



TQ CONSTRUCTORS, INC.
— TOTAL QUALITY —

Request for Subcontractor Proposals

Project:

Owner:

Randolph County School System
98 School Drive
Cuthbert, GA 39840

Construction Manager:

TQ Constructors, Inc.
1145 East Hiawatha
Metter, Georgia 30439

Randolph County K-12 School Facility

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Invitation to Bid

Randolph County K-12 School Facility

Subcontractor bids for the Randolph County K-12 School Facility will be received by TQ Constructors, Inc. **until August 29, 2023 at 1:00 pm**. Bids may be delivered or sent to:

TQ Constructors, Inc.
1145 East Hiawatha
Metter, GA 30439
Phone: 912-685-7950
Fax: 912-685-7951
bids@tqconstructorsinc.com

All subcontractor bids are to be submitted on the bid form(s) provided. Questions regarding project should be directed to Patrick Toole at bids@tqconstructorsinc.com. Requests for interpretation of the drawings, specifications, and/or bid packages must be submitted in writing to TQ Constructors not later than **1:00 PM on Wednesday, August 30, 2023**. **A Mandatory pre-bid meeting is scheduled for August 24, 2023, at 10:00 am at the Randolph-Clay County High School; 3451 GA-266, Cuthbert, GA 39840**. Bids will only be accepted from contactors who attend the pre-bid.

No bids may be withdrawn after the scheduled closing time for receipt of same for a period of ninety (60) days. Dates are subject to change. A notice will be sent to all bidders. All bids must be submitted on the Bid Form provided in bid packet to participating subcontractors.

Bidding documents, including plans, specifications, and bid packages, may be requested by contacting TQ Constructors' office or by email at bids@tqconstructorsinc.com. Bidding documents will be sent via email at no cost. Bidders are responsible for ensuring they have all addenda and acknowledged them on their proposal prior to submission of bids.

It is required that all subcontractors be in compliance with the Georgia law O.C.G.A. § 13-10-91 "Illegal Immigration Reform and Enforcement Act". Be registered and be authorized to use Federal Work Authorization Program "Employment Eligibility Verification (EEV)".

Instructions to Bidders

General

1. TQ Constructors, Inc., the construction manager for Randolph County School System, will receive proposals for furnishing all labor, materials, and equipment to perform all work necessary and incidental to the completion of Randolph County K-12 School Facility.
2. Bids will be received at the construction manager's office at 1145 East Hiawatha, Metter, Georgia 30439.
3. The Construction Manager reserves the right to reject any or all bids, make modifications to the work after bidding, and waive any informalities or irregularities in bids if it is deemed in the Owner's best interest to do so.
4. There is a pre-bid meeting scheduled for this project on August 24, 2023, at 10:00 am. The pre-bid is mandatory, and each bidder is to fully acquaint themselves with existing conditions there relating to construction and labor, and shall fully inform themselves of the facilities involved, any obstacles, and restrictions of the site. Bidders are to review all drawings, specifications, and all other documents prior to bidding.
5. It is the responsibilities of the subcontractor to field verify all measurements. Lack of knowledge on the part of the bidder will in no way relieve them of obligations and responsibilities assumed of under the contract.

Bids

1. All Bid proposals are to be submitted on bid form provided in bid package. If submitting unit price package a bid proposal must still be submitted with quote and a bid package assigned to it.
2. By submitting a bid, each bidders represents that:
 1. They have read and understand all the Bid Documents
 2. Bidder has visited the site and familiarized themselves with existing conditions.
4. Bidders are to submit proposals for each bid package on separate proposal forms. If any savings are applicable by any combination of bid packages then a separate proposal must be submitted along with individual bid package proposal forms.
5. All sales taxes and all material FOB jobsite costs must be included in bid proposals.
6. All bid submissions must be accompanied with the following forms:
 - a. Bid Form

b. Subcontractor Affidavit and Agreement

Addenda and Interpretations

1. Any addenda issued during the bidding period through email.
2. Bidders shall promptly notify the Construction Manager of any ambiguity, inconsistency or error which they may discover upon examination of the bid documents for each portion of the project or the site. Constructor Manager will not be responsible for any oral instructions or interpretations of the bid documents.
3. All interpretations will be made through an Addendum to the bid documents.

Permits and Licenses

1. The Construction Manager shall, unless otherwise noted in Bidding Documents, secure the building permit. The subcontractor shall secure all other permits (i.e. plumbing, mechanical, electrical, etc.) governmental fees, licenses and inspections necessary for the proper execution and completion of the work.
2. Bidders must be fully licensed and insured for the type of to be performed in the State of Georgia and Tattnall County (if applicable). See Insurance requirements section for coverage needed.

Award of Contract

1. It is the intended that separate contracts will be awarded for each bid package and that the work start as soon as possible.
2. Award of contracts for each bid package per the project will be made to the most qualified bidder; award may not be to the lowest bidder.

Alternates

1. Alternates, if requested, are to enable the Owner to compare total costs where alternate materials and methods might be used. Alternates will be described on the drawings and in bid documents.
2. Alternates for this project include: SEE BID PACKAGES

END OF SECTION

INSURANCE REQUIREMENTS

1. Required Insurance.

Subcontractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Schedule shall be placed with insurance companies licensed to do business, and "admitted," in the State where the project is located. All policies shall be written on an occurrence basis. All insurance required by this Schedule shall be in form, amounts and with coverage and deductibles satisfactory to TQ Constructors, Inc., in its sole discretion.

Certificate Holder and Additional Insured are to be as follows:

**TQ Constructors, Inc.
1145 E. Hiawatha St.
Metter, GA 30439**

Also, please include the following on the certificate:

Randolph County School System

1.1 Worker's Compensation. Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability with limits of \$500,000 for each accident, \$500,000 for each disease, \$500,000 for each employee for disease, in the aggregate, and \$1,000,000 policy limit. No deductibles are allowed.

1.2 Commercial General Liability Insurance. Commercial General Liability Insurance in Subcontractor's name with no less than \$1,000,000 in limits per occurrence and \$2,000,000 in the aggregate per project (which can be provided through a combination of primary and umbrella liability policies). Such policy (ies) shall be the broadest enhanced Commercial General Liability coverage currently available in the market, but in no case less than or more restrictive than the ISO 2001 form or its equivalent. Such policy (ies) must be further endorsed to:

- (a) Name Owner, TQ Constructors, Inc. and each of their respective affiliates, subsidiaries, parent corporations, owners, managers, trustees, directors, members, partners, officers, shareholders, employees and agents (individually, an "Owner Party" and collectively, the "Owner Parties") as additional insureds.
- (b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.
- (c) Waive any and all right of subrogation against all of the Owner Parties.
- (d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.
- (e) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.
- (f) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and

discrimination.

- (g) Provide Contingent Employer's liability coverage
- (h) Provide blanket contractual liability coverage, including the liability assumed by the Subcontractor under Section 6 of the Contract and the indemnification provisions of the Contract Documents;
- (i) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.3 Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damage arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 per accident. Such policy must be further endorsed to:

- (a) Name the Owner Parties as additional insureds.
- (b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.
- (c) Waive any and all right of subrogation against all of the Owner Parties.

1.4 Umbrella Excess Liability. Contract shall provide umbrella excess liability on an "occurrence" basis providing "following form" coverage for the underlying converges outlined above with the following limits:

- (a) Excess Liability (Umbrella Form)
- (b) General Aggregate \$1,000,000.00
- (c) Each Occurrence \$1,000,000.00

2. General Provisions applicable to all insurance.

2.1 Companies issuing the insurance policy or policies shall have no recourse against TQ Constructors, Inc. or Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Subcontractor.

2.2 All insurance coverages of Subcontractor shall be primary to any insurance or self-insurance program carried by TQ Constructors, Inc. or Owner applicable to the Project, and the "Other Insurance" provisions of any policies obtained by Subcontractor shall not apply to any insurance or self-insurance program carried by TQ Constructors, Inc. or Owner applicable to the Project.

2.3 The Certificates of Insurance must identify this Contract and be on the form approved by the Owner and TQ Constructors, Inc.

2.4 All insurance policies shall be fully performable in Georgia, and shall be construed in accordance with the laws of the State of Georgia.

2.5 All insurance policies to be provided by Subcontractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Georgia and that the exclusive venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Georgia.

2.6 The acceptance by TQ Constructors, Inc. of any Certificate of Insurance pursuant to the terms of this Contract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by TQ Constructors, Inc. that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

2.7 If any insurance provided pursuant to this Contract expires prior to the completion of the Subcontractor's Work, including all warranty obligations, renewal Certificates of Insurance and, if requested by TQ Constructors, Inc., certified, true copies of the renewal policies, may be viewed by TQ Constructors, Inc. thirty (30) calendar days prior to the date of expiration.

2.8 Should at any time Subcontractor not maintain the insurance coverages required in this Agreement, TQ Constructors, Inc. may, with thirty (30) days written notice, terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge Subcontractor for such coverages purchased. If Subcontractor fails to reimburse TQ Constructors, Inc. for such costs within thirty (30) calendar days after demand, TQ Constructors, Inc. has the right to offset these costs from any amount due Subcontractor under this Contract. TQ Constructors, Inc. shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of TQ Constructors, Inc. to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

2.9 All insurance companies from whom Subcontractor obtains the insurance policies required hereunder must meet the following minimum requirements:

- (a) The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Georgia to transact the appropriate insurance business in the State of Georgia.
- (b) The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.
- (c) The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".
- (d) The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

2.10 TQ Constructors, Inc. and Subcontractor waive all rights of subrogation against each other, the Owner, any other parties set forth in the waiver of subrogation provisions of the Contract Documents, and the board members, directors, officers, agents, employees, sub-consultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, except Workers Compensation and Professional Liability to the extent such damages or injuries are covered by such insurance, except no party hereto waives any rights they may have to the proceeds of such insurance held by another party. Subcontractor shall require similar waivers from all its lower-tier subcontractors. If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorsed.

STANDARD FORM CONSTRUCTION SUBCONTRACT

This Subcontract is effective as of: **Date**

By and between **TQ Constructors, Inc.**
of **1145 East Hiawatha Street**
Metter, GA 30439
Telephone **912-685-7950** hereinafter referred to as the "Contractor"

And **Subcontractor**
of **Address**
Telephone **(xxx) xxx-xxxx** hereinafter referred to as the "Subcontractor."

WITNESSETH: The following terms and conditions are hereby mutually agreed to by and between the Contractor and the Subcontractor:

**ARTICLE 1
DEFINITION OF SUBCONTRACT TERMS**

PROJECT: **Project Name**

OWNER: *(The term "Owner" as used in the Subcontract Documents shall mean the person or entity referred to above or the owner's authorized representative.)*

CONTRACT: *(Define Contract between Contractor and Owner. The term "Contract" as used in the Subcontract Documents shall mean the Contract between the Contractor and the Owner.)*

SUBCONTRACT: The Subcontract is the entire and integrated agreement between the Contractor and the Subcontractor.

