



# SUBCONTRACT AGREEMENT

between  
**W. M. JORDAN COMPANY, INC.**  
Contractor

and  
**«SubcontractorNam»**  
Subcontractor

for  
**Town Creek Middle School**  
**Job No. 18-404**  
Project

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## SCHEDULE OF EXHIBITS

Exhibit A	Subcontractor Scope of Work
Exhibit B	Project Policies and Procedures
Exhibit C	Document List
Exhibit D	Application for Payment Form
Exhibit E	Not Used
Exhibit F	Second Tier Subcontractors and Suppliers
Exhibit G	Insurance Requirements
Exhibit H	Daily Report/Manpower Summary Form
Exhibit I	Subcontractor/Supplier Information Sheet
Exhibit J	Design Build Requirements
Exhibit K	Standard Subcontract Attachment
Exhibit L	Supplementary Instructions to Bidders
Exhibit M	Electronic Information Addendum
Exhibit N	Project Statement
Exhibit O	County Sales and Use Tax Report
Exhibit P	Final Payment Lien Waiver & Release
Exhibit Q	E-589CI Affidavit of Capital Improvement
Exhibit R	Project Schedule
Form A	Sexual Offender Registry Check Certification Form
Form B	Bid Form as Submitted by Subcontractor
Form C	Post Bid Scope Review Meeting Minutes





## Subcontract Agreement

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Date: **Date**

*This Subcontract is effective on the above date, and must be signed by Subcontractor and returned to W. M. JORDAN COMPANY, INC. within fourteen (14) days of Subcontract Date. If executed Subcontract is not received by W. M. JORDAN COMPANY within thirty (30) days of Subcontract Date, it is DEEMED ACCEPTED by the Subcontractor.*

Awarded By: **W. M. JORDAN COMPANY, INC.  
1712 Eastwood Road, Suite 200  
Wilmington, North Carolina 28403  
Ph: (910) 679-4551, Fax: (910) 679-4606**

Awarded To: **«SubcontractorNam» ("the Subcontractor")  
«Address1»  
«City», «State» «ZipCode»  
Ph: «Telephone1», Fax: «Fax»**

Project: **Town Creek Middle School  
6330 Lake Park Drive SE  
Winnabow, North Carolina 28479  
Job No. 18-404**

Architect: **ksq design  
2115 Rexford Road, Suite 500  
Charlotte, North Carolina 28211**

Owner: **Brunswick County Schools  
35 Referendum Drive  
Bolivia, North Carolina 28422**

Subcontract Amount: **«DollarALPHA» dollars («DollarNumeric»)**

Retainage Amount: **«Retainage»**

Subcontractor Billing Cost Code: **«COSTCODE»**

Performance and Payment Bond Required: **«BOND»**, if applicable, complete Payment Bond information on Page 9

Project Completion Date: **June 2020**

Subcontractor Completion Date: **as scheduled by W. M. JORDAN COMPANY**

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W. M. JORDAN COMPANY and Subcontractor, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

1. **SUBCONTRACT WORK**

The Subcontractor shall furnish all of the labor, materials, plant, equipment, supplies, services, and other items (including but not limited to competent supervision, shop drawings, samples, tools, protection, hoisting and scaffolding) as necessary for the proper performance of the Subcontract Work, as set forth in Exhibit A – Subcontractor Scope of Work, attached hereto.

2. **CONTRACT**

W. M. Jordan Company's contract with the Owner (the "General Contract") is incorporated by reference and made a part of the Subcontract. Except as modified herein, Subcontractor assumes the same obligations to W. M. Jordan Company under the Subcontract that W. M. Jordan Company assumes to the Owner with respect to the Subcontract Work. The language of applicable clauses from the General Contract shall be construed to express the W. M. Jordan Company /Subcontractor relationship. Time limitations set forth in such provisions will be shortened as necessary to provide W. M. Jordan Company time to meet its obligations. In the event of a conflict between any such provisions and the Subcontract, the more stringent condition shall govern. The Subcontractor also acknowledges that it has made a site visit to review conditions that may relate to the performance of the Subcontract Work, has incorporated such knowledge into its price for the Subcontract Work, and that it has reviewed the General Contract, the Drawings and Specifications and Amendments as enumerated in Exhibit C – Document List as they relate to other work which may interface with the Subcontract Work. This Subcontract award is contingent upon receipt of a signed contractual Agreement between the Owner and W. M. Jordan Company, Inc. In the event W. M. Jordan Company does not receive a contract from the Owner, then this Subcontract shall become null and void with no obligation on the part of either party.

3. **SUBCONTRACT DOCUMENTS**

(A) The Subcontract Documents consist of this Subcontract Agreement (including Exhibits), the General Contract including any general, special and supplementary conditions, the Drawings, the Specifications, and all Addenda issued prior to and all Modifications issued after execution of any of these documents. In the event of a discrepancy among any of the Subcontract Documents, the following shall be the order of precedence, with the document taking precedent listed first: The Subcontract Agreement, The Specifications, The Drawings, The General Contract together with Addenda and Modifications; provided however, that in the event any of these documents conflict, the more stringent requirement shall apply. Furthermore, should the General Contract contain an Order of Precedence Clause, such clause shall govern the interpretation of the General Contract.

(B) W. M. Jordan Company will provide the Subcontractor with plans and specifications electronically. Additional sets shall be obtained at the Subcontractor's expense.

#### 4. **SUBCONTRACT SUM AND PAYMENT**

(A) W. M. Jordan Company shall pay the Subcontractor for the Subcontract Work, the "Subcontract Amount."

(B) W. M. Jordan Company shall pay progress payments to Subcontractor on the schedule provided by the General Contract, or monthly. Such progress payments shall be made after receipt of payment from the Owner, out of the amount paid to W. M. Jordan Company on account of Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Such progress payments shall reflect percentages retained at the rate set forth on page 1 of this Agreement, or otherwise actually retained from payment to W. M. Jordan Company on account of Subcontractor's portion of the Work. Subcontractor shall likewise make payments to its subcontractors in the same manner, and require any sub-subcontractors it employs to do the same.

(C) Subcontractor shall submit for approval within FOURTEEN (14) CALENDAR DAYS of issuance of this Agreement and prior to any payment being made, a Schedule of Values with respective quantities. The referenced Schedule of Values shall allocate the Subcontract Amount among the various portions of the Subcontract Work and be prepared in such form and supported by such data to substantiate its accuracy as W. M. Jordan Company may require.

