



ATTACHMENT "B" INSURANCE REQUIREMENTS

Subcontractor shall furnish Contractor certificate of insurance indicating the following coverages and minimum limits of liability.

Workers' Compensation based on statutory requirements including employer's liability with a limit of \$100,000 bodily injury by accident for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate for public bodily injury and property damage liability and personal injury protection including claims related to employment.

Subcontractor's liability insurance shall be written on a Commercial General Liability coverage form equal to, or greater than, the ISO form, No. CG0001 10-01, with all coverages indicated, coverage shall be on an "Occurrence" basis, not an "Accident" or "Claims Made" basis. The insurance specified shall be considered minimum requirements and shall include:

- Premises-Operations
- Contractual Liability
- Products-Completed Operations
- Personal and Advertising Injury
- Explosion, Collapse and Underground Property Damage
- Premises Medical Payments
- Fellow Employee Coverage
- Products and Completed Operations shall be maintained for two years after final payment.
- Commercial Automobile Liability insurance including owned, hired and non-owned vehicles with limits of (a) \$1,000,000 each person and \$1,000,000 each accident for bodily injury liability and \$100,000 each accident for property damage liability, or (b) \$1,000,000 combined single limit for bodily injury liability and property damage liability.
- Umbrella/Excess Liability insurance with a minimum of \$1,000,000 each occurrence in excess of the liability insurance required.
- Coverage shall be on a Primary and Non-Contributory Basis.

Hold Harmless Clause: The Subcontractor shall indemnify and hold harmless the Contractor and all his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Subcontractor's work under this Subcontract providing that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts as he may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

In any and all claims against the Contractor or any of his agents or employees by any employee of the Subcontractor, anyone directly, employed by him or anyone for whose acts he may be liable, the indemnification obligations under these paragraphs 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.

There shall be attached to and made a part of every certificate of insurance, cancellation clause as follows:

"The insurance company agrees that Policy No. _____ shall not be cancelled, changed or allowed to lapse until 30 days after Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross GA 30071 has received written notice of the cancellation or change or lapse, as evidenced by return receipt of registered letter and it is agreed further that, as to lapsing, such notice will not be valid if mailed more than 45 days prior to the expiration date shown on this policy."

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

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

PRODUCER Sample Agency	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sample Insurance Carrier		1234
INSURED Your Company SAMPLE CERTIFICATE	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		XXX123	00/00/00	00/00/00	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000, PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			XXX123	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			XXX123	00/00/00	00/00/00	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	XXX123	00/00/00	00/00/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liability			XXX123	00/00/00	00/00/00	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hogan Construction Group is named as Additional Insured on the General Liability/Completed Operations policy using endorsement forms CG 2010 11/85 or combination of CG 2010 10/01 and CG 2037 10/01 (or equivalent) to included ongoing and completed operations, but only with respect to liability arising out of the operations of the named insured. Coverage shall be on a primary and non-contributory basis. This certificate of insurance indicates Workers Compensation and Employer's Liability coverage for INSERT STATE WHERE PROJECT IS LOCATED.

CERTIFICATE HOLDER

CANCELLATION

Hogan Construction Group, LLC 5075 Avalon Ridge Parkway Norcross, GA 30071	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Agent Signature

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part**
- Liquor Liability Coverage Part**
- Products/Completed Operations Liability Coverage Part**

- A.** If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D.** If notice as described in Paragraphs **A.**, **B.** or **C.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:

All other terms and conditions of this policy remain unchanged.



ATTACHMENT "C"
PAYMENT AND PERFORMANCE BOND FORMS

If Payment And Performance Bonds Are Not Attached Hereto, All Payment And Performance Bonds Issued By Subcontractor Shall Be Issued On Standard AIA Bond Forms.