SUBCONTRACT AGREEMENT: The Subcontract Agreement is this standard form construction subcontract, identified as Subcontract Agreement No. **18xxx**, which forms a part of the Subcontract Documents.

SUBCONTRACT WORK: (As more particularly described in Article 4)

Division

ARCHITECT; **Architect**
Address

CONTRACTOR: **TQ Constructors, Inc.**
1145 E. Hiawatha Street, Metter, GA 30439

SUBCONTRACTOR: **Subcontractor**
Address

**ARTICLE 2
SUBCONTRACT PRICE**

As full compensation for performance of the Subcontract, Contractor agrees to pay Subcontractor in current funds the Subcontract price for the satisfactory performance of the Subcontract Work, in the manner described below, subject to all applicable provisions of the Subcontract:

This contract is for the firm fixed Price of **Dollars**
Hereafter referred to as the "**Subcontract Price.**" **\$0.00**

**ARTICLE 3
SUBCONTRACT DOCUMENTS**

3.1 The Subcontract Documents consist of the Subcontract Agreement No. **18xxx** and the following listed documents, Exhibits, Attachments and Schedules which are all incorporated by reference and made a part hereof:

- Exhibit A - Subcontractor Data Form
- Exhibit B - Guarantee
- Exhibit C - Subcontractors Instructions for Payment
- Exhibit D - Application for Payment
- Exhibit E - Application for Final Payment
- Exhibit F - Interim Waiver and Release upon Payment

3.2 The Subcontract Documents which are binding on the Subcontractor are set forth in Paragraph 3.1. Prior to execution of the Subcontract Agreement, Subcontractor may review copies of the Subcontract Documents to which the Subcontractor will be bound. The Subcontractor similarly shall make copies of applicable portions of the Subcontract Documents available to its proposed subcontractors and suppliers. Nothing herein shall prohibit the Subcontractor from obtaining copies of the Subcontract Documents from the Contractor at any time after the Subcontract Agreement is executed. Where any provision of the documents listed in Article 3 hereof, is inconsistent with a provision of this Subcontract Agreement, this Subcontract Agreement shall govern. Nothing in the Subcontract Documents shall be construed to create a contractual relationship between persons or entities other than the Contractor and Subcontractor.

ARTICLE 4 SCOPE OF SUBCONTRACT WORK

4.1 The Contractor has retained the Subcontractor to provide the labor, materials, equipment, and services referred to herein, including all applicable taxes, fees, licenses, and Insurance to install as per plans and specifications, including Addenda **1-x**, as prepared by **Architect**, and to perform the Subcontract Work as an independent contractor. The Subcontractor shall perform such work (hereinafter called the "Subcontract Work") under the general direction of the Contractor and in accordance with this Subcontract.

4.2 The scope of the Subcontract Work shall consist of all work necessary or incidental to complete the: **Div. 0** work for the Project in accordance with and reasonably inferable from the Subcontract Documents as being necessary to produce the intended results and as more particularly, though not exclusively, specified in :

Division
Section

Subcontractor is responsible for daily clean up. Subcontractor agrees that Field Superintendent will provide daily reports which include: number of employees on site, their activity and area of activity.

4.3 TEMPORARY SERVICES. The Contractor will provide to the Subcontractor the following temporary services at the Project site during the performance of this Subcontract at no charge to the Subcontractor: The Subcontractor will provide, at its own expense, all other necessary temporary services for the completion of its Subcontract Work.

4.4 OTHER SPECIAL PROVISIONS.

ARTICLE 5 SURETY BONDING

5.1 COPY OF CONTRACTOR BONDS. The Subcontractor is entitled to receive from the Contractor, upon request, copies of any payment and performance bonds furnished by the Contractor for the Project.

5.2 SUBCONTRACT BONDS.

5.2.1 The parties may agree that the Subcontractor shall furnish to the Contractor, as the named Obligee, appropriate surety bonds to secure the faithful performance of the Subcontract Work and to satisfy all Subcontractor payment obligations arising there under. The Subcontractor surety bond requirements, if any, applicable to this Subcontract are as follow

Subcontractor Performance Bond- **Not Required**
Subcontractor Payment Bond- **Not Required**

5.2.2 If a performance or payment bond, or both, are required of the Subcontractor under this subcontract, then said bonds shall be in the full amount of the Subcontract Price, unless otherwise specified herein and said bonds shall be in a form and by a surety mutually agreeable to the Contractor and Subcontractor.

5.2.3 The Subcontractor shall be reimbursed, less retainage, for the cost of any required performance or payment bonds simultaneously with the first progress payment hereunder. The reimbursement amount for the Subcontractor Bonds shall not exceed _____ percent or \$_____ of the Subcontract Price, whichever is less, which sum is included in the Subcontract Price. A copy of the bond premium invoice must be submitted with the application for payment.

5.2.4 In the event the subcontractor shall fail to promptly provide any required bonds, the contractor may terminate this Subcontract and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All contractor costs and expenses incurred by the contractor as a result of said termination shall be paid by the Subcontractor.

5.2.5 If Subcontractor is not bondable, Contractor may accept a Personal Guaranty in lieu of a Payment and Performance Bond. See attached Exhibit B.

**ARTICLE 6
PERFORMANCE OF WORK**

6.1 DATE OF COMMENCEMENT. The Date of Commencement is the date the Subcontractor is authorized to commence work in a notice to proceed or otherwise.

6.2 SCHEDULE OF WORK. In a timely fashion, the Subcontractor shall provide the Contractor with any scheduling information proposed by the Subcontractor for the Subcontract Work. Contractor shall prepare the schedule for performance of the Contract (hereinafter called the "Schedule of Work") and shall revise and update such schedule, as necessary, as the work progresses. Subcontractor shall be bound by the Schedule of Work, as revised and updated by Contractor. The Contractor shall have the right to determine and, if necessary, change the time, order and priority in which the various portions of the work shall be performed. The Contractor shall have the right to require longer work hours, additional manpower, or such other measures as Contractor deems necessary to maintain the schedule, all at no additional cost to Contractor.

6.3 SUBCONTRACT PERFORMANCE. The Subcontractor shall use its best care, skill and diligence in supervising and directing the Subcontract Work. The Subcontract shall have responsibility and control over the performance of the Subcontract Work, including the construction methods, techniques, means and sequences for coordinating and completing the various portions of the Subcontract Work, unless the Subcontract gives other specific instructions concerning these matters.

6.4 USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers shall use the Contractor's equipment only with the express written permission of the Contractor's designated representative and in accordance with Contractor's terms and conditions for such use.

6.5 SUBCONTRACT TIME. Time is of the essence of this Subcontract. The Subcontractor shall be liable to the Contractor for damages incurred as a result of Subcontractor's untimely performance including consequential damages.

6.6 WORK HOURS. A minimum of 40 hours per weeks shall be worked by the necessary work forces of the Subcontractor. Subcontractor at its expense shall work such overtime as required to meet the Schedule of Work as revised or updated by Contractor. In the event of inclement weather or other such events preventing the Subcontractor from performing work during normal working hours, the missed time shall be made up at other times during the remainder of the week, as necessary to complete a minimum of hours in the week. The Job Superintendent must be notified at least one working day in advance of when make-up time will be worked. The Subcontractor shall work such additional hours as necessary to maintain the project schedule. The Contractor may require the Subcontractor to work such additional hours as Contractor deems necessary to maintain the schedule.

**ARTICLE 7
SUBCONTRACT INTERPRETATION**

7.1 INCONSISTENCIES AND OMISSIONS. Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Subcontractor to so notify the Contractor in writing within three (3) working days of the Subcontractor's discovery thereof. Upon receipt of said notice, the Contractor shall instruct the subcontractor as to the measures to be taken and the Subcontractor shall comply with the Contractor's instructions. If the Subcontractor performs work knowing it to be contrary to any applicable laws, statutes, ordinances, building codes, rules or regulations without notice to the Contractor and advance approval by appropriate authorities, including the Contractor, then the Subcontractor shall assume full responsibility for such work and shall bear all associated costs, charges, fees and expenses necessarily incurred to remedy the violation.

7.2 LAW AND EFFECT. This Subcontract shall be governed by the law of the State in which the Project is located.

7.3 SEVERABILITY AND WAIVER. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this subcontract, or to exercise any right herein, shall not be constructed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance.

7.4 ATTORNEYS' FEES. Should the Contractor employ an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interests in any manner arising under this Subcontract, or to recover on a surety bond furnished by a party to this Subcontract, the Contractor, if it prevails shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses expended or incurred therein.

7.5 TITLES. The titles given to the Articles of this Subcontract Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

7.6 ENTIRE AGREEMENT. This Subcontract is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties hereto and, unless specifically referenced herein, supersedes all prior negotiations, representations, or agreements, either written or oral.

**ARTICLE 8
CONTRACTOR'S OBLIGATIONS**

8.1 AUTHORIZED REPRESENTATIVE. The Contractor shall designate one or more persons who shall be the Contractor's authorized representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) the Subcontractor shall look to for instructions, orders and/or directions, except in an emergency.

8.2 TIMELY COMMUNICATIONS. The Contractor, with reasonable promptness, shall transmit to the appropriate parties all submittals, transmittals, and written approvals relating to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, communications by and with the Subcontractor's subcontractors, material men and suppliers shall be through the Subcontractor.

8.3 LAYOUT RESPONSIBILITY AND LEVELS. The Contractor shall establish principal axis lines of the building and site whereupon the Subcontractor shall layout and be strictly responsible for the accuracy of the Subcontract Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its work correctly. The Subcontractor shall exercise prudence so that the actual final conditions and details of its Subcontract Work shall result in alignment of finish surfaces.

8.4 OWNER ABILITY TO PAY. The Subcontractor shall have the right to receive from the Contractor such information as the Contractor has obtained relative to the Owner's financial ability to pay for the Contract Work.

ARTICLE 9 SUBCONTRACTOR'S OBLIGATIONS

9.1 RESPONSIBILITIES. The Subcontractor shall furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work in accordance with and reasonably inferable from the Subcontract Documents. The Subcontractor shall provide to the Contractor a list of its proposed subcontractors and suppliers submitted on the form provided by Exhibit A of this contract, and be responsible for taking field dimensions, providing test, ordering of materials and all other actions as required to perform the Subcontract Work and to comply with the Schedule of Work.

9.2 SUBCONTRACTOR'S OBLIGATIONS FOR SITE VISITATION. The Subcontractor acknowledges that it has visited the Project site and visually inspected the general and local conditions which could affect the Subcontract Work. Any failure of the Subcontractor to reasonably ascertain from a visual inspection of the site, the general and local conditions which could affect the Subcontract Work, will not relieve the Subcontractor from its responsibility to properly complete the Subcontract Work without additional expense to the Contractor.