(D) W. M. Jordan Company's obligation to pay the Subcontract Amount is executory and conditional upon Subcontractor's compliance with this Agreement, and Subcontractor's completion of work. W. M. Jordan Company shall make payments to Subcontractor within seven (7) days after W. M. Jordan Company's receipt of payment from the Owner, or such shorter time as required by law, and less deduction for improperly or untimely performed work, for work performed by W. M. Jordan Company for Subcontractor's account, and/or as otherwise allowed under this Subcontract Agreement. W. M. Jordan Company reserves the sole discretion to make payment to Subcontractor before it receives payment from the Owner, and such payment shall not constitute a waiver of any provision enumerated in this Agreement. No progress payments made under this Agreement shall be conclusive evidence of the performance of this Agreement either in whole or in part, and no such payment shall be construed to be an acceptance of defective Subcontract Work or improper materials. ALL MONTHLY BILLINGS MUST BE SUBMITTED ON THE SUBCONTRACTOR APPLICATION AND CERTIFICATE FOR PAYMENT (EXHIBIT D ATTACHED HERETO) AND RECEIVED BY W. M. JORDAN COMPANY BY THE **20TH DAY** OF EACH MONTH. AT THE DISCRETION OF THE PROJECT MANAGER, THIS DATE MAY BE ADJUSTED TO ACCOMMODATE OWNER PAYMENT PROCEDURES. Payment applications received in a timely manner will be paid in accordance with this provision of the Subcontract, less any deductions for improperly or untimely performed work or for work performed by W. M. Jordan Company for the Subcontractor's account.

(E) If at any time there shall be evidence of a lien or claim either of which is potentially chargeable to Subcontractor, or which, if established, might render W. M. Jordan Company or the Owner liable to the claimant, or if Subcontractor shall incur any liability to W. M. Jordan Company, or if W. M. Jordan Company shall have any claim or demand against Subcontractor of any kind or for any reason, whether or not reduced to judgment or award, and whether or not it relates to this Subcontract, W. M. Jordan Company shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between W. M. Jordan Company and the Subcontractor, an amount sufficient to indemnify W. M. Jordan Company and Owner against such lien or claim, or to fully satisfy such liability, claim or demand. W. M. Jordan Company shall also be entitled to charge against or deduct from any such payment all costs of defense or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Subcontractor shall refund to W. M. Jordan Company within TEN (10) DAYS of demand all funds that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collecting said funds from Subcontractor. Should W.M. Jordan Company lose confidence in Subcontractor's ability to satisfy its obligations to its subcontractors and suppliers on the Project, it reserves the right to enter into joint-check payment arrangements with Subcontractor and any such entities as may be required for the efficient administration of the General Contract, subject to the Standard Terms and Conditions of Joint Check Procedures of W. M. Jordan Company. No such joint check arrangement shall relieve Subcontractor of its payment obligation or create a separate obligation of payment by W.M. Jordan Company and Subcontractor's subcontractor or supplier.

(F) Subcontractor shall pay for all materials and labor used in connection with the performance of this Agreement through the period covered by previous payments made by W. M. Jordan Company to Subcontractor, and shall furnish satisfactory evidence, when requested by W. M. Jordan Company, to verify compliance with this requirement, including, but not limited to providing W. M. Jordan Company with a list of suppliers and vendors with contact information. Subcontractor further agrees that prior to payment it must provide W. M. Jordan Company: (a) an executed Subcontractor Application and Certificate for Payment (Exhibit D attached hereto); (b) an executed waiver and release of lien and/or bond rights; and (c) a Subcontractor Daily Report / Manpower Summary (Exhibit H attached hereto) for each day worked that month. Subcontractor agrees and covenants that payments received for the performance of the Work shall be used solely for the benefit of persons and firms supplying labor, materials, supplies, tools, machines, equipment, plant or services exclusively for the Project in connection with this Subcontract and having the right to assert liens or other claims against the land, improvements or funds involved in the Project or against any bond or other security posted by W. M. Jordan

Company or Owner, that **any money paid to Subcontractor pursuant to this Subcontract shall immediately become and constitute a trust fund for the benefit of said persons and firms, and shall not in any instance be directed by Subcontractor to any other purpose** until all obligations arising thereunder have been fully discharged and all claims arising therefrom have been fully paid. Subcontractor agrees, as a condition precedent to payment hereunder, to furnish W. M. Jordan Company with such partial or final releases of claims or waivers of Lien as W. M. Jordan Company may from time to time request.

5. **FINAL PAYMENT**

(A) Upon acceptance of the Subcontract Work by W. M. Jordan Company and Owner, and upon the Subcontractor's furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract Documents, W. M. Jordan Company shall process the Subcontractor's application for Final Payment. The Subcontractor shall submit to W. M. Jordan Company: (i) A Final Lien Waiver and Release; (ii) Consent of surety to final payment, if required; (iii) Written notification that all Close-out Procedures have been completed, including but not limited to as-built drawings, O & M manuals, equipment, training, extra material stock, and warranty certificates; and, (iv) Other substantiation and certification as required by W. M. Jordan Company or the Owner.

(B) Final Payment shall constitute a waiver of all claims by the Subcontractor arising out of or relating to the Subcontract Work, but shall in no way relieve the Subcontractor of liability for the obligation to warrant and guarantee the Subcontract Work, and for faulty or defective work appearing after Final Payment.

6. **SUBCONTRACT COMPLETION DATE AND PERFORMANCE PERIOD**

(A) Subcontractor shall complete all Subcontract Work in accordance with the Subcontract Agreement. TIME IS OF THE ESSENCE FOR THE COMPLETION OF THE SUBCONTRACTOR'S OBLIGATIONS UNDER THIS SUBCONTRACT. The Subcontractor shall coordinate all work with W. M. Jordan Company to assure timely completion of the Subcontract Work, and so as not to impact timely completion of the Project. Any extensions to the Subcontract Completion Date or changes to the Performance Period must be in writing and signed by W. M. Jordan Company. If W. M. Jordan Company is assessed liquidated damages for any failure to timely complete the Subcontract Work, then W. M. Jordan Company shall also assess such liquidated damages to Subcontractor. Should Subcontractor fail or neglect to complete all or any part of the Subcontract Work in the times specified, or so fail to make progress as to endanger performance, or otherwise delay W. M. Jordan Company by reason of Subcontractor's, or any of its subcontractor's or supplier's, failure or neglect at any tier to perform its obligations, such shall be considered a material breach of this Subcontract and default by Subcontractor.

(B) The Subcontractor shall cooperate with W. M. Jordan Company in planning, scheduling and performing work hereunder in coordination with W. M. Jordan Company's schedule and the scheduling of other trades and subcontractors on the Project. The Subcontractor shall furnish in good time, sufficient labor, material, plant equipment, supplies, tools and other items, and shall work such hours, including night shifts and overtime, as may be necessary to insure the prosecution of the Subcontract Work as scheduled.

