the month will not be processed until the next billing period.
3. Contractor will only release payment to subcontractor when payment is received from Owner.
4. Contractor will not complete your invoice for you. If you are having difficulty completing the invoice form, please call the Project Manager for assistance.
5. Do not include change orders on your invoice that have not been fully executed. Fully Executed means: Contractor has signed and/or executed the change order and returned to you.
6. Contractor may deduct back charges without your consent or notification.

INSTRUCTIONS FOR COMPLETING THE J.M. WILKERSON CONSTRUCTION’S SWORN STATEMENT

1. Every Subcontractor on this project whose total Subcontract amount exceeds $5,000.00 (either initially or as a result of change orders) must sign and notarize the attached Sworn Statement or complete the same in the GC Pay online software.
2. It is due with each and every pay application and its receipt is a condition precedent to payment.
3. The purpose of the document is to get a listing from your company of all significant labor or material obligations and to get lien waivers from each of them for the amounts they have received.
4. Direct labor or material from your own inventory, regardless of the amount, is not required to be listed.
5. It must include *every* sub-subcontractor, *every* supplier of contract labor, and *every* materialman (vendors) to whom your company has paid or will pay $5,000.00 or more, *OR* who has sent us a “Notice to Contractor” form.
6. For each entity listed, an Interim Lien Waiver must also be provided in the amount listed as paid-to-date.
7. A Final Lien Waiver for their total contract/PO amount listed will be required from each listed entity as a condition precedent to your final payment on the project.

SWORN STATEMENT FROM SUBCONTRACTOR TO J.M. WILKERSON CONSTRUCTION

THE STATE OF GEORGIA )

)

) KNOW ALL MEN BY THESE PRESENTS:

)

COUNTY OF ­­­­­­­­­­­­­­­­ )

BEFORE ME, the undersigned authority, on this day appeared (your name) who being first duly sworn, deposed and said:

1. (Subcontractor Name), hereinafter called "Subcontractor" on or about (Date of Subcontract) entered into a written Subcontract (the "Subcontract") with J.M. Wilkerson Construction, hereinafter called "Contractor" for the furnishing of materials and performance of work incident to the construction and completion of a project in County, Georgia known as , (the "Work").

2. That he/she, is (your title) of (Subcontractor Name) and that he/she had full authority to make this affidavit on behalf of said Contractor.

3. That for the purpose of the Contract, the following parties have been contracted with and **have** **furnished or will furnish *materials* for, *and*/*or* have performed or will perform *labor* on the Work**.

4. That there is due and to become due them the amount set opposite their names.

5. That the following listing contains the names of **all persons and/or entities for *all work to date* on the project** who would, by virtue of the laws of the state in which the Work is located, be entitled to mechanic's, materialmen's or similar lien as a result of furnishing materials or labor or both in connection with the Work and whose contract amount is **$5,000.00 or more**.

6. That this Statement is made to Contractor for the purpose of obtaining payment from Contractor which is due under the Contract for pay period , Invoice No. .

|  |  |  |  |
| --- | --- | --- | --- |
| Company Name | Contract For | Total Amount of Contract, Purchase Order, or Value of Materials &/or Labor | Amount Paid \* |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

* For Progress Payments, attach copies of the Partial Lien Waivers from *each* of the persons/sub/vendors listed in the amount listed as “Paid”.
* For Final Payment, attach original Final Lien Waivers from each of the persons/sub/vendors listed for the full amount of the Contract/PO/Aggregate billings.

Signed

SUBSCRIBED AND SWORN to by ,

(Printed Name of Authorized Officer)

before me, the undersigned authority, on this day of , 20\_\_\_, to satisfy which

witness my hand and seal of office.

Notary Public in and for the State of

My Commission Expires:

Dear «FirmName»,

If the GC Pay box at the top of Subcontractor Exhibit “E” is checked, J.M. Wilkerson Construction Co., Inc. is pleased to announce that we will be using an online payment application system on the «ProjectDescription» project. All subcontractors are required to utilize this system to submit pay applications.

There is no charge to use the GC Pay system. Simply go to the GC Pay website (<http://www.gcpay.com>) to register your company. Click the **Get Started** link at the top of the home page. If you have any questions during registration or need to register by phone, please call GC Pay Support toll-free at (877) 447-2584.