9.3 SHOP DRAWINGS, SAMPLES, PRODUCT DATA AND MANUFACTURERS' LITERATURE

9.3.1 The Subcontractor promptly shall submit for approval to the Contractor all shop drawings, samples, product data, manufacturers' literature and similar submittals required by the Subcontract Documents. The Subcontractor shall be responsible to the Contractor for the accuracy and conformity of its submittals to the Subcontract Documents. The Subcontractor shall prepare and deliver its submittals to the Contractor in a manner consistent with the Schedule of Work and in such time and sequence so as not to delay the Contractor or others in the performance of the Contract work. The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Subcontract Documents unless express written approval is obtained from the Contractor and Owner authorizing such deviation, substitution or change. In the event that the Subcontract Documents do not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon request to submit in a timely fashion to the Contractor for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Contractor, Owner or Architect.

9.3.2 The Contractor, Owner, and Architect are entitled to rely on the accuracy and completeness of any professional certifications required by the Subcontract Documents concerning the performance criteria of systems, equipment or materials, including all calculations relating thereto and any governing performance requirements.

9.4 COORDINATION AND COOPERATION

The Subcontractor shall:

- (a) Cooperate with the Contractor and all others whose work may interfere with the Subcontract Work;
- (b) Specifically note and immediately advise the Contractor of any interference with the Subcontract Work; and participate in the preparation of coordination drawings and work schedules involving the Subcontract Work.

9.5 AUTHORIZED REPRESENTATIVE. The Subcontractor shall designate one or more persons who shall be the authorized Subcontractor's representative(s) on-site and off-site. Such authorized representative(s) shall be the only person(s) to whom the Contractor shall issue instructions, orders or directions, except in an emergency.

9.6 COMMUNICATIONS unless otherwise provided in the Subcontract Documents, Subcontract communications by and with the Owner, Architect, separate contractors and/or other subcontractors and suppliers of Contractor, regardless of tier, shall be through the Contractor.

9.7 TEST AND INSPECTIONS. The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work or portions thereof at appropriate times so as not to delay the progress of the work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals and inspections. The Subcontractor shall bear all expenses associated with tests, inspections and approvals required of the Subcontractor by the Subcontract Documents which, unless otherwise agreed to, shall be conducted by an independent testing laboratory or entity approved by the Contractor and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract Documents, be secured by the Subcontractor and promptly delivered to the Contractor.

9.8 WORKMANSHIP. Every part of the Subcontract Work shall be executed in accordance with the Subcontract Documents in a workmanlike and substantial manner. All materials used in the Subcontract Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the work, and shall be new except such materials as may be expressly provided in the Subcontract Documents to be otherwise.

9.9 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store and install the items, unless otherwise provided in the Subcontract Documents, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor under this Subcontract.

9.10 SUBSTITUTIONS. No substitutions shall be made in the Subcontract Work unless permitted in the Subcontract Documents and only then upon the Subcontractor first receiving all approvals required under the Subcontract Documents for substitutions.

9.11 WARRANTY. The Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and as called for in the Subcontract Documents. The Subcontractor agrees to satisfy such warranty obligations which appear within the warranty period established in the Subcontract Documents without cost to the Owner or the Contractor. Unless otherwise specified in the Subcontract Documents, the Subcontractor shall warranty its work as described above for a period of **TWO (2)** year from the date(s) of substantial completion of all or each designated portion of the Subcontract Work or acceptance or use by the Contractor or Owner of each designated area, system, equipment and/or item, whichever is sooner. The Subcontractor further agrees to furnish any special warranties that shall be required in accordance with the Subcontract Documents for the Subcontract Work prior to final payment.

9.12 UNCOVERING/CORRECTION OF WORK

9.12.1 UNCOVERING OF WORK. If required in writing by the Contractor, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to the Subcontractor by the Contractor. Upon receipt of a written directive from the Contractor, the Subcontractor shall uncover such work for the Contractor's or Owner's inspection and then restore the uncovered work to its original condition at the Subcontractor's time and expense.

9.12.2 The Contractor may direct the Subcontractor to uncover portions of the Subcontract Work for inspection by the Owner or Contractor at any time. The Subcontractor is required to uncover such work whether or not the Contractor or Owner had requested to inspect the work prior to it being covered. Except as provided in paragraph 9.12.1, the Subcontract shall be adjusted by change order for the cost and time of uncovering and restoring any work which is uncovered for inspection and proves to be installed in accordance with the Subcontract Documents, provided the Contractor had not previously instructed the Subcontractor to leave the work uncovered. If the Subcontractor uncovers work pursuant to a directive issued by the Contractor, and such work upon inspection does not comply with the Subcontract Documents, then the Subcontractor shall be responsible for all costs and time of uncovering, correcting and restoring the work as to make it conform to the Subcontract Documents. If the Contractor or some other entity, for which the Subcontractor is not responsible, caused the nonconforming condition, the Contractor shall be required to adjust the Subcontract by change order for all such costs and time.

9.12.3 CORRECTION OF WORK. The Subcontractor is required to correct in a timely fashion any Subcontract Work rejected by the Contractor or Owner for failing to comply with the Subcontract Documents whether observed prior to the commencement of the warranty period(s) or during the warranty period(s) established under Paragraph 9.11. The Subcontractor shall correct at its own cost and time and bear the expense of additional services for any nonconforming Subcontract Work for which it is responsible.

9.13 CLEANUP. The Subcontractor will provide one man hour for every 40 man hours worked while they are on the job as their contribution to a composite cleanup crew, to work under TQ Constructor's direction. Workers assigned to the composite cleanup crew shall report to TQ Constructors Superintendent on the days and times directed by the Superintendent. The subcontractor shall cleanup and hall of debris on a daily basis. Failure to contribute to the weekly composite cleanup effort will result in a back charge from TQ Constructors to provide the service for you. This does not replace each subcontractors need to keep their work place clean at all times. The Subcontractor shall follow the Contractor's cleanup directions, and remove debris resulting from the Subcontract Work; and (b) broom cleans each work area prior to discontinuing work in each area. If the Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from the Contractor of noncompliance, the Contractor may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor under this Subcontract.

9.14 SAFETY OF PERSONS AND PROPERTY

9.14.1 The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

- (a) Employees and other persons at the site;
- (b) Materials and equipment stored at the site or at off-site locations for use in performance of the Contract work;
- (c) All property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Contract Work.

9.14.2 The Subcontractor shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.

9.14.3 The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss or damage.

9.14.4 The Subcontractor shall exercise extreme care in carrying out any Subcontract Work which involves explosive or other dangerous methods of construction or hazardous procedures, materials or equipment. At all times relevant hereto, the Subcontractor shall use properly qualified individuals or entitles to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.

9.14.5 The Subcontractor is required to promptly remedy any loss or damage caused to the work, materials, equipment and property referred to in clauses 9.14.1(b) and 9.14(c) to the extent such loss or damage is caused in whole or in part by the Subcontractor and/or persons or entitles performing work for or on behalf of the Subcontractor, regardless of tier, who have furnished labor, materials or services relating to the Subcontract.

9.14.6 The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Contractor, the designated safety representative shall be the Subcontractor's project superintendent.

9.14.7 The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures, or site so as to give rise to an unsafe condition or create an unreasonable risk of personal injury or property damage. The Subcontractor shall have the right to request, in writing, from the Contractor loading information concerning the structures at the site.

9.14.8 The Subcontractor shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding Five Hundred Dollars (\$500.00) in value, or any failure that could have resulted in serious personal injury, whether or not such an injury was sustained.

9.14.9 Subcontractor is responsible for preventing accidents at the jobsite. Establishment of a safety program by the Contractor shall not relieve the Subcontractor of its safety responsibilities. The Subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the Contractor and Owner, including, but not limited to, requirements imposed by the Subcontract Documents. The Subcontractors shall comply with the reasonable recommendations of insurance companies having an interest in the Project, and shall stop any part of the Subcontract Work which the Contractor deems unsafe until corrective measures satisfactory to the Contractor shall have been taken. The Contractor's failure to stop the Subcontractor's unsafe practices shall not relieve the Subcontractor or the responsibility thereof. The Subcontractor shall notify the Contractor immediately following an accident and promptly confirm the notice in writing. A detailed written report shall be furnished if requested by the Contractor. The Subcontractor shall indemnify the Contractor for fines, or penalties imposed on the Contractor as a result of safety violations concerning Subcontractor's scope of work.

9.15 PERMITS, FEES AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontract Work and secure and pay for all permits, fees, licenses, assessments, inspections and taxes necessary to complete the Subcontract Work in accordance with the Subcontract Documents. To the extent obtained by the Contractor, the Subcontractor shall be compensated for additional costs resulting from laws, ordinances, rules, regulations and taxes enacted after the date of this Subcontract Agreement.

9.16 DELEGATION OR SUBCONTRACTING OF DUTIES. The Subcontractor is prohibited from delegating, transferring, conveying, subcontracting, relinquishing or otherwise disposing of the whole or any part of its duties under this subcontract without the prior written approval of the Contractor. The Contractor's approval shall not be unreasonably withheld. Lower-tier subcontractors and suppliers approved by the Contractor on or before the effective date of this Subcontract Agreement may be listed below.

9.17 MATERIALS SAFETY

9.17.1 Should the Subcontractor encounter asbestos, polychlorinated biphenyl (PCB) or other hazardous substances at the site which potentially are harmful to persons or property, then the Subcontractor shall take all steps required by the Subcontract Documents and by law to protect persons and property from injury or damage, including stopping the Subcontract Work in the affected areas and promptly advising the Contractor in writing of the conditions encountered at the site. Should the Subcontractor be required to stop work in any area of the Project as a result of hazardous substances located at the site, then the Subcontractor shall not resume its Subcontract Work in the affected area until (a) the hazardous substances have been removed or made harmless, (b) the Contractor and Subcontractor agree in writing to commence work in all or a portion of the area, (c) the Owner orders the work to proceed in the affected area and the parties agree, or (d) the matter is resolved through arbitration as provided for in this Subcontract Agreement. The Subcontractor shall not be required to perform work in areas containing asbestos, PCBs, or any other hazardous substances defined by the Subcontract Document, without the Subcontractor's consent.

9.17.2 Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Subcontract Work shall be submitted to the Contractor by the Subcontractor. MSD sheets obtained by the Contractor from other subcontractors or sources shall be made available to the Subcontractor by the Contractor.

ARTICLE 10

LABOR RELATIONS

(Insert here any conditions, obligations or requirements relative to labor relations and their effect on the Project. Legal Counsel is recommended.)

ARTICLE 11 INSURANCE

11.1 SUBCONTRACT'S INSURANCE. Prior to start of the Subcontract Work, the Subcontractor shall procure for the Subcontract Work and maintain in force Workers' Compensation Insurance, Employer's Liability Insurance, Comprehensive Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis, and any other insurance required of Subcontractor under the Subcontract. The Contractor (and other parties as required) shall be named as additional insured's on each of these policies except for Workers' Compensation. The subcontractor's insurance shall include contractual liability insurance covering the Subcontractor's obligations under this Subcontract.

11.2 MINIMUM LIMITS OF LIABILITY. The minimum limit of liability for each type of coverage is as follows: **SEE SCHEDULE A**

11.3 NUMBER OF POLICIES. Comprehensive or Commercial General Liability Insurance and other liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability Policy.