(C) Subcontractor shall, within 14 days of issuance of this agreement, or issuance of a letter of intent, submit a Subcontract Progress Schedule for the Subcontract Work in a format acceptable to W. M. Jordan Company. This schedule shall include activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment; identify precedent relationships between the contractor's activities and those of other contractors, the dollar value for each product and activity and necessary manpower loadings. The activities on the schedule must be at a level of detail approved by W. M. Jordan Company and agree with the terminology and building sequencing established by W. M. Jordan Company. W. M. Jordan Company will compile all Subcontractors' schedules and develop a Project Master Construction Schedule. Once issued by W. M. Jordan Company, this schedule will become the project plan for construction.

(G) If the Subcontract Work is substantially delayed, accelerated, or disrupted without the fault or responsibility of the Subcontractor, then the time for the Subcontract Work shall be revised to the extent obtained by W. M. Jordan Company under the General Contract and the Subcontract Completion Date and Performance Period shall be revised accordingly. W. M. Jordan Company shall not be liable to the Subcontractor for any damages or additional compensation as a consequence of delay, acceleration or disruption caused by any person not a party to this Subcontract unless W. M. Jordan Company has first recovered the same on behalf of the Subcontractor from said party. Apart from recovery from said party, the Subcontractor's sole and exclusive remedy for delay, acceleration or disruption shall be an extension in the time for performance of the Subcontract Work.

(H) If, in the opinion of W. M. Jordan Company, the Subcontractor is behind schedule and is so notified by W. M. Jordan Company in writing, the Subcontractor will be required to furnish to W. M. Jordan Company a short interval schedule of their work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If the Subcontractor fails to maintain and meet the short interval schedule submitted to W. M. Jordan Company, W. M. Jordan Company reserves the right to take whatever steps necessary to bring the work in compliance with the Project Master Construction Schedule at the Subcontractor's expense. The Subcontractor shall employ such means as overtime work, multiple work shifts, and additional equipment, without additional compensation and shall continue to do so until the progress of the work is, in the opinion of W. M. Jordan Company, in conformance with the Project Master Construction Schedule.

(I) If, in the opinion of W. M. Jordan Company, the Subcontractor fails to make sufficient progress accomplishing the Subcontract Work in the time required by the Subcontract Documents, W. M. Jordan Company may, FORTY-EIGHT (48) hours after furnishing written notice to the Subcontractor of such failure to timely perform the work, supplement the Subcontractor's work force and charge the cost of additional labor, equipment and materials to the Subcontractor. Should it become necessary for W. M. Jordan Company to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should W. M. Jordan Company become involved in litigation arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay W. M. Jordan Company attorney's fees in addition to actual costs and damages.

7. **LABOR DISPUTES**

Whenever an actual or potential labor dispute delays or threatens to delay the performance of the Subcontract Work, the Subcontractor shall immediately give notice thereof to W. M. Jordan Company. Such notice shall be confirmed in writing and shall contain all information relevant to the dispute.

8. **PERMITS AND LICENSES**

The Subcontractor shall inform itself in detail of all permits, licensing and tax requirements pertaining to the Subcontract Work. Unless otherwise stated in the Subcontract, the Subcontractor shall secure and pay for all permits and governmental fees, taxes, licenses and inspections necessary for the proper execution and completion of the Subcontract Work. Prior to commencement of Subcontract work, Subcontractor shall hold a valid contractor's license in the jurisdiction in which the work is performed and shall maintain such license for the duration of the Subcontract work.

9. **WORKMANSHIP**

The Subcontractor shall at all times perform the Subcontract Work in a professional and workmanlike manner, in strict accordance with the terms of the Subcontract, and in keeping with the highest industry standards then prevailing for the performance of similar work. The Subcontractor shall employ proper, adequate and experienced supervision and only properly trained and qualified craftsmen, and shall assign work in conformity with established craft classifications at the job site as determined by W. M. Jordan Company. The Subcontractor shall remove from the site of the work any supervision, craftsman or employee considered unsatisfactory by W. M. Jordan Company. All lower tier subcontractors of the Subcontractor must be approved by W. M. Jordan Company, which approval shall not in any way diminish the responsibility of the Subcontractor to comply with the terms of the Subcontract. The Subcontractor will cooperate and coordinate the Subcontract Work with all other trades and other subcontractors.

10. **PROPERTY AND PROPRIETARY INFORMATION**

(A) Any property furnished by W. M. Jordan Company or Owner shall remain the property of W. M. Jordan Company or the Owner, as applicable, and Subcontractor shall bear the risk of loss of and damage to such property, normal wear and tear accepted. W. M. Jordan Company and the Owner shall have the right to enter Subcontractor's premises at all reasonable times to inspect such property and Subcontractor's records with respect thereto. Said property shall be relinquished back to its owner at the scheduled time, or upon demand.

(B) This Subcontract, as well as all information contained in documents, including drawings, specifications and schedules, received from W. M. Jordan Company in connection with the Subcontract, are confidential and the property of W. M. Jordan Company or the Owner, and such information shall not be transmitted, reproduced, used or disclosed by Subcontractor, except as necessary for the performance of the Subcontract Work, without prior written approval by W. M. Jordan Company.

11. **CHANGES**

(A) W. M. Jordan Company may at any time by written Change Order make changes to the Subcontract without notice to the sureties, including but not limited to, the Subcontract Work, Subcontract Completion Date or Performance Period. W. M. Jordan Company may direct the Subcontractor to perform changes to the Subcontract Work under the same terms and conditions as W. M. Jordan Company may be required to perform such work under the Changes Clause or any other provision of the General Contract. If any Change Order causes an increase or decrease in the cost of, or the time required for the Subcontract Work, an equitable adjustment to the Subcontract will be negotiated; provided however, that such right to an equitable adjustment is subject to all conditions precedent to making changes in the Subcontract, including notice and written directive to perform. W. M. Jordan Company shall not be liable for any damages as a consequence of delay, acceleration or disruption. Subcontractor's exclusive remedy for delay, acceleration and disruption shall be an extension of the Subcontract Completion Date or Performance Period, unless such delay, acceleration or disruption damages are recovered from the Owner or other responsible person not a party to this Subcontract. Any claim by Subcontractor for any adjustment under this clause must be asserted in writing within TEN (10) CALENDAR DAYS from receipt of the Change Order.

(B) No alleged change, actual change, change order, claim or dispute herein shall excuse Subcontractor from proceeding timely and diligently with performance of the Subcontract Work, as may be changed by W. M. Jordan Company or the Owner.