ATTACHMENT "D"
SAFETY REQUIREMENTS

ALL SUBCONTRACTORS AGREE TO DO THE FOLLOWING:

1. The Subcontractor acknowledges that construction is an extremely hazardous business and that he and his employees are vitally interested in job safety. The Subcontractor assumes full responsibility for his work being performed in a careful and safe manner in complete compliance with the minimum rules and regulations established by the Occupational Safety and Health Administration (O.S.H.A.)
2. The Subcontractor acknowledges that he will also abide by the Contractor's Safety Policy, a copy of which is located on all job sites.
3. The Subcontractor agrees that the minimum safe working apparel includes hard hat, shirt with sleeves, long pants, safety glasses and work boots. The Subcontractor further acknowledges that workmen in his employ will follow these minimum standards.
4. The Subcontractor acknowledges that he is familiar with the Contractor's weekly safety meeting and agrees that while he has workmen on the job, this meeting will be attended by his supervisory and field personnel.
5. The Subcontractor further acknowledges that Hogan job superintendents, safety director, or project manager will send a form to their home offices which outlines hazardous conditions which have been permitted to occur. Within 3 calendar days after such a citation, the Subcontractor must have corrected any minor offense or the Subcontractor may be removed from the project. Any major offense must be corrected immediately.
6. No media playing devices (AM/FM radios, tape players, CD players, MP3, DVD players) are permitted on any project.
7. Cleanup for all trades shall be done in the last ten minutes of the day, every day. Flammable materials may not be stored in enclosed buildings.
8. Intentionally Omitted.
9. Any citations with penalties against the Contractor caused by Subcontractor activity will be back-charged to the Subcontractor per the contract.
10. FALL PROTECTION: Hogan Construction requires 100% fall protection in all instances where employees are exposed to a fall of 6' or more, regardless of work task. Subcontractor shall develop a project specific written fall protection plan to be submitted ten days prior to subcontractor mobilization.
11. Each Subcontractor must have a representative trained in CPR and first aid on site at all times.
12. Each Subcontractor must have a card holding OSHA 10-HR trained supervisor on site at all times.
13. Contractors engaging in confined space, scaffolding, excavation, or work requiring fall protection must have a trained competent person (in the applicable topic) on site at all times. A copy of evidence of training must be provided 10 days prior to beginning work.
14. Contractors using heavy equipment, aerial lifts and/or forklifts must provide evidence of training for employees utilizing said equipment ten days prior to beginning work.
15. Contractors utilizing cranes on the project must provide evidence of the crane operator's training or use CCO certified operators.



ATTACHMENT "E"
PROHIBITED ARTICLES/CONDUCT

1. Weapons, explosives, firearms, and ammunition are not allowed on any Hogan Construction jobsite.

Alcoholic beverages, illegal and illicit drugs, including marijuana, mood- or mind-altering substances, "look-alike" substances, designer and synthetic drugs, certain inhalants and prescription drugs for which a prescription has not been issued to the owner, are prohibited on all jobsites, including buildings, trailers, offices, parking lots, vehicles of all types including automobiles and trucks.
2. Equipment, paraphernalia, and literature related to illegal drug or substance use is prohibited.
3. Hogan Construction reserves the right to make reasonable unannounced searches of Company premises and personal searches of employees and others on the premises, including, but not limited to, personal effects, vehicles, lockers, desks, tool boxes, clothing, meal containers and baggage. Failure to submit to search procedures will result in employee removal from the jobsite.
4. Subcontractor agrees to send employees for drug and alcohol screening tests, at the request of the Company, in cases of reasonable suspicion as defined in O.C.G.A 34-9-415 (2007). Cost for drug and alcohol screening will be the responsibility of the Subcontractor.
5. Subcontractor employees involved in a job-related accident requiring medical treatment (other than minor onsite first aid) or involving damage to property, including, but not limited to automobiles, trucks, and other equipment must be drug and alcohol tested by the Subcontractor employer immediately or as expeditiously as reasonable, but in no case longer than 1 hour after the incident. Employees may not return to the jobsite until the Subcontractor has notified Hogan Construction of receipt of negative results of said test. Employees not taking a drug and alcohol test within 1 hour of the incident may not return to the jobsite.
6. Subcontractors certify they comply with the State of South Carolina drug-free workplace program.
7. Any person who, as a result of drug or alcohol testing and screening, is found to have identifiable traces of a prohibited drug or substance in his/her system, regardless of when or where the drug or substance entered that person's system, will be considered in violation of this Policy and will be removed from Company premises. Violation of this policy by Subcontractor employees may cause cancellation of the contract by Hogan Construction Group.
8. If Hogan Construction Group determines that a search or drug test of employees on a particular site is necessary, then all employees will be tested. Subcontractors must coordinate testing of their employees and any sub-sub employees at their own expense. Subcontractor must transmit verification of receipt of negative results to Hogan Construction Group. Employees will not be permitted to return to work unless negative results have been received.
9. Subcontractor should inform their current and newly hired employees that this Policy is in effect.
10. Theft, conversion, misappropriation or unauthorized removal, possession or use of property or equipment belonging to the Company, other employees or clients, including but not limited to, materials, tools, documents, and proprietary information is prohibited.