11.4 CANCELLATION, RENEWAL OR MODIFICATION. The Subcontractor shall maintain in effect all insurance coverage required under this Subcontract at the Subcontractor's sole expense and with insurance companies mutually agreeable to the Contractor and Subcontractor. All insurance policies shall contain a provision that the coverage's afforded there under shall not be canceled or neither renewed, nor restrictive modifications added, until at least thirty (30) calendar days' prior written notice has been given to the Contractor, unless otherwise specifically required in the Subcontract Documents. Certificates of Insurance, or certified copies of policies reasonably acceptable to the Contractor, shall be filed with the Contractor prior to the commencement of the Subcontract Work. In the event the Subcontractor fails to obtain or maintain any insurance coverage required under this Subcontract, the Contractor may purchase such coverage and charge the expense thereof to the Subcontractor, or terminate this Subcontract. The Subcontractor shall maintain completed operations liability insurance for one year after acceptance of the Subcontract Work, substantial completion of the Project, or to the time required by the Subcontract Documents, whichever is longer. The Subcontractor shall furnish the Contractor evidence of such insurance at the time of completion of the Subcontract Work.

11.5 WAIVER OF RIGHTS. Subcontractor waives all rights against the Contractor, the Owner, the Architect, the Architect's consultants and agents or employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property of equipment insurance, except such rights as they may have to the proceeds of such insurance; provided, however, that such waiver shall not extend to the acts or omissions of the Architect, the Architect's consultants, and the agents or employees of any of them as listed in Paragraph 12.3.

11.6 BUILDER'S RISK INSURANCE

11.6.1 Upon written request of the Subcontractor, the Contractor shall provide the Subcontractor with a copy of the Builder's Risk policy of insurance or any other property or equipment insurance in force for the Project and procured by the Contractor. The Contractor will advise the Subcontractor if a Builder's Risk policy of insurance is not in force. Contractor shall not have any duty or responsibility to obtain a Builders' Risk Policy.

11.6.2 If the Owner or Contractor has not purchased Builder's Risk insurance for the full insurable value of the Subcontract Work, less a reasonable deductible, then the Subcontractor may procure such insurance as will protect the interests of the Subcontractor, its subcontractors and their subcontractors in the Subcontract Work, and by appropriate Subcontract change order, the cost of such additional insurance shall be reimbursed to the Subcontractor.

11.6.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Contract or Subcontract, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment under Article 14.

11.7 ENDORSEMENT. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

ARTICLE 12 INDEMNIFICATION

12.1 INDEMNIFICATION. The Subcontractor shall indemnify and hold the Contractor, Owner, Architect, their agents, consultants and employees harmless from and against all claims, losses, costs and damages, including but not limited to attorney's fees, pertaining to the performance of the Subcontract and involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting there from to the extent caused in whole or in part by the acts or omissions of the Subcontractor, or any of the Subcontractors' subcontractors, suppliers, manufacturers, or other persons or entities for whose acts the Subcontractor may be liable. This indemnification agreement is binding on the Subcontractor, to the fullest extent permitted by law, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the Subcontractor is obligated to provide indemnification. This

indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

12.2 NO LIMITATION UPON LIABILITY. To the fullest extent permitted by law, in any and all claims against the Owner, the Architect, Architect's consultants, agents and employees, the Contractor (including its affiliates, parents and subsidiaries) and other contractors or subcontractors, or any of their agents or employees, 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 under this Article 12 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

12.3 ARCHITECT EXCLUSION. The obligations of the Subcontractor under this Article 12 shall not extend to the liability of the Architect, the Architect's consultants, agents or employees of any of them, arising out of:

- (a) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
- (b) The giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents or employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

12.4 COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state and local laws, ordinances and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontract Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and all other laws with which the Subcontractor must comply according to the Subcontract Documents. The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost and expense attributable to any acts of commission or omission by the Subcontractor, its employees and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties or corrective measures, except as provided in Subparagraph 9.14.9.

12.5 PATENTS. Except as otherwise provided by the Subcontract Documents, the Subcontractor shall pay all royalties and license fees which may be due on the inclusion of any patented materials in the Subcontract Work. The Subcontractor shall defend all suits for claims for infringement of any patent rights arising out of the Subcontract Work, which may be brought against the Contractor or Owner, and shall be liable to the Contractor and Owner for all loss, including all costs, expenses, and attorneys' fees, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Subcontract Documents. However, if the Subcontractor has reason to believe that a particular design, process or product required by the Subcontract Documents is an infringement of a patent, then the Subcontractor shall promptly furnish such information to the Contractor or be responsible to the Contractor and Owner for any loss sustained as a result thereof.

ARTICLE 13 CHANGES, CLAIMS AND DELAYS

13.1 CHANGES

13.1.1 SUBCONTRACT CHANGE. A Subcontract Change is any change in the Subcontract Work within the general scope of the Subcontract including a change in the drawings, specifications or technical requirements of the Subcontract and/or a change in the Schedule of Work affecting the performance of the Subcontract.

13.1.2 CHANGE ORDER. When the Contractor orders in writing, the Subcontractor, without nullifying this Subcontract, shall make any and all changes in the Subcontract Work which are within the general scope of this Subcontract. Adjustments in the Subcontract Price or Subcontract Time, if any, resulting from such changes shall be set forth in a Subcontract Change Order or a subcontract Construction Change Directive pursuant to the Subcontract Documents. No such adjustments shall be made for any changes performed by the Subcontractor that have not been ordered in writing by the Contractor, and Subcontractor waives any claim for any change not ordered in writing by Contractor. A Subcontract Change Order is a written instrument prepared by the Contractor and signed by the Subcontractor stating their agreement upon the change in the scope of the Subcontract Work, adjustment in the Subcontract Price and/or Subcontract Time. A Subcontract Construction Change Directive is a written instrument prepared by the Contractor directing a change in the Subcontract Work and stating a proposed adjustment, if any, in the Subcontract Price or Subcontract Time or both. A Subcontract Construction Change Directive shall be used in the absence of agreement on the terms of a Subcontract Change Order.

13.1.3 SUBCONTRACT CONSTRUCTION CHANGE DIRECTIVE. The Subcontractor shall comply with all Subcontract Construction Change Directives received from the Contractor and performs the required changes in the Subcontract Work in a prompt and expeditious manner. The Subcontractor shall evaluate the proposed adjustment in the Subcontract Price or Subcontract Time, if any, as set forth in the Subcontract Construction Change Directives and respond, in writing, to the Contractor stating the Subcontractor's acceptance or rejection of the proposed adjustment and the reasons therefore. The Subcontractor may agree to the Subcontract Construction Change Directive and the terms of the proposed adjustment, if any, by signing the Subcontract Construction Change Directive and returning it forthwith to the Contractor. Subcontract Construction Change Directives agreed to by the Subcontractor are effective immediately and become Subcontract Change Orders in accordance with their terms.

13.1.4 ADJUSTMENT IN SUBCONTRACT PRICE FOR CHANGES NOT INVOLVING THE OWNER OR CONTRACT DOCUMENTS BETWEEN OWNER AND CONTRACTOR. If a Subcontract Change Order or Subcontract Construction Change Directive requires an adjustment in the Subcontract Price and does not involve the Owner or the Plans, Specifications or other Contract Documents between the Owner and Contractor, the adjustment shall be established by one of the following methods:

- (a) Mutual agreement on a lump sum with sufficient information to substantiate amount

- (b) unit prices already established in the Subcontract Documents or if not established by the Subcontract Documents then established by mutual agreement for the adjustment;
- (c) A mutually determined cost plus a jointly acceptable markup for overhead and profit; or
- (d) As may otherwise be required by the Subcontract Documents.

13.1.5 ADJUSTMENT IN SUBCONTRACT PRICE FOR CHANGES INVOLVING THE OWNER OR CONTRACT DOCUMENTS BETWEEN OWNER AND CONTRACTOR. Notwithstanding any other provision of this Subcontract, if the Change Order or Subcontract Construction Change Directive involves the Owner or the Plans, Specifications or other Contract Documents between Contractor and the Owner, the adjustment to the Subcontract shall be determined in accordance with the provisions of the Contract Documents between Contractor and the Owner, which Contract Documents are incorporated herein by reference, and Subcontractor's recovery for such change shall be limited to the amount that Contractor is paid by Owner for such change. Subcontractor shall be required to pursue recovery of such change with Contractor against the Owner, and any action or arbitration filed by Subcontractor against Contractor shall be stayed pending the outcome of any action or arbitration involving the Owner. Payment by Owner to Contractor for any such change is an express condition precedent to recovery by Subcontractor for such change. Contractor shall be liable to Subcontractor for these changes only to the extent payment are made by Owner.

13.1.6 SUBSTANTIATION OF ADJUSTMENT. If the Subcontractor does not advise the Contractor within ten (10) days of the Subcontractor's agreement or disagreement with a proposed adjustment, or if the Subcontractor disagrees with the proposed method of adjustment, the method and the adjustment for any change that does not involve the Owner or the Plans, Specifications or other Contract Documents between the Owner and Contractor shall be determined by the Contractor on the basis of reasonable Subcontractor expenditures and savings attributable to the change, including, in the case of an increase in the Subcontract Price, a reasonable markup for overhead and profit. The adjustment for any change that does involve the Owner or the Plans, Specifications or other Contract Documents between the Owner and Contractor shall be determined as set forth in Paragraph 13.1.5.

13.1.7 INCIDENTAL CHANGES IN THE SUBCONTRACT WORK. The Contractor may direct the Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Price or Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. The Contractor shall initiate an incidental change in the Subcontract Work by issuing a written order to the Subcontractor. Such written orders shall be carried out promptly and are binding on the parties.

13.2 CLAIMS

13.2.1 CLAIM. A claim is a demand or assertion made in writing by the Contractor or the Subcontractor seeking an adjustment in the Subcontract Price and/or Subcontract Time, and adjustment or interpretation of the Subcontract terms, or other relief arising under or relating to this Subcontract, including the resolution of any matters in dispute between the Contractor and Subcontractor in connection with the Project.

13.2.2 CLAIMS RELATING TO OWNER, ARCHITECT, ENGINEER OR SEPARATE CONTRACTORS TO THE OWNER. The Subcontractor agrees to make the following claims in accordance with the Contract Documents between the Owner and Contractor, which Contract Documents are incorporated herein by reference: all claims against the Contractor for which the Owner is or may be liable, all claims that involve or relate to the Owner or the Plans, Specifications or other Contract Documents between the Owner and Contractor, all claims for changes, delay, disruption, hindrance or impact due to any act, omission or conduct of the Owner, the Architect, the Engineer, separate contractors to the Owner or any person or entity employed or hired by the Owner, Architect, Engineer or separate contractors to the Owner. Subcontractor's recovery for any such claim shall be limited to the amount that Contractor is paid by Owner for such claim. Subcontractor shall be required to pursue recovery of such claim with Contractor against the Owner, and any action or arbitration filed by Subcontractor against Contractor shall be stayed pending the outcome of any action or arbitration involving the Owner. Payment by Owner to Contractor for any such claim is an express condition precedent to recovery by Subcontractor for such claim. Contractor shall be liable to Subcontractor for these changes only to the extent payment are made by Owner.