(C) Subcontractor shall respond in writing in accordance with the time set forth in any request for proposal, but no more than FOURTEEN (14) CALENDAR DAYS to any requests for proposal issued by W. M. Jordan Company. Should the Subcontractor fail to respond within this time period, W. M. Jordan Company may submit an estimate to the Owner (on the Subcontractor's behalf) for the Subcontractor's total cost and time impact related to the proposed change. The extent to which the Subcontractor is entitled to relief for the change shall be no greater than that which W.M. Jordan Company receives from the Owner on the Subcontractor's behalf.

12. **NOTICE OF CLAIMS FOR ADDITIONAL COST**

If the Subcontractor wishes to make a claim for increase in the Subcontract Sum, it shall ensure that W. M. Jordan Company receives written notice thereof within TEN (10) CALENDAR DAYS after the occurrence of the event giving rise to such claim, or within the time period required by the General Contract, whichever is shorter. This notice shall be given by the Subcontractor before proceeding to execute the work, except in an emergency endangering life or property. No claim for additional costs shall be valid unless so made, and any change in the Subcontract Sum resulting from such claim shall not be valid unless authorized by a written Change Order.

13. **ADJUSTMENTS IN SUBCONTRACT AMOUNT**

(A) If a Subcontract Change Order requires an adjustment in the Subcontract Amount, the adjustment shall be established by W. M. Jordan Company's acceptance of an itemized breakdown of quantity and unit cost; by unit prices as indicated in the Subcontract or as subsequently agreed to by the parties; by costs determined in a manner acceptable to the parties with a mutually acceptable fixed or percentage fee; or by such other method as may otherwise be provided in the Subcontract Documents.

(B) If the Subcontractor disputes the method of adjustment, the method and the adjustment shall be determined by W. M. Jordan Company on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of an increase in the Subcontract Amount, an allowance of 10% for overhead and profit or such other allowance as may be required by the General Contract. The Subcontractor shall maintain for W. M. Jordan Company's review and approval an appropriately itemized and

substantiated account of labor costs (including fringe benefits), costs of materials, supplies and equipment, bond and insurance premiums, permit fees and taxes, and costs of additional supervision and field office personnel necessitated by the change.

**14. CLAIMS AND DISPUTES**

(A) With respect to any dispute between the Subcontractor and W. M. Jordan Company for which the Owner is or may be liable, in whole or in part, the Subcontractor will prepare its claim and will present it to W. M. Jordan Company for submission to the Owner within a time sufficient for W. M. Jordan Company to submit it to the Owner as required by the General Contract. W. M. Jordan Company will cooperate with the Subcontractor in presenting such claim to the Owner and will pay to Subcontractor (subject to any applicable set-off) any amounts recovered for Subcontractor on such claim. The Subcontractor agrees that it will bear all costs, including legal fees, necessary to pursue such a claim against the Owner, and that this remedy shall be the Subcontractor's sole and exclusive remedy in lieu of any claim directly against W. M. Jordan Company or its bonding company regardless of the outcome of the claim. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued, or such lesser time if required by the General Contract, shall be waived.

(B) The Subcontractor agrees that all other disputes not included in subparagraph (A) above shall be litigated in the Superior Court of Wake County, NC, or the United States District Court for the Eastern District of North Carolina, Raleigh Division, regardless of the location of Subcontractor's work or the Project. The parties hereby expressly consent to the jurisdiction and venue of said courts. All sureties of the Subcontractor similarly consent to the jurisdiction and venue of said courts.

(C) At the sole discretion of W. M. Jordan Company, claims included in subparagraphs (A) or (B), above, may be arbitrated or decided by some other means of alternative dispute resolution. If W. M. Jordan Company determines that resolution of any dispute between the Subcontractor and W. M. Jordan Company shall be made in such manner, litigation pursuant to subparagraph (B), above, shall not be permitted. Further, Subcontractor agrees to participate in any arbitration or other form of alternative dispute resolution between W. M. Jordan Company and the Owner that in any way arises out of or relates to the Subcontract Work. If arbitration is the forum chosen by W. M. Jordan Company in its sole discretion, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect, unless the parties agree otherwise. Venue for any hearings resulting from W. M. Jordan Company's choice of alternative dispute resolution shall be Raleigh, North Carolina.

(D) The parties agree that a decision by the Owner's architect or engineer shall not be a condition precedent to litigation under subparagraph (B) or alternative dispute resolution under subparagraph (C) above. Subcontractor shall proceed diligently with the Subcontract Work pending resolution of any dispute. Any claims by the Subcontractor not made within ONE (1) YEAR from the date when the cause of action accrued shall be waived.

**15. INCONSISTENCIES, OMISSIONS AND SUBMITTALS**

(A) Should inconsistencies or omissions appear in the Subcontract Documents, it shall be the duty of the Subcontractor to notify W. M. Jordan Company in writing within THREE (3) WORKING DAYS of the discovery by the Subcontractor. Upon receipt of such notice, W. M. Jordan Company shall instruct the Subcontractor as to the measures to be taken and the Subcontractor shall comply with W. M. Jordan Company's instructions.

(B) The Subcontractor shall assure that its shop drawings, samples and other submittals strictly conform to the Contract Documents. Subcontractor shall provide ALL submittals, including, but not limited to product samples and shop drawings, to W. M. Jordan Company within TWENTY (20) CALENDAR DAYS OF RECEIPT OF THIS SUBCONTRACT, or such earlier time required by W. M. Jordan Company to meet the Project Schedule. Submittals shall be provided in the quantity required by W. M. Jordan Company, and shall be furnished in accordance with W. M. Jordan Company Standard Submittal Procedures. 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 W. M. Jordan Company authorizing such deviation, substitution or change.

(C) Immediately upon award of the Subcontract, Subcontractor shall furnish W. M. Jordan Company in writing the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. Such submission shall be on W. M. Jordan Company's standard form Subcontractor List of Second-Tier Subcontractors/Suppliers, attached hereto as Exhibit E, and Subcontractor/Supplier Information Sheet, attached hereto as Exhibit I. W. M. Jordan Company will reply to the Subcontractor in writing stating whether it has reasonable objection to any such proposed person or entity. Subcontractor shall not contract with a proposed person or entity to which W. M. Jordan Company has made reasonable and timely objection. If W. M. Jordan Company has reasonable objection to a person or entity proposed by the Subcontractor, the Subcontractor shall propose another to whom W. M. Jordan Company has no reasonable objection and Subcontractor shall have no claim for additional compensation for such required change.