ATTACHMENT "F"

WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF _____

State and County the form is signed in

The undersigned Subcontractor has been employed by _____, 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 using one of the following: Metes and Bounds Description, the Land Lot District, Block and Lot Number, or Street Address of the project.)

Upon receipt of the sum of \$ _____, the Subcontractor 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 on account of labor or materials, or both, furnished by the undersigned to or on account of said contractor for said property. Subcontractor expressly waives all claims and rights of payment for work performed, for extensions of time to perform work, and for all claims of interference, inefficiency, delays and disruptions. This lien waiver is given to and for the benefit of Hogan Construction Group, LLC, and the Owner.

Given under hand and seal this _____ day of _____, 20 ____.

Witness / Notary Signature

Authorized Signature

Address

Position/Title

City State Zip

Company

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 OF 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 "G"
SUBCONTRACT CHANGE ORDER**

TO: _____

Attn.: _____

Date: _____
Project: _____
Subcontract Number: _____
Change Order Number: _____
Cost Code Number: _____

The following changes are hereby made to the above referenced Purchase Order

Description of Change

CHANGE ORDER LINE ITEMS:

#	Budget Line Item	Description	Amount
			\$
			\$
			\$
Subtotal:			\$
Grand Total:			\$

SAMPLE - DO NOT USE

Original Subcontract Amount	\$	_____
Net of Previous Change Orders	\$	_____
Subcontract Amount before this Change Order	\$	_____
The Amount of this Change Order	\$	_____
Subcontract Amount including this Change Order	\$	_____

The net change in the Subcontract Time including this Change Order is ___ Calendar Days.

The date of Substantial Completion of the Work called for in the Subcontract as of this Change Order is _____.

NOTES:

In accordance with the Subcontract referenced above, the undersigned Subcontractor does solemnly swear, under criminal penalty of a felony for false statements that payment of the lump sum amount of this Change Order constitutes compensation in full for all costs, claims, markup, and expenses, direct or indirect, attributable to this or any prior Change Orders, for any delays encountered by Subcontractor in the performance of the Work through the date of this Change Order, included but not limited to those related to this or any prior Change Orders, and for the performance of this and any prior Change Orders by or before the above stated Date of Substantial Completion. Subcontractor further warrants and represents that the costs shown hereinabove do not exceed the actual costs to the Subcontractor for labor and materials to perform the Work covered hereby; that the quantities shown do not exceed actual requirements to perform the Work covered hereby; and that the costs shown are reasonable considering the circumstances under which the Work was / will be performed.

Except as modified by this and any previous issued Change Orders, all other terms and conditions of the Subcontract documents shall remain in full force and effect.

SO AGREED:

By: _____
(Subcontractor)

Date: _____

By: _____
(Hogan Construction Group, LLC)

Date: _____

(Initiated Review by Project Manager)

(Initiated Review by Vice President)

PLEASE ACKNOWLEDGE AND RETURN (2) TWO (2) ORIGINALS



ATTACHMENT "H"
AFFIDAVIT OF SUBCONTRACTORS AND/OR SUPPLIER

On behalf of _____ ("Subcontractor"), holder of a subcontract with Hogan Construction Group, LLC, for labor and material for that certain project:

Job #: _____
Project name: _____
Located at: _____

The undersigned does hereby list the following Suppliers and/or Sub-Subcontractors and Materialmen through whom Subcontractor dealt in connection with the job in question, asserting that the following is the complete list of Suppliers and/or Materialmen and Sub-Subcontractors for the month of _____, 20 ____.