13.2.3 CLAIMS FOR DELAYS AND IMPACTS OF CONTRACTOR. In the event that Subcontractor is delayed, impacted, disrupted or hindered by Contractor, Subcontractor's sole remedy shall be a time extension for such delay, impact, disruption or hindrance to the extent that Contractor is allowed a time extension by Owner, provided that Subcontractor notifies Contractor of such delay, impact, disruption, or hindrance within ten (10) days of the occurrence of the event giving rise to such delay, impact, disruption or hindrance. In no event shall Contractor be liable to Subcontractor for any monetary damages due to any delay, impact, disruption or hindrance caused by Contractor.

13.3 DELAYS

13.3.1 NO DAMAGE FOR DELAY. The Contractor will not be liable to the Subcontractor for unforeseen delays occurring beyond the Contractor's control or for delays caused by the Owner, Subcontractors or other Contractors. A time extension only may be granted to the Subcontractor for delays that are the responsibility of the Contractor.

ARTICLE 14 PAYMENT

14.1 GENERAL PROVISIONS

14.1.1 SCHEDULE OF VALUES. Within fourteen (14) calendar days from the date of execution of this Subcontract Agreement, the Subcontractor shall prepare and submit to the Contractor a Schedule of Values apportioned to the various divisions or phases of the Subcontract Work. Each line item contained in the Schedule of Values, on the form provided by Exhibit D, shall be assigned a monetary price such that the total of all such items shall equal the Subcontract Price. The Schedule of Values shall be prepared in such detail as may be required by the Owner and, in addition thereto, the Contractor and Subcontractor may agree on the extent of the detail to be included in the Schedule of Values, which must be

supported by such documents and proof as the Contractor may require.

14.1.2 PAYMENT USE AND VERIFICATION. The Subcontractor is required to pay for all labor, materials and equipment used in the performance of the Subcontract Work through the most current period applicable to progress payments received from the Contractor. Reasonable evidence, satisfactory to the Contractor, may be required to show that all obligations relating to the Subcontract Work are current before releasing any payment due on the Subcontract Work. If required by the Contractor, before final payment is made for the Subcontract Work, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontract Work, have been paid or otherwise satisfied as set forth in paragraph 14.3.2.

14.1.3 SUBCONTRACTOR ASSIGNMENT OF RECEIVABLES. The Subcontractor shall advise the Contractor prior to entering into this Subcontract Agreement of the existence of any assignments or security interests granted by the Subcontractor to any general creditor, bank, lender, surety, factor or other entity in receivables or moneys that may become due the Subcontractor under this Subcontract Agreement and shall give the Contractor prompt written notice of any such assignments or security interest granted by the Subcontractor after entering into this Subcontract Agreement.

14.1.4 PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

14.2 PROGRESS PAYMENTS

14.2.1 APPLICATIONS. Subcontractor's applications for payment shall be itemized and supported by the Subcontractor's Schedule of Values and any other substantiating data as required in the Contract for the Contractor's payment applications. Subcontractor's applications shall be notarized if required. The Subcontractor's progress payment application for work performed in the preceding payment period shall be submitted to the Contractor in accordance with the terms of this Subcontract Agreement for approval by the Contractor. **Subcontractor will submit all applications for payment on T. Q. Constructor's Application for Payment Form.** (See Exhibit D and Exhibit E). The Contractor shall incorporate the approved amount of the Subcontractor's progress payment application into the Contractor's payment application to the Owner for the same period and submit it to the Owner in a timely fashion.

14.2.2 PARTIAL LIEN WAIVERS AND AFFIDAVITS. As a prerequisite for payment, the Subcontractor shall provide, in a form satisfactory to the Owner and Contractor, partial lien or claim waivers in the amount of the application for payment and affidavits from the Subcontractor, and its subcontractors, material men and suppliers for the completed Subcontract Work. Such waivers may be conditional upon payment. In no event shall the Contractor require the Subcontractor to sign an unconditional waiver of lien or claim; either partial or final, prior to receiving payment or in an amount in excess of what it has been paid.

14.2.3 REJECTION OF SUBCONTRACTOR'S PAYMENT APPLICATION. The Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Contractor from loss or damage based upon:

- (a) The Subcontractor's repeated failure to perform the Subcontract Work as required by the Subcontract;
- (b) Loss or damage arising out of or relating to the Subcontract and caused by the Subcontractor to the Owner, Contractor, or others to whom the contractor may be liable;
- (c) The Subcontractor's failure to properly pay for labor, materials, equipment or supplies furnished in connection with the Subcontract Work;
- (d) Rejected, nonconforming or defective Subcontract Work which has not been correct in a timely fashion;
- (e) Reasonable evidence of delay in performance of the Subcontract Work such that the work will not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Price is not sufficient to offset the liquidated damages or actual damages that may be sustained by the contractor as a result of the anticipated delay caused by the Subcontractor;
- (f) Reasonable evidence demonstrating that the unpaid balance of the Subcontract Price is insufficient to cover the cost to complete the Subcontract Work;
- (g) Third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Contractor with adequate security in the form of a surety bond, letter of credit or other collateral or commitment which are sufficient to discharge such claims if established; or
- (h) Any offset under Subparagraph 14.2.8.

The Contractor shall give written notice to the Subcontractor, at the time of disapproving or nullifying an application for payment, of the specific reasons therefore. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be made for amounts previously withheld.

14.2.4 RETAINAGE/SECURITY. Retainage will be withheld at the rate of **TEN (10)** percent retainage from each Subcontractor's pay application.

14.2.5 TIME OF APPLICATION. For each progress payment period, the Subcontractor shall submit its progress payment application to the Contractor for the Subcontract Work performed to date no later than the 15Th of each month. To the extent allowed under Subparagraph 14.2.6 of this Subcontract Agreement, the Subcontractor may include in its progress payment applications to the Contractor materials and equipment suitably stored at the site or elsewhere for use in performance of the Subcontract Work.

14.2.6 STORED MATERIALS AND EQUIPMENT. Unless otherwise provided in the Subcontract Documents, applications for payment may include materials and equipment not incorporated into the Subcontract Work but delivered to and suitably stored at the site. Applications for payment may include materials and equipment delivered to and suitably stored off the site, if allowed under the Contract and properly approved. Approval of payment applications for materials and equipment stored on the site and shall be conditioned on submission by the Subcontractor of bills of sale and applicable insurance or such other procedures satisfactory to the Owner and Contractor to establish the proper valuation of the stored

materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's and Contractor's interests therein, including transportation to the site.

14.2.7 TIME OF PAYMENT. Progress payments to the Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) calendar days after receipt by the Contractor of payment from the Owner for the Subcontract Work. Receipt by Contractor from the Owner for such progress payment shall be an express condition precedent to payment by Contractor to Subcontractor for such progress payment. Contractor shall be obligated to make a progress payment only to the extent such funds are paid by Owner to Contractor.

14.2.8 NONPERFORMANCE. Any provision of the prime contract to the contrary notwithstanding, the Contractor shall have the right to offset against any money otherwise due to the Subcontractor the amount of any claim the Contractor may have against the Subcontractor because of the Subcontractor's failure to fully perform its obligations pursuant to any other agreement between the Contractor and the Subcontractor. Any such claim shall include, without restriction thereto, all charges, expenses, losses, costs, damages, and attorney fees, incurred as a result of the Subcontractor's failure to perform pursuant to the terms of such other agreement.

14.2.9 JOINT PAYMENT. The Contractor reserves the right to make joint check payments to the Subcontractor and any or all of the Subcontractor's Sub-Subcontractors or Suppliers.

14.3 FINAL PAYMENT

14.3.1 APPLICATION. Upon acceptance of the Subcontract Work by the Contractor, Owner and Architect and upon the Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, the Contractor shall incorporate the Subcontractor's application for final payment into the Contractor's next application for payment to the Owner without delay, or notify the Subcontractor if there is a delay and the reasons therefore.

14.3.2 REQUIREMENTS. Before the Contractor shall be required to incorporate the Subcontractor's application for final payment into the Contractor's next application for payment to the Owner, the Subcontractor shall furnish to the Contractor:

- (a) if required by the Subcontract, an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the subcontract work for which the Owner or its property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;
- (b) Consent of the Subcontractor's surety to final payment, if required;
- (c) Satisfaction of closeout procedure as may be required by the Subcontract;
- (d) certification that insurance required by the Subcontract remain in effect beyond final payment pursuant to this Subcontract Agreement is in effect and will not be canceled or allowed to expire without at least thirty (30) calendar days' written notice to the Contractor, unless a longer period is stipulated in the Subcontract Documents;
- (e) Other data if required by the Owner, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the Owner. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor except those previously made in writing and identified by the Subcontractor as unsettled at the time of final application for payment.

14.3.3 TIME OF PAYMENT. Final payment of the balance due of the Subcontract Price shall be made to the Subcontractor within seven (7) calendar days after receipt by the Contractor of final payment from the Owner. Receipt by Contractor of final payment from the Owner shall be an express condition precedent to final payment by Contractor to Subcontractor.

14.3.4 FINAL PAYMENT DELAY. If the Owner delays final payment for the Subcontract Work, or the Contractor does not receive final payment for the Subcontract Work for any cause which is not the fault of the Subcontractor, the Contractor shall promptly inform the Subcontractor in writing.

14.3.5 WAIVER. Acceptance of Final Payment by the Subcontractor shall constitute a Waiver and Release of all claims of the Subcontractor against the Contractor arising out of or related to this project.

14.4 OTHER PAYMENT PROVISIONS

14.4.1 JOINT CHECKS. The Contractor reserves the right to make any payment by check payable jointly to the Subcontractor and any Subcontractor or Supplier of the Subcontractor when the Contractor deems such payment appropriate.

14.4.2 SET OFF Any amount that may become due the Subcontractor from the Contractor, from this or any other project, may be used to set off any debts the Subcontractor may owe to the Contractor or any expense, damage, or obligation the Contractor may incur as a result of any act, omission, breach, or default of the Subcontractor. The Contractor shall have such right of set off even though the obligation to the Subcontractor used to satisfy the Contractor's claim may be completely unrelated to the claim such obligation is applied against and may arise from a completely different project.

14.4.3 PAYMENT WHEN PAID. All payments to the Subcontractor is contingent upon the receipt of payment from the Owner by the Contractor. The Subcontractor expressly agrees to accept the risk that it will not be paid for work performed by it in the event that the Contractor is not paid by the Owner. The Subcontractor agrees that payment by the Owner to the Contractor for work performed by the Subcontractor shall be a condition precedent to any payment or obligation of the Contractor to the Subcontractor.