We look forward to utilizing this system and appreciate your efforts in learning the payment process.

Sincerely,

Jason Cureton

CFO/CTO

Subcontractor Exhibit “F”

INTERIM WAIVER AND RELEASE UPON PAYMENT AND INDEPENDENT WAIVER

Download the Interim Lien Waiver at [www.jmwilkerson.com](http://www.jmwilkerson.com)

Subcontractor Exhibit “G”

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT AND INDEPENDENT WAIVER

Download the Final Lien Waiver at [www.jmwilkerson.com](http://www.jmwilkerson.com)

Subcontractor Exhibit “H”

SUBCONTRACTOR WARRANTY FORM

PROJECT: «ProjectDescription»

OWNER: «Owner»

SUBCONTRACTOR: «FirmName»

We **«FirmName»,** Subcontractor for **J.M. Wilkerson Construction,** as described in Specification Section(s):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do herby warrant that all labor and material furnished and work performed in conjunction with the above project will be free from defects due to defective materials or workmanship for a period of \_\_\_\_\_ year(s) from the Date of Substantial Completion.

This Warranty commences on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and expires on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date of Substantial Completion)

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to J.M. Wilkerson Construction or Owner.

J.M. Wilkerson Construction or Owner will give Subcontractor written notice of defective work. Should Subcontractor fail to correct defective work within 30 days after receiving written notice, J.M. Wilkerson Construction or Owner may, at his option, correct defect and charge Subcontractor all cost for such corrections. Subcontractor agrees to pay such charge on demand.

Nothing in the above shall be deemed to apply to work, which has been abused or neglected by the Owner.

|  |  |  |
| --- | --- | --- |
| **J.M. Wilkerson Construction** |  | **«FirmName»** |
| Contractor |  | Subcontractor |
| (signature) |  | (signature) |
| TITLE: |  | TITLE: |
| Date: |  | DATE: |

Subcontractor Exhibit “I”

SUBCONTRACTOR CHECKLIST

The following checklist is provided as convenience to the Subcontractor, to assist you in ensuring that all documentation required is submitted at the time required. Not following these procedures will delay your payments.

* 1. **Prior to Beginning work at the Jobsite**

1. Execute this entire subcontract package and return to JMW’s main office for execution.
2. Submit Certificate of Insurance as required.
3. Submit all Safety and MSDS data as required.
4. Submit Copy of Safety Program.
5. Submit Name of Competent person assigned to be on site
   1. **Prior to submitting the first request for payment:**
6. Submit your proposed schedule of values for approval.
7. Submit your proposed schedule of submittal dates for approval. (If Required)
8. Submit your W9 form.
   1. **At the time your request for payment are submitted:**
9. Ensure that all items in section A&B above have been submitted.
10. Check to be sure that your Certificate of Insurance does not expire before the end of the period for which you are billing.
11. Submit your pay request on the JMW G702 & G703 forms.
12. Ensure that the pay application is fully executed original.
13. Make sure the pay application is submitted no later than the 25th of the month.
14. Ensure that you are only billing for work that is completed.
15. Ensure that you do not bill for any change orders, which have not been fully executed.
16. Include the appropriate Interim or Final Lien Waiver with pay application.

* 1. **At the time you submit your final request for release of retainage:**

1. Include the Unconditional Waiver of Lien.
2. Include the Subcontractor Warranty Form.
3. Submit Operation Manuals and Equipment Warranties complete with serial numbers, model numbers (3) copies.

The above terms and conditions must be met in full prior to final payment. Any changes to contact resulting in an addition or deduction from base bid must be in writing and approved by the Project Manager prior to commencement of work.

Subcontractor Exhibit “J”

W-9 FORM (TO BE SUBMITTED PRIOR TO FIRST APPLICATION FOR PAYMENT)

Download the W-9 Form at [www.jmwilkerson.com](http://www.jmwilkerson.com)

Subcontractor Exhibit “K”

IMMIGRATION AND SECURITY AFFIDAVIT

1. In order to ensure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Subcontractor must initial section below:

\_\_\_\_\_\_\_ Subcontractor has registered with the Department of Homeland Security E-Verify program to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

1. Subcontractor warrants that Subcontractor has included a similar provision in all written agreements with any sub-subcontracts engaged to perform services under this Subcontract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Verification #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Verification Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_