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>ACCOUNT BALANCE</u>
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Company Authorized Signature

Title Print Name

STATE OF _____
COUNTY OF _____

Subscribed and sworn before me this _____ day of _____, 20 ____

(Notary Public Signature)

My Commission Expires: _____

ATTACHMENT "I" SUBCONTRACT WARRANTY FORM

PROJECT: _____

LOCATION: _____

OWNER: _____

GENERAL CONTRACTOR: Hogan Construction Group, LLC

We, _____ (Company Name), Subcontractor for _____ (List job name) do hereby warrant that all labor and materials furnished and work performed in conjunction with the above-referenced project are in accord with the contract documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one (1) year from the Date of Substantial Completion.

This warranty commences on _____ (Date of Substantial Completion) and expires on: _____. Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, including adjacent work displaced, the same shall, upon written notice by the Owner, be made good by the undersigned at no expense to the Owner.

The Owner will give Contractor written notice of such defective work. Should Subcontractor fail to correct defective work within forty five (45) days after receiving written notice, the Owner may, at his option, correct defects and charge Subcontractor costs for such correction. Subcontractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work that has been abused or neglected by the Owner. Nothing in this warranty shall limit or abridge other remedies provide Contractor and Owner by applicable law.

COMPANY: _____

AUTHORIZED SIGNATURE _____

ITS: _____

DATE: _____

STATE OF _____
COUNTY OF _____

State and County the form is signed in

Subscribed and sworn before me this _____ day of _____, 20 _____.

(Notary Public Signature)

My Commission Expires: _____



**ATTACHMENT "J"
INTERIM WAIVER AND RELEASE UPON PAYMENT**

STATE OF _____
COUNTY OF _____

State and County the form is signed in

The undersigned Subcontractor has been employed by **Hogan Construction Group, LLC**, (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 using one of the following:
Metes and Bounds Description, the Land Lot District, Block and Lot Number, or Street Address of the project.)

Line 11 from Pay Application - MATCHES EXACTLY

Upon receipt of the sum of \$ _____, the Subcontractor 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 _____ and excepting those rights and liens that the Subcontractor 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. Subcontractor expressly waives all claims and rights of payment for work performed up, for extensions of time to perform work and for all claims of interference, inefficiency, delays and disruptions, up to and through the date of this lien waiver. This lien waiver is given to and for the benefit of Hogan Construction Group, LLC, and the Owner.

Given under hand and seal this _____ day of _____, 20 ____.

**Date Needs to match OR be after
"through date".**

Witness / Notary Signature

Authorized Signature

Address

Position/Title

City State Zip

Company

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 OF 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 S.C. CODE 29-5-10 ET SEQ.



**ATTACHMENT "K"
SUB-SUBCONTRACTOR/SUPPLIER (PARTIAL) WAIVER**

STATE OF _____
COUNTY OF _____

State and County the form is signed in

The undersigned Sub-Subcontractor/Supplier has been employed by _____
(name of Contractor or party who insisted the labor, services, materials or equipment) 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 using one of the following:
Metes and Bounds Description, the Land Lot District, Block and Lot Number, or Street Address of the project.)

For and in consideration of the sum of \$ _____, the receipt of which is hereby acknowledged, the
sub-subcontractor/supplier waives and releases any and all liens or claims of liens or any rights against any labor
and/or material bond it has upon the foregoing described property through the date of _____ and
excepting those rights and liens that the Sub-Subcontractor/Supplier 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.

The undersigned further warrants and represents that the value of its completed, unpaid work to date, for which
this interim waiver is being given, is \$ _____. The undersigned's outstanding balance to finish is
\$ _____. The undersigned also forever waives and releases any claim it has or may have against any
surety bond relating to the project including bonds issued by Hogan pursuant to applicable public works laws.

Given under hand and seal this _____ day of _____, 20 ____.

Witness / Notary Signature

Authorized Signature

Address

Position/Title

City State Zip

Company

Phone

NOTICE: THIS DOCUMENT WAIVES YOUR LIEN RIGHTS THROUGH THE DATE LISTED IN THE SECOND PARAGRAPH AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCABLE AGAINST YOU IF YOU SIGN IT EVEN IF YOU HAVE NOT BEEN PAID.