ARTICLE 15

DISPUTE RESOLUTION

15.1 INITIAL DISPUTE RESOLUTION. If a dispute arises out of or relates to this Subcontract, or the breach thereof, the parties may endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussion, the parties may endeavor to settle the dispute by mediation before recourse to arbitration. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association. Mediation will be commenced within the time limits for arbitration stipulated in the Subcontract Documents. The time limits for any subsequent arbitration will be extended for the duration of the mediation process plus fourteen (14) calendar days, or as otherwise provided in the Subcontract Documents. Issues to be mediated are subject to the exceptions in Paragraph 15.3 for arbitration. The location of the mediation shall be the same as the location for arbitration identified in Paragraph

15.2 AGREEMENT TO ARBITRATE. All claims, disputes and other matters in question arising out of, or relating to, this Subcontract, or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. Notwithstanding other provisions in this Subcontract, or choice of law provisions to the contrary, this agreement to arbitrate shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

15.3 STAY OF PROCEEDINGS AND CONSOLIDATION. In the event the Contractor and Subcontractor determine that all or a portion of any claim, dispute or other matter in question between them is the responsibility in whole or in part of a person or entity who is under no obligation to arbitrate said claim, dispute or matter with Contractor and Subcontractor in the same proceeding, then the Contractor and Subcontractor may agree in writing to delay or stay any arbitration between them pending the determination, in a separate proceeding, of the responsibility and liability of said person or entity for the claim, dispute or matter involved. The subcontractor agrees that any arbitration instituted under this Article 15 may, at the Contractor's election, be consolidated with any other arbitration proceeding involving a common question of fact or law between the Contractor and any other subcontractor(s) performing work in connection with the Contract. In any dispute concerning the application of this paragraph 15.3, the question of arbitrability shall be decided by the appropriate court and not by arbitration.

15.4 NOTICE OF DEMAND. Notice of the demand for arbitration shall be filed in writing with the other party to this Subcontract and with the American Arbitration Association. The demand for arbitration shall be made as required in the Subcontract Documents or within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter question would be barred by the applicable statutes of limitation. The location of the arbitration proceedings shall be at the office of the American Arbitration Association nearest the Project site, unless the parties agree otherwise.

15.5 AWARD. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction.

15.6 WORK CONTINUATION AND PAYMENT. The Subcontractor shall carry on the Subcontract Work and maintain the Schedule of Work pending final resolution of a claim including arbitration, unless the Subcontract has been terminated or the Subcontract Work suspended as provided for in the Subcontract, or the parties otherwise agree in writing to a partial or total suspension of the Subcontract Work. If the Subcontractor is continuing to perform in accordance with the Subcontract, the Contractor shall continue to make payments as required by the Subcontract.

15.7 NO LIMITATION OF RIGHTS AND REMEDIES. Nothing in this Article shall limit any rights or remedies not expressly waived by the Subcontractor which the Subcontractor may have under lien laws or surety bonds.

15.8 SAME ARBITRATORS. To the extent not prohibited by their contracts with others, the claims and disputes of the Owner, Contractor, Subcontractor and others involved with the Project, concerning a common question of fact or law, shall be heard by the same arbitrator(s) in a single proceeding.

ARTICLE 16 RECOURSE BY CONTRACTOR

16.1 FAILURE OF PERFORMANCE

16.1.1 SUPPLEMENTATION AND TERMINATION BY CONTRACTOR. If Subcontractor shall at any time: (a) refuse or neglect to supply a sufficient number of properly skilled workmen or sufficient material of the proper quality, (b) fail in any respect to perform the work with promptness, (c) cause, by any action or omission, the stoppage or delay of or interference with the work of Contractor or of any other subcontractor, (d) fail to perform all corrective work required by Contractor, Architect or the Owner, (e) fail to make prompt payment to Subcontractors laborers, suppliers or subcontractors, (f) disregard any law or ordinance relating to the work or completion thereof, (g) abandon the work under this Subcontract or (h) otherwise fail to perform any obligation under this Subcontract or the Contract Documents then, after 24 hours from the time that Contractor provides notice to Subcontractor of the existence of any of the foregoing causes, Contractor may, at its option, without prejudice to any other rights or remedies given Contractor by law or this Subcontract, (i) supply labor, materials, equipment, tools and services as deemed necessary by Contractor or (ii) terminate this Subcontract and, in addition to its other remedies, perform the work to completion by whatever method Contractor may deem expedient or award other contract(s) for that purpose, without liability. Under (i) or (ii) Contractor shall have a lien on and may take over all of Subcontractors equipment, tools, appliances, appurtenances, and materials. For this purpose, this subcontract shall be deemed to be an assignment by Subcontractor to Contractor of all such materials, tools, equipment and appliances. If the event of (i) or (ii), Subcontractor shall not be entitled to any further payment under this Subcontract except as provided in the last sentence of this Section. In the event of (i) or (ii) above, Subcontractor shall be liable to Contractor for (a) all monies expended by Contractor to complete and correct the work

of Subcontractor, (b) an amount for overhead equal to 15% of the amount expended by Contractor to complete and correct Subcontractors work, and (c) all losses, damages and extra expenses incurred by Contractor (such amounts in a, b and c hereinafter referred to as Subcontractors Liability). Any amount otherwise due to Subcontractor under this Subcontract shall be offset by Subcontractors Liability. In the event Subcontractors Liability exceeds the amount otherwise due to Subcontractor, Subcontractor agrees to pay to Contractor upon demand the full amount of such excess, together with interest thereon at the rate of one and one-half percent per month from the date of demand until such amount is paid and all attorney's fees, expert fees and costs in connection with the recovery of any amount from Subcontractor. In the event Subcontractor's Liability is less than the amount otherwise due to Subcontractor, the difference between the amount otherwise due to Subcontractor and Subcontractors Liability shall not be paid to Subcontractor until thirty (30) days after the work required by this Subcontract shall be fully completed and accepted by Contractor and Contractor shall be fully paid for all of its work under the Construction Contract with the Owner. Notice by Contractor under this Paragraph shall be deemed provided by Contractor to Subcontractor when the earliest of any of the following occurs: 1) a fax transmission of such notice has been sent by Contractor to the last known fax number of Subcontractor, 2) hand delivery has been made to any officer, owner, Project Manager, Superintendent or agent of Subcontractor, 3) receipt by Subcontractor of any written notice, 4) one day after a written notice is sent by Contractor for next day delivery to Subcontractor via Federal Express or other overnight courier, or 5) three calendar days after a written notice is deposited in the United States Mail in an envelope addressed to Subcontractor at its last known address with postage prepaid.

16.1.2 OTHER REMEDIES OF CONTRACTOR. In the event of any failure of Subcontractor to perform its obligations under this Subcontract or in the event of any breach of this Subcontract, Contractor shall, in addition to all rights and remedies under this Agreement, have all rights and remedies as allowed by law.

16.2 BANKRUPTCY

16.2.1 TERMINATION ABSENT CURE. If Subcontractor files a petition under the Bankruptcy Code, this Subcontract shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Subcontract or, if there has been a default, the Subcontractor is unable to give adequate assurance that Subcontractor will perform as required by this Subcontract or otherwise is unable to comply with the requirements for assuming this Subcontract under the applicable provisions of the Bankruptcy Code.

16.2.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time a petition in bankruptcy is filed, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor or its trustee to reject or to assume this Subcontract and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. The Contractor may offset against any sums due or to become due the Subcontractor under this Subcontract all cost incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit and attorneys' fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price.

16.3 STOPPAGE OF WORK. Should the Owner order the Contractor in writing to stop the performance of the Contract or any portion which affects the Subcontract Work due to any act or omission of the Contractor, or any other person or entity for whose acts or omissions the Contractor may be liable, then the Contractor shall so notify the Subcontractor in writing and upon written notification the Subcontractor shall stop that portion of the Subcontract Work as ordered by the Contractor.

16.4 SUSPENSION BY OWNER FOR CONVENIENCE

16.4.1 Should the Owner order the Contractor in writing to suspend, delay, or interrupt the performance of the Contract or any part which affects the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Owner, and not due to any act or omission of the Contractor, or any other person or entity for whose acts or omissions the Contractor may be liable, then the Contractor shall so notify the Subcontractor in writing and, upon written notification, the Subcontractor shall immediately suspend, delay or interrupt that portion of the Subcontract Work as ordered by Contractor.

16.4.2 In the event of an Owner suspension, delay or interruption for convenience as described in Subparagraph 16.4.1, the Contractor's liability to the Subcontractor for any damages caused by said order, including any claims for adjustments in the Subcontract Price and/or Subcontract Time, shall be limited to any funds paid by the Owner to Contractor regarding Subcontractor's work, regardless whether recovered through negotiations or other legal remedies.

16.4.3 If the Subcontractor's damages and claims resulting from an Owner suspension, delay or interruption for convenience as described in Subparagraph 16.4.1, cannot be resolved through negotiation under the Contract, then the Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of said damages and claims against the Owner through mediation, arbitration and/or litigation, and to permit the Subcontractor to prosecute said damages and claims, in the name of the Contractor and for the use and benefit of the Subcontractor. The Contractor's liability to the Subcontractor for any damages and claims caused by the Owner suspension, delay or interruption for convenience shall be fully extinguished by the Contractor awarding and paying over to the Subcontractor any addition time and/or money obtained from the Owner on the Subcontractor's behalf through the conclusion of the mediation, arbitration, and/or litigation process.

16.5 TERMINATION BY OWNER

16.5.1 Should the Owner terminate its Contract with the Contractor, or any part which included the Subcontract Work, the Contractor shall so notify the Subcontractor in writing within three (3) calendar days of the termination and, upon written notification, this Subcontract shall be terminated and the Subcontractor shall immediately stop the Subcontract Work, follow the Contractor's instruction regarding shutdown and

termination procedures, and mitigate all costs.

16.5.2 In the event that the Owner terminates its Contract with the Contractor for the convenience of the Owner, and not due to any act or omission of the Contractor, then the Contractor's liability to the Subcontractor for any damages incurred or claims resulting from the Owner termination, shall be extinguished by Contractor pursuing said damages and claims against the Owner on the Subcontractor's behalf, and by paying over to the Subcontractor any additional money obtained by the Contractor from the Owner on the Subcontractor's behalf, if accepted by the Subcontractor.

16.5.3 In the event that the Owner terminates its Contract with the Contractor for the convenience of the Owner the Subcontractor's damages and claims cannot be resolved through negotiation in accordance with the Contract or otherwise, then the Contractor agrees to cooperate with the Subcontractor, at the Subcontractor's expense, in the prosecution of said damages and claims against the Owner through mediation, arbitration and/or litigation, and to permit the Subcontractor to prosecute said damages and claims, in the name of the Contractor and for the use and benefit of the Subcontractor. The contractor's liability to the Subcontractor for any damages and claims caused by the Owner termination for convenience shall be fully extinguished by the Contractor awarding and paying over to the Subcontractor any additional time and/or money obtained from the Owner on the Subcontractor's behalf through the conclusion of the mediation, arbitration and/ or litigation process.