(D) Prior to the commencement of the Subcontract Work, Subcontractor shall examine the existing conditions of the jobsite, including, but not limited to adjacent in-place work. If Subcontractor concludes that existing jobsite conditions are unacceptable or will hinder Subcontractor's ability to perform the Subcontract work, it must immediately notify W. M. Jordan Company in writing of such condition. If notice is not properly made, Subcontractor waives any and all claims it may have arising out of or related to existing jobsite conditions. Subcontractor agrees that it will protect and preserve existing conditions at the jobsite, and restore or replace any portion of the jobsite to its original condition that is disturbed as a result of such inspection.

**16. INSPECTIONS AND TESTING**

The Subcontractor shall schedule all required tests, approvals and inspections of the Subcontract Work 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 W. M. Jordan Company 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 W. M. Jordan Company.

**17. WARRANTIES**

The Subcontractor shall provide all warranties called for in the General Contract for the time periods designated therein. In addition, Subcontractor warrants that all Subcontract Work shall: (a) be free from faults and defects in workmanship and materials; (b) be new and of specified commercial quality; (c) be suitable for the purpose intended; (d) be of merchantable quality; (e) if of Subcontractor's design, meet all design and performance requirements and be free from all defects in design; and, (f) conform to the requirements of the Subcontract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All warranties shall run for the time required by the General Contract or ONE (1) YEAR from the final acceptance of the completed Project by the Owner, whichever is longer. All guarantees and warranties, expressed or implied, shall inure to the benefit of W. M. Jordan Company. Any extended warranty in excess of one year shall be for the direct benefit of the Owner. Furthermore, W. M. Jordan Company shall not be deemed to have accepted any Subcontract Work until the Owner has finally accepted it. W. M. Jordan Company may at any time during the warranty period require the Subcontractor to remedy by repair, correction, or replacement, without cost to W. M. Jordan Company, any of the Subcontract Work that fails to comply with the Subcontract, including the foregoing warranties, regardless of the cause. Subcontractor shall also repair, correct or replace any other work that is damaged or otherwise affected by Subcontractor's defective, faulty or non-conforming work, and notwithstanding any other agreement to the contrary in this Subcontract, shall be liable for any consequential damages caused thereby.

**18. DAMAGES AND CORRECTION OF SUBCONTRACT WORK**

The Subcontractor shall be liable to W. M. Jordan Company for any damages, actual or liquidated which W. M. Jordan Company may sustain as a result of failure or delay by the Subcontractor in the performance of the Subcontract Work as scheduled. If any Subcontract Work proves defective or deficient, such defects or deficiencies shall, as required by W. M. Jordan Company, be corrected and repaired by the Subcontractor, at the Subcontractor's expense and to the satisfaction of W. M. Jordan Company. If the Subcontractor's correction or removal of Subcontract Work destroys or damages completed or partially completed work of the Owner, W. M. Jordan Company or any other contractor or subcontractor, the Subcontractor shall be responsible for the cost of correcting such destroyed or damaged construction. If, after FORTY-EIGHT (48) HOURS from receipt of written notice to correct defective or deficient work, the Subcontractor fails to proceed promptly with any such repairs or corrections as directed by W. M. Jordan Company, or W. M. Jordan Company determines that the Subcontractor has failed to demonstrate that the Subcontractor is capable of making satisfactory repairs or corrections, such repairs and corrections may be accomplished by W. M. Jordan Company at the Subcontractor's expense. Should it become necessary for W. M. Jordan Company to employ counsel or to take legal action to enforce the obligation of the Subcontractor, or should W. M. Jordan Company become involved in any dispute resolution proceeding arising out of or relating to any part of the Subcontract Work, the Subcontractor shall pay W. M. Jordan Company attorney's fees in addition to actual costs and damages.

**19. PATENT INDEMNITY**

Subcontractor shall to the fullest extent permitted by law defend, indemnify and hold harmless W. M. Jordan Company, its officers, agents, employees, and indemnities from and against any and all claims, losses, suits, damages, legal and otherwise in any way, arising out of or relating to any claim, action or proceeding for infringement of any patent or any trademark relating to or arising out of the Subcontract Work, or out of the use or disposal of the Subcontract Work.

**20. INSURANCE**

(A) The Subcontractor agrees that it will carry, at its sole expense, insurance in accordance with the W. M. Jordan Company Standard Insurance Requirements set forth in Exhibit G attached hereto, as well as any and all insurance coverages required by the General Contract or applicable law if not specifically delineated. Regardless of the statutory or regulatory ability of any owner, partner, or employee to opt out of the workers' compensation coverage, all persons performing work under the Subcontract, whether at the Project site or not, shall be covered by workers' compensation insurance coverage within the minimum limits set forth by the Subcontract.

(B) Prior to commencement of the Subcontract Work and as often thereafter as W. M. Jordan may request, the Subcontractor will furnish to W. M. Jordan Company original Certificates of Insurance, in a form acceptable to W. M. Jordan Company, of the required insurance, and upon request by W.M. Jordan Company, an actual copy of the policy or policies with all endorsements. The Certificates of Insurance shall state that in the event of cancellation, notice will be delivered in accordance with policy provisions.

(C) The Subcontractor shall provide waivers of subrogation in accordance with the insurance requirements set forth in Exhibit G.

(D) The Subcontractor agrees to insert the substance of this clause, including Exhibit G and this subparagraph (D), in all subcontracts and purchase orders it enters into for performance of the Subcontract Work.

(E) W. M. Jordan Company shall have the right at its sole discretion, but not the obligation, to purchase such insurance as required by this clause, and to withhold payment to the Subcontractor or otherwise obtain payment from the Subcontractor for such sums necessary to purchase the insurance.

**21. LIABILITY AND INDEMNIFICATION**

Subcontractor shall be solely responsible for all materials, equipment and work until the project is accepted by W.M. Jordan Company and the Owner, including with respect to risk of loss of or to the same. Provided damages to person or property are not caused in whole or part by W.M. Jordan Company, Subcontractor shall exonerate, indemnify and hold W.M. Jordan Company harmless of, from and respecting claims, demands, losses or damages otherwise resulting from any act or omission of Subcontractor. If not solely caused by Subcontractor, Subcontractor shall proportionally exonerate, indemnify and hold W.M. Jordan Company harmless of, from and respecting claims, demands, losses and/or damages otherwise resulting from any act or omission of Subcontractor to the proportional extent caused by Subcontractor. Subcontractor's indemnity obligations hereunder are to the fullest extent permitted by law to indemnify, hold harmless, protect and defend W.M. Jordan Company from and against all claims, damages, losses, liabilities and expenses arising out of or resulting from the performance of Subcontractor's Work, or other activities or services of any kind undertaken by Subcontractor, whether occurring on or off the Project's site. This obligation is in no way limited by other specific obligations of indemnity mentioned elsewhere herein. Subcontractor's liability extends to all amounts paid by W.M. Jordan Company

in good faith under the belief that W.M. Jordan Company was or may be liable for the same and/or such payments were necessary or advisable to protect any of W.M. Jordan Company's rights as to avoid or lessen W.M. Jordan Company's liability or alleged liability.