**ATTACHMENT "L"
SUBCONTRACTOR APPLICATION FOR PAYMENT**

DUE ON OR BEFORE 25TH OF THE MONTH

SEND TO 2007 Cherry Hill Lane, Charleston, SC 29405 WITH ALL APPLICABLE FORMS

Subcontractor:	Project Name:	_____
Address:	Project No.:	_____
Phone:	App. No.:	_____
Email:	Fax:	_____
	Period:	_____

- | | |
|------------------------------------------------------------------------------------------------|----------|
| 1. Original Subcontract Amount | \$ _____ |
| 2. Total of Approved Change Orders
(as per attached Schedule of Values Breakdown) | \$ _____ |
| 3. Adjusted Contract Amount (lines 1+2) | \$ _____ |
| 4. Value of Work Completed To Date
(as per attached Schedule of Values Breakdown) | \$ _____ |
| 5. Value of Approved Change Orders Completed
(as per attached Schedule of Values Breakdown) | \$ _____ |
| 6. Materials Stored On Site | \$ _____ |
| 7. Total Completed and Stored To Date (Lines 4+5+6) | \$ _____ |
| 8. Retainage (<u>10%</u> of line 7) | \$ _____ |
| 9. Total Earned Less Retainage (line 7 less line 8) | \$ _____ |
| 10. Less Previously Invoiced To Date
(Sum of all line 11s from previous pay apps) | \$ _____ |
| 11. CURRENT AMOUNT DUE (line 9 less line 10) | \$ _____ |
| 12. Balance To Finish, Plus Retainage (line 3 less line 9) | \$ _____ |

FOR HOGAN USE ONLY	
Insurance Status: <input type="checkbox"/> REC <input type="checkbox"/> EXP <input type="checkbox"/> NOT REC	
If Exp or Not Rec'vd, invoice to be put on HOLD	
Change Order Summary: <input type="checkbox"/> Executed <input type="checkbox"/> Not Returned	
First Payment Request: <input type="checkbox"/> Y <input type="checkbox"/> N	
<input type="checkbox"/> "H" - Affidavit of Supplier/Sub-Sub	
<input type="checkbox"/> "J" - Partial Waiver	
<input type="checkbox"/> "K" - Sub's / Supplier's Partial Waiver	
Interim Payment Request: <input type="checkbox"/> Y <input type="checkbox"/> N	
<input type="checkbox"/> "J" - Partial Waiver	
<input type="checkbox"/> "K" - Sub's / Supplier's Partial Waiver	
Final Payment Request: <input type="checkbox"/> Y <input type="checkbox"/> N	
<input type="checkbox"/> "F" - Final Waiver	
<input type="checkbox"/> "O" - Final Affidavit - Suppliers/Subs (if applicable)	
<input type="checkbox"/> "N" - Affidavit of Payment of All Sales & Use Tax	
<input type="checkbox"/> "I" - Warranty Form	
SUB PAY APP APPROVAL	
Tot. Comp. (7)	\$ _____
Ret. Held (8)	\$ _____
Billing Month	_____
Approved By	_____
Today's Date	_____

CERTIFICATE OF THE SUBCONTRACTOR: I hereby certify that the work performed and the materials supplied to date, as shown on the above statement, represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Hogan Construction Group relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors (sub-contractors) and (2) for all materials and labor used in connection with the performance of the Contract. I further certify I have complied with Federal, State, and Local laws, including Social Security laws and Unemployment Compensation laws insofar as applicable to the performance of this Contract.

Conditioned only upon payment of the amount of this request, and in order to induce such payment, the undersigned does hereby waive, release and relinquish all claim or right of lien which the undersigned may now have upon the premises above-described, and undersigned further promises to indemnify and hold harmless the Owner and Contractor from any lien of any and all parties for the furnishing of labor, materials or services on the project for, by or through the undersigned, or any of its subcontractors or suppliers through and including the date of this request.

Subscribed and sworn before me this _____ day of _____, 20____.

(Notary Public Signature)

Signed: _____

Subcontractor: _____

Date: _____

My Comission Expires: _____

ATTACHMENT "M"
PROJECT SCHEDULE



ATTACHMENT "N"
AFFIDAVIT OF PAYMENT OF ALL SALES AND USE TAX

STATE OF _____
COUNTY OF _____

State and County the form is signed in

The undersigned Subcontractor in order to induce Hogan Construction Group, LLC, ("Hogan") to make final payment for the scope of work which includes Subcontractor's work, labor or supplies, hereby swears and affirms as follows:

1. The person signing this affidavit is over the age of 18 and competent to testify to the matters set forth in this affidavit;
2. The person signing this affidavit has authority to bind the subcontractor;
3. _____ (Subcontractor) has paid for all sales and use tax as required by the South Carolina Department of Revenue arising out of or relating to the _____ project.