16.6 CONTINGENT ASSIGNMENT OF SUBCONTRACT. The Contractor may assign this Subcontract to the Owner if required under the Contract. The assignment shall be effective only when the Owner; (a) has terminated the Contract for cause, and (b) has accepted the assignment by notifying the Subcontractor in writing. The contingent assignment is subject to the prior rights of a surety that may be obligated under the Contractor's bond, if any. Subcontractor hereby consents to such assignment and agrees to be bound to the Owner, as assignee, by the terms of this Subcontract.

16.7 SUSPENSION BY CONTRACTOR FOR CONVENIENCE

16.7.1 The Contractor may order the Subcontractor in writing to suspend, delay or interrupt all or any part of the Subcontract Work for such period of time as may be determined to be appropriate for the convenience of the Contractor. The short/incidental stoppage of the Subcontract Work shall not be deemed a suspension, delay or interruption or work.

16.7.2 The Subcontractor shall notify the Contractor in writing within fourteen (14) calendar days after receipt of the Contractor's order of the effect of such order upon the Subcontract Work. The Subcontract Price and/or subcontract Time shall be adjusted by Subcontract Change Order in accordance with the Owner's Contract documents, for any increase in the time and/or cost of performance of this Subcontract caused by such suspension, delay or interruption but only to the extent that such increase in time is allowed by the Owner and only to the extent that Contractor is paid by the Owner for such costs.

16.7.3 No claim under this Paragraph 16.7 shall be allowed for any costs incurred more than fourteen (14) calendar days prior to the Subcontractor's notice to the Contractor.

16.7.4 The Subcontract Price shall not be adjusted under this Paragraph 16.7 for any suspension, delay or interruption to the extent that the performance of the Subcontract is, was or would have been so suspended, delayed or interrupted by the fault or neglect of the Subcontractor, by a cause for which the Subcontractor is responsible, or by a cause for which the Subcontractor is entitled only to a time extension under this Subcontract.

16.8 RIGHT TO CONTROL ACCESS. The Contractor shall have the right to control access to the project. The Contractor shall have the right to control the time and means of access of the Subcontractor, its Personnel, its Suppliers, and its Subcontractors to the project, including the right to restrict or bar any individual temporarily or permanently from the project should the Contractor determine that such individual is not beneficial to the project

ATTEST: _____

CONTRACTOR: TQ Constructors, Inc.

BY: _____

PRINT NAME: Tony Wright

PRINT TITLE: President

DATE: _____

ATTEST: _____

SUBCONTRACTOR _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE: _____

EXHIBIT A
Subcontractor Data Form

Project Name: _____

Subcontractor Name: _____

Mailing Address: _____

Physical Address: _____

Phone Number: _____ Fax Number: _____

Type of Entity:

- _____ Sole Proprietorship
- _____ Partnership
- _____ Corporation

Federal ID Number: _____

or

Social Security Number: _____

Project Manager Name: _____ Cell: _____

Project Manage Email: _____

Superintendent: _____ Cell: _____

Superintendent Email: _____

Name, Contact and Phone Number of Bank: _____

Underwriter of Bonds and Bonding Capacity: _____

Please list name, address, person to contact, and phone number of major suppliers on this job.

1. _____

2. _____

3. _____

Completed by: _____ Date: _____

Title: _____

EXHIBIT B
Guarantee

For and in consideration of TQ Constructors, Inc. issuing a contract to _____ (Company Name), and in lieu of _____ (Company Name), furnishing payment and performance bonds as is required by its Subcontract and which _____ (Company Name) the undersigned, both individually as well as in their corporate capacities, do hereby guarantee to TQ Constructors, Inc. the payment of any financial obligation of _____ (Company Name) and the undersigned hereby agree to pay TQ Constructors, Inc. on demand, without offset, any sum which may become due to TQ Constructors, Inc. by _____ (Company Name) whenever _____ (Company Name) shall fail to remit payment, whether due to _____ (Company Name) failure to pay its bills or, alternatively, properly complete all contractual obligations. The undersigned further agree to pay all costs of collection incurred by TQ Constructors, including attorneys' fees. It is understood that this guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of _____ (Company Name). The undersigned hereby agree to waive the Homestead exemption, notice of presentment, demand, non-payment, dishonor and protest, and consents to and waives notice of any modification, amendment or extension of the terms of the contract agreement hereby guaranteed. Should _____ (Company Name) present bonds in forms acceptable to TQ Constructors, then this Guaranty shall become null and void.

Date: _____

Signature: _____
Individually

Date: _____

Signature: _____
Individually

COMPANY NAME

By: _____

Its: _____

Attest: _____

Project Name: _____

EXHIBIT C

Subcontractor Instructions for Payment

This Subcontract is not considered fully executed until all applicable documents are signed and returned to TQ Constructors, Inc. The applicable documents include but are not limited to the following:

- Subcontract Signature page must be signed and each prior page initialed
 - Exhibit A - Subcontractor Data Form **must be completed and signed**
 - Exhibit B - Guarantee **must be completed and signed or Payment and Performance Bonds must be provided**
 - Exhibit C – Subcontractor Instructions for Payment **initialed**
 - Exhibit D – Application for Payment **initialed**
 - Exhibit E – Application for Final Payment **initialed**
 - Exhibit F - Interim Waiver and Release upon Payment **initialed**
 - Exhibit G - Waiver and Release upon Final Payment **initialed**
 - Attachment A - Schedule of Specifications, Addenda and Drawings **initialed**
 - Schedule A - Subcontractor Affidavit **must be completed and signed**
 - Schedule B - Insurance Requirements **initialed and forward an Insurance Certificate as outlined**
- Provide a Schedule of Values**
Provide a list of all of your subcontractors and suppliers for this project
Provide a W-9

ABSOLUTELY NO PAYMENTS WILL BE MADE WITHOUT THE ABOVE MENTIONED ITEMS.

Application for payment must be submitted on the Form included as Exhibit D and must be completed in full. Application for Retainage payment must be submitted on the form included as Exhibit E and must be completed in full. **(PLEASE NOTE: WE CANNOT ACCEPT YOUR APPLICATION FOR PAYMENT ON ANY OTHER FORM.)**

Exhibit F must be completed by each of your subcontractors and suppliers. This is required for each Application for Payment. **The form provided must be used and cannot be altered in any way.** Excel format available upon request.

Exhibit G must be submitted by each of your subcontractors and suppliers and submitted with your Application for Final Payment **only**. **The form provided must be used and cannot be altered in any way.** Excel format available upon request.

All forms must be executed and notarized where applicable. It is imperative that the procedure outlined above be followed exactly. TQ Constructors, Inc. is required to incorporate your forms into our pay request and forwarded to the Owner and Architect along with our pay application for approval and payment. Failure to submit all required information will cause the pay application to be denied. Requests for stored materials must be accompanied by supplier invoice copies and are subject to denial by the Owner and Architect.

Pay Requests should cover an entire month beginning on the 1st and continuing through the last day of the month. You may fax your pay request to 912-685-7951 or email it to subpayapp@tqconstructorsinc.com by the 15th of day of each month. If you choose to mail your pay request it should be mailed to 1145 East Hiawatha Street, Metter, GA 30439 and allow enough time for the pay request to be received in our office by the 15th day of each month. **Email is our preferred method of receiving your pay requests**, original or mailed copies are NOT required. If we do not have your pay application by the 15th, it will not be included in our pay application to the Owner.

PLEASE NOTE THIS IS STRICTLY MONITORED BY OUR ACCOUNTING PERSONNELL AND NO PAYMENTS WILL BE MADE UNLESS THE PROCEDURE OUTLINED HERewith IS FOLLOWED AND ALL REQUIRED DOCUMENTATION IS RECEIVED IN OUR OFFICE IN A TIMELY MANNER.

EXHIBIT D

APPLICATION FOR PAYMENT

| | | |
|----------------------------------|--------------------|------------------------------|
| TO: TQ Constructors, Inc. | JOB#: _____ | TQ/PM APPROVAL: _____ |
| FROM: _____ | (The "Company") | Vendor #: _____ |
| PROJECT: _____ | | Contract #: _____ |
| PAY REQUEST NO.: _____ | FROM: _____ | TO: _____ |

| | |
|----------------------------------|------|
| Original Contract Amount: | \$ - |
| Approved Change Order(s): | \$ - |
| Adjusted Contract Amount: | \$ - |

| | |
|---|-------------|
| 1 Value of Work Complete to Date | \$ - |
| 2 Material Stored on Site | \$ - |
| 3 Total Completed and Stored to Date (Line 1 + Line 2) | \$ - |
| 4 Less Retainage (Line 3 x 10%) | \$ - |
| 5 Total Less Retainage (Line 3 - Line 4) | \$ - |
| 6 Total Previously Certified (Deduct) | \$ - |
| 7 NET DUE THIS REQUEST (Line 5 - Line 6) | \$ - |

*Schedule of Values/Cost Summary must be attached

CERTIFICATION AND INDEMNIFICATION

The Company certifies that the work performed and the materials supplied to date, as covered by this Application for Payment, has been completed in accordance with the Subcontract Documents, and represents the actual value of the work under the terms of the Subcontract (and all changes thereto) between the undersigned and TQ Constructors, Inc.

The Company (1) acknowledges receipt of the amount set forth above as "Total Previously Certified", (2) certifies that the amount of payments received to the date of this Waiver are in accordance with the Subcontract, and (3) warrants that it has not and will not assign any claims for payment or right to perfect a lien against such land and improvements.

The Company further represents that (1) all workmen, sub-subcontractors employed by it or its subcontractors upon the Project, all material men from whom the undersigned or its sub-subcontractors have purchased materials used in the Project have been fully paid to the date hereof (except as enumerated in Sub-subcontractor/Supplier Status below), (2) none of such workmen and material men has any claim or demand or right of lien against the land and improvements described above, (3) all Federal, State and Local tax laws including Social Security laws and Unemployment Compensation laws and Workers Compensation laws have been complied with insofar as applicable to the performance of the Subcontract, and (4) stipulates that he is an authorized officer with full power to execute this Waiver of Lien.

With respect to these representations and warranties, the undersigned does hereby agree to indemnify and hold harmless Contractor, its payment and performance surety, if any, Owner and any others whom a claim may be asserted from any and all claims, damages, losses, expenses, and the like incurred on the project that are covered by this representation. If Contractor has to defend any claim resulting from lack of payment by undersigned to a supplier, laborer, material men, and/or sub- subcontractor, any or all expenses incurred by Contractor including legal fees, court or arbitration costs, will be the responsibility of the undersigned.

SUB-SUBCONTRACTOR / SUPPLIER STATUS: The Company further warrants the following is a complete listing of all sub-subcontractors and material suppliers that will be supplying labor and/or material to this Project on subcontractor's behalf, the value of which is in excess of \$2,000.00 dollars. For each sub-subcontractor and material supplier listed is a separate lien waiver, properly executed to waive and release any claim it may have upon the land and improvements.

| Sub-Subcontractor or Supplier | Subcontract or P.O. Amount | Value of Work Completed to | Amount Previously Paid | Amount Currently Due | Joint Check |
|-------------------------------|----------------------------|----------------------------|------------------------|----------------------|-------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(Attach additional sheets if necessary)

Waivers or releases from sub-subcontractors and suppliers in the amount shown above must be attached.