**22. BONDS**

If indicated by checking this provision on page one of this Subcontract Agreement, the Subcontractor agrees that it shall provide Performance and Payment Bonds each equal to 100% of the Subcontract Sum, in favor of W. M. Jordan Company, on standard industry-accepted bond forms as security for faithful performance of the work and payment of all labor and material used in the prosecution of the Subcontract Work. The surety on such bonds shall be duly authorized to do business in the location where the Project is performed and shall be subject to approval by W. M. Jordan Company.

**23. TERMINATION AND DEFAULT**

(A) This Subcontract may be terminated by W. M. Jordan Company, in whole or in part, (1) whenever Subcontractor defaults in its performance of the Subcontract, in any manner, and fails to remedy such default within FORTY-EIGHT (48) HOURS after receipt by Subcontractor of a notice specifying the default; or (2) whenever for any reason W. M. Jordan Company determines that such termination is for its convenience. Any termination shall be effective by electronic transmission, mailing, delivering or faxing to Subcontractor a Notice of Termination, and Subcontractor shall comply with all reasonable requirements set forth in such notice.

(B) If as a result of a default by Subcontractor, W. M. Jordan Company shall incur damages, or become obligated to pay damages or shall otherwise incur additional expenses, including costs of delay, acceleration or disruption, Subcontractor agrees to pay to W. M. Jordan Company as actual damages, and not as a penalty, all damages (including liquidated damages) or expenses (including but not limited to, attorney's fees) so incurred by W. M. Jordan Company plus interest. In the event of default by Subcontractor, W. M. Jordan Company has the right to take possession of all materials, appliances, fixtures, plant equipment, tools, construction equipment and machinery at the Project site for the purpose of facilitating completion of the Subcontract Work.

(C) If W. M. Jordan Company effects a termination on the basis of a default by Subcontractor, and it is thereafter determined that Subcontractor was not in default, such termination shall then be deemed to have been effected for the convenience of W. M. Jordan Company, and the extent of W. M. Jordan Company's liability shall be governed by subparagraph D, below.

(D) If the Subcontract is terminated for convenience, Subcontractor shall only be entitled to receive as payment the difference between an amount equal to the proportion of the Subcontract Sum, representing the percent of the Subcontract Work completed by Subcontractor and finally accepted, and the total of all amounts previously paid to Subcontractor, or in the event of a termination initiated by the Owner the amount due the Subcontractor as determined by the Owner. Without limiting the foregoing, Subcontractor shall specifically not be entitled to receive profit and overhead on work not performed, nor special, consequential or punitive damages in connection with such termination.

**24. COMPLIANCE WITH LAW**

(A) Subcontractor shall comply with all federal, state and local laws, regulations, ordinances, orders, notices, actions, policies or common laws, including, but not limited to, those concerning the proper handling, transportation, treatment, removal or storage of hazardous wastes, substances or materials, or any substance the presence of which requires investigation or remediation, the Fair Labor Standards Act of 1938 (29 U.S.C. §§201-219), the Occupational Safety and Health Act of 1970, the Buy American Act (41 U.S.C. §10) and Executive Order 10582, December 17, 1954, all as amended, and including any regulations or standards issued thereunder;

(B) If this Subcontract arises under or relates to a government contract, grant or other government funding, Subcontractor certifies that it is eligible to receive such contracts, grants or funds from that government entity and that neither it nor its principals or employees have been convicted, accused or under investigation for any acts which would render Subcontractor or any of its principals or employees ineligible for receipt of a contract, grant or funds from such government entity; and Subcontractor shall execute Federal Government Form SF 1413 or other applicable government forms if requested.

**25. WORK RULES, DAILY REPORTS, AND SAFETY**

(A) Subcontractor shall comply with all W. M. Jordan Company Project Policies and Procedures as set forth in Exhibit B attached hereto. The Subcontractor shall at all times keep the work site free from accumulation of waste materials or rubbish caused by Subcontractor. Upon completion of the Subcontract Work, the Subcontractor shall remove from and about the work site all of its rubbish, surplus materials, tools, equipment, scaffolding, and other items, and shall leave the site in a clean and orderly condition satisfactory to W. M. Jordan Company and the Owner. Should the Subcontractor fail to comply with any or all of the requirements hereunder, W. M. Jordan Company will perform the necessary clean up at the sole expense of the Subcontractor.

(B) The Subcontractor shall complete, in a timely manner, the Subcontractor Daily Reports forms set forth in Exhibit H, attached hereto.

(C) Subcontractor shall take all reasonable safety precautions with respect to the performance of the Subcontract Work, shall comply with all safety regulations initiated by W. M. Jordan Company or the Owner, and with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority for the safety of persons or property. Further, the Subcontractor shall comply with the safety and health standards of the Occupational Safety and Health Act of 1970, and all additions and modifications thereafter. The Subcontractor shall hold W. M. Jordan Company harmless for any violation by the Subcontractor's workers, employees, agents or lower tier subcontractors of any law or regulation, and shall reimburse W. M. Jordan Company for any fines, damages, or expenses of any kind incurred by reason of the Subcontractor's failure or the failure of its lower tier subcontractors to comply with such law or regulation.

**26. EQUAL OPPORTUNITY STATEMENT**

(A) During the performance of this contract, the Subcontractor agrees that it will not discriminate against any employees or applicants for employment because of race, color, religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, amnesty, marital status, national origin, or status as a covered veteran except where one or more of these items is a bona fide occupational qualification reasonable and necessary to the normal operations of W.M. Jordan Company. Subcontractor also agrees to post in conspicuous places accessible to the employees or applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Subcontractor will be and states that it is an equal opportunity employer in all solicitations or advertisements for employment.

(B) If the Project is for the federal government, the Subcontractor shall, in all solicitations or advertisements for employment placed by or on behalf of the Subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, disability, sexual orientation, gender identity or expression, genetic information, amnesty, marital status, national origin, or status as a covered veteran.