SUBCONTRACTOR

Company Name: _____

By: _____

Its: **Officer or Authorized Agent**

Subscribed and sworn before me this _____ day of _____, 20____.

(Notary Public Signature)

My Commission Expires: _____



**ATTACHMENT "O"
FINAL AFFIDAVIT, WAIVER AND RELEASE OF
SUPPLIERS AND SUB-SUBCONTRACTORS**

STATE OF _____
COUNTY OF _____

State and County the form is signed in

The undersigned Suppliers/Sub-Subcontractor ("Subcontractor"), in order to induce Hogan Construction Group, LLC ("Hogan") to make final payment for the scope of work which includes Subcontractor's work, labor or supplies, hereby swears and affirms as follows:

1. The person signing this affidavit is over the age of 18 and competent to testify to the matters set forth in this affidavit;
2. The person signing this affidavit has authority to bind the Subcontractor;
3. Subcontractor has paid for all materials, labor, services and supplies arising out of or relating to the _____ project (the "project");
4. Subcontractor hereby forever waives and discharges Hogan from and against all claims it may have for payment of any sums due for any work performed on the project including any claimed extra work, change order work, inefficiencies, disruptions, escalations, interest and like claims;
5. Subcontractor acknowledges receipt of full and final payment from the party with whom it has a contract or accepted an order relating to the project;
6. Subcontractor discharges, waives and releases the Surety under any payment or performance bond provided by Hogan from and against any and all claims relating to the project including but not limited to claims for indemnity and contribution;
7. Subcontractor forever discharges, waives and releases Owner and Owner's agents, including design professionals, from and against any and all claims relating to the project including claims for indemnity and contribution;
8. Subcontractor waives all rights of subrogation against Hogan and Owner.

SUPPLIER/SUB-SUBCONTRACTOR ("Subcontractor")
 Company Name: _____
 Signature: _____
 Its: **Officer or Authorized Agent**

Subscribed and sworn before me this _____ day of _____, 20____.

(Notary Public Signature)

My Commission Expires: _____

INSTRUCTIONS TO SUBCONTRACTORS **Subcontract and Payment Procedures**

(Make sure your billing department has a copy of this instruction sheet)

Please Read Carefully

The attached forms are part of your subcontract. Please review this information carefully to prevent delays in the execution of the subcontract agreement, as well as your billing and payment.

Subcontract Procedures:

We have included two (2) identical subcontracts for you. Both contain your scope of work, the boilerplate and the following attachments for your information/records:

Attachment A	Contract Document List
Attachment B	Insurance Requirements
Attachment C	Payment & Performance Bond Info
Attachment D	Safety Requirements
Attachment E	Prohibited Articles Policy
Attachment G	Subcontract Change Order *Sample Only*

After reviewing, signing & witnessing **both** subcontracts, please return **both** to our GA office. We will review them and return one executed copy to you. **Do not hold contracts for more than 2 weeks. Contracts must be returned & signed prior to mobilization.** Also, in a timely manner, please ensure we have your current insurance certificate and W-9 on file.

Note There are also attachments F, H, I, J, K, L, N & O which are forms that you will need to make copies of to keep on hand. Do this once you have received your fully executed copy of the subcontract back. These forms are discussed in the next section.

Payment Procedures:

These attachments are forms to keep on hand:

Attachment F	Unconditional Waiver and Release Upon Payment (Final Waiver) Affidavit
Attachment H	of Subcontractors and/or Suppliers
Attachment I	Warranty Form
Attachment J	Interim Waiver and Release Upon Payment (Your Partial Waiver)
Attachment K	Sub-Subcontractor/Supplier Interim Waiver and Release Upon Payment (Partial Waiver for Your Subs/Suppliers to complete if required)
Attachment L	Subcontractor Application for Payment
Attachment N	Affidavit of Payment of All Sales and Use Tax
Attachment O	Final Affidavit, Waiver and Release of Suppliers and Sub-Subcontractors

As a subcontractor, you will need to use the forms attached to your contract. In order to receive payment, these forms must be submitted as follows:

Pay Application (Attachment L) – This needs to be submitted monthly (this is your pay request). This form needs to be completed, signed and notarized every month that you performed work and you need to apply for payment. **We must receive this signed and notarized form on or before the 25th of the month in order to be processed with that month’s draw from the owner. You may fax it to our office or email the project manager on the 25th to make the cut off, but make sure you immediately mail us the original.**

Affidavit of Supplier/Sub-Subcontractor (Attachment H) – This form needs to be submitted from you with your first pay application. This form lets us know what suppliers and/or subs you will be using for the project. Please fill in all suppliers/subs that you have used for the project so far. If there are additional subs/suppliers you use in the future, update this form and submit it with your next pay application. If you do not have any subs/suppliers that are specific for this project (example: you use stock materials from inventory or you provide your labor only), state that reason on the form and submit. Regardless of whether you will use suppliers/subs or not, this form must be submitted with all first pay applications. Make sure this form is signed and notarized.

Your Partial Waiver (Attachment J) – Fill out this form and submit with every progress billing/pay application (not your last retainage billing though). Make sure the project information is filled in at the top. The “upon the receipt of the sum” amount on the waiver needs to match the amount of your pay request exactly (line #11 on your pay application). Use the “through date” that matches the end of the period (month) of the corresponding pay request. Have this form signed, witnessed, and notarized (the witness being the notary).

Your Sub’s/Supplier’s Partial Waiver (Attachment K) – If this form is required (see below), this form needs to be filled out by every subcontractor and/or supplier that you list on your affidavit (attachment H). It will need to be filled out with at least a through date of the end of the month PRIOR to the pay request it goes with. For example, if you have submitted a pay request on July 25th, we will need sub/supplier waivers from those listed on your affidavit (attachment H) through at least June 30th before we can release your July payment. **Note that the “for and in consideration of the sum” amount needs to be the amount that they were paid through the corresponding date. They should only put 0\$ if they were not paid anything for that period (month).** This form must be signed, witnessed, and notarized (the witness being the notary).

A current attachment K form is ALWAYS required from each sub/supplier with each pay application unless:

- The sub/supplier has already submitted a final waiver and final affidavit (attachment F & O) and they are paid in full.

Final Waiver (Attachment F) – This form is the final waiver that you must fill out and submit with your final pay application. Also, this form will be needed from each sub/supplier listed on your affidavit (Attachment H) before your final payment can be released. Each sub/supplier you use must be paid in full on the job before we can release your final check. This form must be signed, witnessed, and notarized (the witness being the notary).

Affidavit of Payment of All Sales and Use Tax (Attachment N) – This form needs to be submitted with your final pay application. It must be signed and notarized.

Warranty Form (Attachment I) – The project engineer will know if this form will be required from you near the end of the project. Check with him/her when you are preparing your final pay request to see if you must submit it. He/she will also be able to tell you what dates to use on the form. This form must be signed and notarized.

Submit all paperwork to our Georgia office (unless advised otherwise):

**Hogan Construction Group, LLC
5075 Avalon Ridge Parkway
Norcross, GA 30071
Phone (770) 242-8588
Fax (770) 242-7741**

For Accounts Payable Information please contact your project accountant.

PAY APPLICATION CHECKLIST

INITIAL BILLING CYCLE - PAY APP. 01

Attachment	Completed
"L" - Pay Application	
"H" - Affidavit of Supplier/Sub-Subcontractor	
"J" - Partial Waiver	
"K" - Sub's/Supplier's Partial Waiver <i>(required from each sub/supplier)</i> :	
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	

INTERIM BILLING CYCLE - PAY APP. 02 until you reach FINAL

Attachment	Completed
"L" - Pay Application	
"J" - Partial Waiver	
"K" - Sub's/Supplier's Partial Waiver <i>(required from each sub/supplier)</i> :	
(1) _____	
(2) _____	
(3) _____	
(4) _____	
(5) _____	

FINAL OR RETAINAGE BILLING

Attachment	Completed
"L" - Pay Application	
"F" - Waiver and Release Upon Final Payment	
"I" - Subcontract Warranty Form (if needed)	
"N" - Affidavit of Payment of All Sales and Use Tax	
"O" - Final Affidavit - Suppliers / Subs <i>(if applicable)</i>	