WAIVER AND RELEASE OF SUBCONTRACT CLAIMS AGAINST TQ CONSTRUCTORS, INC.

The Company hereby waives and releases TQ Constructors, Inc. from all claims, actions, causes of action, demands, costs, damages, events, circumstances, delays, accelerations, extra work, disruptions, and interferences through the date of this Application of Payment except the amount due for this Pay Application and any claim against the Owner that has been timely and properly submitted to TQ Constructors, Inc. pursuant to the provisions of the Subcontract and the Prime Contract Documents.

The Company represents that the person signing this document is an authorized agent of the company and has full authority to bind the company providing this Application for Payment.

EXHIBIT E

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN _____ (NAME OF MECHANIC AND OR MATERIALMAN) HAS BEEN EMPLOYED BY TQ CONSTRUCTORS, INC. (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____ COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.
GIVE UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

(AFFIX CORPORATE SEAL)

SIGNATURE

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

EXHIBIT F

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN _____ (NAME OF MECHANIC AND OR MATERIALMAN) HAS BEEN EMPLOYED BY TQ CONSTRUCTORS, INC. (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____ COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$ _____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF _____ (DATE) AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HAVE IN ANY RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVE UNDER HAND AND SEAL THIS _____ DAY OF _____, _____.

(AFFIX CORPORATE SEAL)

SIGNATURE

(WITNESS)

(ADDRESS)

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

ATTACHMENT A

Randolph County K-12 School Facility

Prepared by
TQ Constructors, Inc.
1145 E. Hiawatha St.
Metter, GA 30439

ATTACHMENT B

Randolph County K-12 School Facility

SCHEDULE OF DRAWINGS

Prepared by

DATED:

Schedule A

Subcontractors Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with TQ Constructors, Inc. (**contractor**) on behalf of the _____ has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractors will contract for the physical performance of services in satisfaction of such contract only with sub-contractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a subcontractor to the contractor within five business days of the receipt. If the undersigned subcontractor receives notice of receipt of the affidavit from any sub-subcontractor that has contracted with a subcontractor to forward, within five business days of receipt a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ____ 201__ in _____ (City), _____(State)

Signature of Authorized Office or Agent

Printed Name and Title of Authorized Office or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

SCHEDULE B

INSURANCE

1. Required Insurance.

Subcontractor shall procure and maintain in effect during the term of this Agreement, and as otherwise provided, the insurance coverages described below. The insurance described in this Schedule shall be placed with insurance companies licensed to do business, and "admitted," in the State where the project is located. All policies shall be written on an occurrence basis. All insurance required by this Schedule shall be in form, amounts and with coverage and deductibles satisfactory to TQ Constructors, Inc., in its sole discretion.

Certificate Holder and Additional Insured is to be as follows:

**TQ Constructors, Inc.
1145 E. Hiawatha St.
Metter, GA 30439**

Also, please include the following on the certificate:

1.1 **Worker's Compensation.** Worker's Compensation Insurance with statutory benefits and limits which shall fully comply with all statutory requirements. Such insurance shall include Employer's Liability with limits of \$500,000 for each accident, \$500,000 for each disease, \$500,000 for each employee for disease, in the aggregate, and \$1,000,000 policy limit. No deductibles are allowed.

1.2 **Commercial General Liability Insurance.** Commercial General Liability Insurance in Subcontractor's name with no less than \$1,000,000 in limits per occurrence and \$2,000,000 in the aggregate per project (which can be provided through a combination of primary and umbrella liability policies). Such policy(ies) shall be the broadest enhanced Commercial General Liability coverage currently available in the market, but in no case less than or more restrictive than the ISO 2001 form or its equivalent. Such policy(ies) must be further endorsed to:

(a) Name Owner, TQ Constructors, Inc. and each of their respective affiliates, subsidiaries, parent corporations, owners, managers, trustees, directors, members, partners, officers, shareholders, employees and agents (individually, an "Owner Party" and collectively, the "Owner Parties") as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

(d) Contain cross liability and severability of interest endorsements, or a separation of insureds provision acceptable to the Owner.

(e) Provide products liability, premises operations and completed operations coverage, extending for not less than two years after Final Completion of the Work.

(f) Provide personal injury coverage including, but not limited to, false arrest, detention or imprisonment or malicious prosecution; libel, slander or defamation of character, invasion of privacy, wrongful eviction or wrongful entry, harassment of any kind and discrimination.

(g) Provide Contingent Employer's liability coverage

(h) Provide blanket contractual liability coverage, including the liability assumed by the Subcontractor under Section 6 of the Subcontract and the indemnification provisions of the Contract Documents;

(i) Provide coverage for shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable.

1.3 **Commercial Automobile Liability Insurance.** Commercial Automobile Liability Insurance for any and all claims for damages due to bodily injury (including death) or property damage arising from or in any way connected with the ownership, possession, operation, use, maintenance or repair of owned, non-owned or hired motor vehicles. Such insurance shall provide limits of liability in an amount not less than \$1,000,000 per accident. Such policy must be further endorsed to:

(a) Name the Owner Parties as additional insureds.

(b) Stipulate that such insurance is primary and is not contributing with, any other insurance carried by, or for the benefit of the additional insureds.

(c) Waive any and all right of subrogation against all of the Owner Parties.

1.4 **Umbrella Excess Liability.** Subcontract shall provide umbrella excess liability on an "occurrence" basis providing "following form" coverage for the underlying converges outlined above with the following limits:

(a) Excess Liability (Umbrella Form)

(b) General Aggregate \$1,000,000.00

(c) Each Occurrence \$1,000,000.00

2. **General Provisions applicable to all insurance.**

2.1 Companies issuing the insurance policy or policies shall have no recourse against TQ Constructors, Inc. or Owner for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Subcontractor.

2.2 All insurance coverages of Subcontractor shall be primary to any insurance or self-insurance program carried by TQ Constructors, Inc. or Owner applicable to the Project, and the "Other Insurance" provisions of any policies obtained by Subcontractor shall not apply to any insurance or self-insurance program carried by TQ Constructors, Inc. or Owner applicable to the Project.

2.3 The Certificates of Insurance must identify this Subcontract and be on the form approved by the Owner and TQ Constructors, Inc.

2.4 All insurance policies shall be fully performable in Georgia, and shall be construed in accordance with the laws of the State of Georgia.

2.5 All insurance policies to be provided by Subcontractor pursuant to the terms hereof must expressly state that the insurance company will accept service of process in Georgia and that the exclusive

venue for any action concerning any matter under those policies shall be in the appropriate state court situated in Georgia.

2.6 The acceptance by TQ Constructors, Inc. of any Certificate of Insurance pursuant to the terms of this Subcontract evidencing the insurance coverages and limits required hereunder does not constitute approval or agreement by TQ Constructors, Inc. that the insurance requirements have been met or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of this Agreement.

2.7 If any insurance provided pursuant to this Subcontract expires prior to the completion of the Subcontractor's Work, including all warranty obligations, renewal Certificates of Insurance and, if requested by TQ Constructors, Inc., certified, true copies of the renewal policies, may be viewed by TQ Constructors, Inc. thirty (30) calendar days prior to the date of expiration.

2.8 Should at any time Subcontractor not maintain the insurance coverages required in this Agreement, TQ Constructors, Inc. may, with thirty (30) days written notice, terminate the Subcontract or at its sole discretion shall be authorized to purchase such coverages and charge Subcontractor for such coverages purchased. If Subcontractor fails to reimburse TQ Constructors, Inc. for such costs within thirty (30) calendar days after demand, TQ Constructors, Inc. has the right to offset these costs from any amount due Subcontractor under this Subcontract. TQ Constructors, Inc. shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company/companies used. The decision of TQ Constructors, Inc. to purchase such insurance coverages shall in no way be construed to be a waiver of its rights under this Agreement.

2.9 All insurance companies from whom Subcontractor obtains the insurance policies required hereunder must meet the following minimum requirements:

(a) The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Georgia to transact the appropriate insurance business in the State of Georgia.

(b) The insurance company must have been in such insurance business continuously for not less than five (5) years immediately prior to the date of execution of this Agreement.

(c) The insurance company must have an A. M. Best policyholder rating of either "A+", "A", or "A-".

(d) The insurance company must have a current A. M. Best financial rating of "Class VI" or higher.

2.10 TQ Constructors, Inc. and Subcontractor waive all rights of subrogation against each other, the Owner, any other parties set forth in the waiver of subrogation provisions of the Contract Documents, and the board members, directors, officers, agents, employees, sub-consultants and subcontractors of any of them, for damages or injuries caused by perils covered by any insurance maintained by a party hereunder, except Workers Compensation and Professional Liability to the extent such damages or injuries are covered by such insurance, except no party hereto waives any rights they may have to the proceeds of such insurance held by another party. Subcontractor shall require similar waivers from all its lower-tier subcontractors. If any policies of insurance referred to in this Section require an endorsement to provide any waiver of subrogation referenced above, the owners of such policies will cause them to be so endorse.

General Bid Package Information

Bid Package General

1. The purpose of Bid Packages is to organize and compare proposals from bidders, eliminate duplicated costs and identify items that have not been quoted on.
2. Projects containing architect specifications and drawings will be use to organize bid packages, and to be used to define, describe and identify specific information to correlate with the requirements of all of contract documents
3. All work described in each bid package/division and all sales tax must be included in the bid proposal.
4. All changes to the bidding documents will be made by addendum. No other method will be binding.
5. All items online under the SCOPE OF WORK will be considered part of each bid proposal.

Scope of Work

1. All work shall be performed and completed to the highest standards and comply with all state and local building codes.
2. Substitutions of materials, products, and equipment will be outlined in the specifications.
3. Submittals, shop drawings, labor, materials, equipment, and transportation shall be all provided by the subcontractor to complete the work described in each bid package.
4. The Subcontractor is responsible and to include in their scope any field engineering and layout that is required to perform their work.
5. Subcontractor shall verify all new and existing conditions and dimensions at the job site.
6. Any cutting or patching necessary with subcontractor's work is required to be part of their scope of work.
7. Parking will be made available for the Subcontractor by the Owner and the Subcontractor shall coordinate all parking with the CM prior to the beginning of work.
8. Maintain clean work areas at all times. Remove and dispose of all demolished materials and construction debris. Site must be cleaned every day at the completion of work.
9. Subcontractor shall coordinate inspections with the Construction Manager as required.

10. Subcontractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance.
11. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the Owner on a daily basis. Upon completion of work, all construction areas shall be left clean and free from debris.
12. Provide all labor, material and equipment warranties to the owner prior to project closeout.
13. Safety will be enforced. Each subcontractor and sub-subcontractor is practice and be compliant will all OSHA regulations.

**RANDOLPH COUNTY K-12 SCHOOL FACILITY
BID PACKAGES**

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