(C) If the Project is for the federal government, the Subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subcontractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) If the Project is for the federal government, the Subcontractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) If the Project is for the federal government, the Subcontractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by W. M. Jordan Company, the Owner or the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) W. M. Jordan Company is a federal contractor and as a vendor or subcontractor you may be required to comply with the requirements of Executive Order 11246, Section 503, VEVRAA. Pursuant to 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a): **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.”**

(G) Per North Carolina's Equal Employment Practice Act: employers with 15 or more employees “must give all persons the right and opportunity to seek obtain and hold employment without discrimination or abridgment on account of race, religion, color, national origin, age, sex or persons with disabilities.”

(H) In the event of the Subcontractor's noncompliance with the nondiscrimination clauses of the Subcontract or with any of such rules, regulations, or orders, the Subcontract may be canceled, terminated or suspended in whole or in part and the Subcontractor may be declared ineligible for further government contract work in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

#### **27. ASSIGNMENTS AND SUBCONTRACTORS**

Neither this Subcontract, nor any rights hereunder, shall be assignable or otherwise transferable by Subcontractor without the prior written consent of W. M. Jordan Company. Any assignment or transfer without such written consent is void. Subcontractor shall not subcontract all or any portion of the Subcontract Work without the prior written consent of W. M. Jordan Company. Such written consent shall not in any way diminish the responsibility of Subcontractor to comply with this Subcontract. Furthermore, Subcontractor shall include the terms of the Subcontract, including government regulations and clauses, into any sub-subcontract or purchase order. In the event of the default or termination of the Subcontractor by W. M. Jordan Company, Subcontractor agrees that W. M. Jordan Company shall have the right but not the obligation to an assignment of subcontracts and purchase orders related to the Subcontract Work of Subcontractor, and Subcontractor shall make such assignments at the request of W. M. Jordan Company.

#### **28. GENERAL PROVISIONS**

(A) All headings are for convenience and shall not affect the interpretation of the Subcontract; (B) In the event that any provision of the Subcontract conflicts with law or regulation, such conflict shall not affect other provisions of this Subcontract which can be given effect without the conflicting provision; (C) The failure of W. M. Jordan Company to insist on performance of any provision of the Subcontract shall not be construed as a waiver of that provision in any later instance; (D) This Subcontract contains the entire agreement between the parties hereto, and may not be changed, altered, modified, limited or extended, unless such agreement be expressed in writing and signed by the parties; (E) The person executing this Subcontract on behalf of Subcontractor warrants their authority to bind Subcontractor to the Subcontract, and Subcontractor shall provide evidence of such authority upon request by W. M. Jordan Company; (F) The remedies of Subcontractor herein are cumulative and are in addition to any other remedies provided by law; (G) This Subcontract shall be governed and construed in accordance with the laws of the North Carolina without regard to its choice of law rules.

#### **29. NOTICES**

All notices required to be given under this Subcontract to W. M. Jordan Company shall be sufficient if in writing and (A) personally delivered to a corporate officer; (B) sent by certified mail, return receipt requested and postage prepaid to the address identified in the Subcontract; (C) sent via facsimile transmission to the facsimile numbers identified in the Subcontract and receipt acknowledge by W.M. Jordan Company; or (4) sent via other electronic transmission, but only if a corporate officer also acknowledges receipt of such transmission.



Subcontractor Scope of Work  
**Exhibit A**

Town Creek Middle School  
Job No. 18-404

Subcontractor LEGAL Name

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A. The subcontractor shall perform all work and shall furnish all layout, supervision, materials, labor, scaffolding, tools, equipment, supplies, services, rigging, craning and hoisting of all materials and equipment and all other things necessary or reasonably incidental for the construction and completion of their work as portrayed in the enclosed enumerated contract documents and specification sections as referenced below:

*SEE SUBCONTRACTOR SCOPE OF WORK PER BID PACKAGE*

Project Policies and Procedures  
**Exhibit B**  
Town Creek Middle School  
Job No. 18-404  
«SubcontractorNam»

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1. Applicable Subcontractors must comply with North Carolina Contracting License Requirements. Reference the applicable Contracting Licensing and Regulations per [http://www.ncibgc.org/link\\_fr.html](http://www.ncibgc.org/link_fr.html)
2. Subcontractor shall submit for approval by the Architect and/or Owner at least one electronic copy of product data, one electronic copy of shop drawings (including one reproducible) and three (3) samples as required by the contract documents. Subcontractor shall thoroughly review all such submittals and stamp them to certify that the proposed work conforms to the requirements of contract documents. Please contact Dakota Wilkerson at DWilkerson@wmjordan.com for access to the SharePoint Portal for electronic processing of submittals and for any specific questions regarding submittals. Submittals must be submitted in the time frame outlined in the project specifications, but in no case later than 20 days from the date of this Agreement.
3. Subcontractor Project Manager and Superintendent must attend all weekly jobsite Subcontractor Meetings and Monthly Progress Meetings. Failure to attend these meetings may result in withholding of progress payments.
4. The Subcontractor Daily Report / Manpower Summary, attached hereto as Exhibit H, must be submitted in writing to W. M. Jordan Company's Project Superintendent NO LATER THAN 9:00 A.M. THE FOLLOWING DAY. Subcontractor must submit a complete report for each day worked on the Project site in order to receive a progress payment for that month.
5. Subcontractor's work shall be performed utilizing a five-day workweek, Monday through Friday, except as required by the General Contract or W. M. Jordan Company. Subcontractor shall use Saturday as a make-up day for any missed work days during the normal work week. All weekend work shall be coordinated with W. M. Jordan Company.
6. Subcontractor and all its Sub-subcontractors, agents and employees shall act in a professional manner at all times while working on this project. The use of Foul Language, Lewd or Lascivious Comments and/or any form of harassment directed toward any personnel on this project or towards any person in the surrounding areas is STRICTLY PROHIBITED. W. M. Jordan Company will strictly enforce this NO TOLERANCE policy and reserves the right to remove violators from the jobsite.
7. Tobacco smoking and chewing is prohibited; a certain area may be designated by the owner or W. M. Jordan Company for sole purpose of smoking. Elimination of the designated area shall be at W. M. Jordan Company's sole discretion and may be imposed at any time without prior notice.
8. Eating and drinking may be prohibited in certain areas designated by the owner or W. M. Jordan Company. Prohibitions of these activities shall be at W. M. Jordan Company's sole discretion and may be imposed at any time without prior notice.
9. All personnel on site will be required to wear hardhats, safety vests and safety glasses at all times. Ensure that all subcontractor, material and equipment supplier employees, while on site, employ this safety regulation.
10. Subcontractor is responsible for cleanup of existing streets and repairing damage to existing property caused by the Subcontractor.
11. Subcontractor shall provide all traffic control necessary when its work impedes pedestrian and vehicular traffic both inside and outside the jobsite boundaries. Further, Subcontractor shall obtain any permits required by the local municipality to work in public streets and right-of-ways.
12. Subcontractor signs shall not be posted without the written approval of W. M. Jordan Company.
13. Subcontractor shall dispose of all debris generated from the performance of this subcontract on a daily basis, including all lunch and coffee break waste, in order to maintain a safe, clean, neat, and orderly jobsite. If after a twenty-four (24) hour written notice, in the opinion of the Owner, Architect, or W. M. Jordan Company, proper housekeeping is not maintained, clean-up will be performed by W. M. Jordan Company at the Subcontractor's expense. Subcontractor may deposit all light trash generated from the performance of this contract in the dumpster provided by W. M. Jordan Company, and will dispose of heavy, bulky trash such as form waste, concrete, dunnage, drywall, masonry and equipment packaging debris off-site.
14. Subcontractor will participate in a composite clean-up crew during timeframe(s) in which the Subcontractor is onsite. Contribution to the composite clean-up crew will be one (1) person per ten (5) personnel onsite. If the crew size is smaller than ten (5), one (1) person shall be provided. W. M. Jordan Company will provide a Superintendent that will be responsible for the management of the composite clean-up crew.

15. There is no on-site parking available. Subcontractor is responsible for obtaining parking off site at their expense.
16. Due to the tight constraints of the site, the Subcontractor shall not have an on-site storage trailer.
17. All material and equipment shall be delivered to the site as needed, when needed. All deliveries must be scheduled with W. M. Jordan Company's superintendent at least forty-eight (48) hours in advance. Deliveries may be required during off-hours. Subcontractor shall provide all labor necessary to handle and redistribute any materials it delivers to the site before it is required for installation, until such time as they have been installed.
18. Subcontractor's superintendent and sub-subcontractor's superintendent shall be equipped with a cellular communications device at all times enabling constant communication with W. M. Jordan Company management. Details regarding phone numbers are required to be provided on subcontractors information form as part of your contract documentation/execution process.
19. The mechanical subcontractor shall prepare ductwork fabrication drawings for review and coordination with the architect and other design consultants, the electrical, plumbing, sprinkler and other relative subcontractors. Drawings shall be in sufficient detail to show overall ductwork dimensions, clearances, and relative locations of work in allotted spaces. Ductwork routing and sectional elevations shall be provided for congested areas. The mechanical subcontractor will disseminate the ductwork drawings and will direct and expedite review by the various trades. Each trade shall indicate where conflicts or clearance problems exist for their work and subsequently seek resolution from the Architect/Engineer via W. M. Jordan Company. Final coordinated drawings shall be produced by the mechanical subcontractor, who shall obtain approval for any changes to duct or pipe sizes and significant changes in routing. Electrical, sprinkler, and other relative subcontractors are required to participate in and cooperate fully with the coordination process.
20. Electrical subcontractor shall furnish, install, maintain, and remove temporary lighting for the entire construction area in accordance with current OSHA and VOSHA requirements, whichever is more stringent. Subcontractors performing finish work shall be responsible for providing any additional light required to perform his work in accordance with the contract documents.
21. Electrical service for construction activity will be provided throughout the building either through the existing building electrical system or a temporary electrical system. Receptacles shall be placed at locations where the greatest distance to an available power source is approximately one hundred feet (100'). All electrical tools and extension cords shall be plugged into a ground-fault-interrupting device provided by the Subcontractor prior to plugging into the electrical system. Electricity for welding machines is not available. Subcontractors shall be responsible for providing their own special power sources, which are above and beyond those described above.
22. Throughout the performance of its work, Subcontractor shall be responsible for providing W. M. Jordan Company with accurate, as-built information relating to Subcontractor's own work. W. M. Jordan Company shall maintain (with input from subcontractors) the architectural, structural, and civil drawings (and specifications) at the jobsite. The electrical, plumbing and mechanical documents shall be maintained by those subcontractors who are respectively responsible for those portions of the work. The Subcontractor shall submit as-built drawings, operation and maintenance manuals, attic stock and all other contract closeout requirements at least six (6) weeks prior to substantial completion, or completion of trades work, whichever is sooner.
23. Subcontractors shall treat attic stock separately from production material associated with the project. Attic Stock material shall be designated as such and be boxed in original wrappings, and not be associated with left-over or remaining material at conclusion of the project. At no time shall attic stock be used by the subcontractor for installation of contract work, prior to, or following punch list and occupancy. All attic stock is to be shipped, delivered and signed for by a W. M. Jordan Company representative, as requested during the close-out phase of the project.
24. To minimize conflicts and interference with the Owner's on-going operations, certain requirements, limits, and restrictions will be enforced. The issues of concern include parking, access, entrances, vertical transportation, utility tie-ins, sanitary and food service facilities, storage, deliveries, and behavior. Cooperation with the Owner and W. M. Jordan Company on these issues is mandatory. W. M. Jordan Company's superintendent will be the coordinator for the Subcontractor in all these matters.
25. In accordance with the provisions of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200(g), Vendor must submit a "Safety Data Sheet (SDS)" for any product(s) which will be delivered to the jobsite or used on the jobsite. The MSDS must be received by W. M. Jordan Company prior to the delivery of the product(s) to the jobsite. Further, the Vendor shall strictly comply and require the same strict compliance by its employees, subcontractors and suppliers with all federal, state, and local laws, rules, ordinances and/or regulations governing the acquisition, possession, storage and disposal of hazardous materials of any nature utilized, produced or that are a by-product of the performance of this Agreement, and shall hold W. M. Jordan Company and the Owner harmless from any and all associated costs and claims related to their use.
26. W. M. Jordan Company shall establish principal axis lines of the building and benchmarks. The Subcontractor shall be responsible for all layout required to complete their work. The Subcontractor shall exercise prudence so that the actual final conditions and details shall result in alignment of finish surfaces.

27. In the event that the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to exercise proper care in receiving, handling, storing and installing such items, unless otherwise provided in the Subcontract Documents. The Subcontractor shall examine the items provided and report to W. M. Jordan Company in writing any items it may discover that do not conform to requirements of the Subcontract Documents. The Subcontractor shall not proceed to install nonconforming items without further instructions from W. M. Jordan Company. Loss or damage due to acts or omissions of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor.

Documents List  
**Exhibit C**  
Town Creek Middle School  
Job No. 18-404  
«SubcontractorNam»

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- A. Owner/Contractor Agreement between W. M. Jordan Company, Inc. and *Brunswick County Schools*
- B. Supplemental Instructions: As prepared by [W. M. Jordan Company, Inc.](#) dated [XXXXXX](#)
- C. Addenda: [No. 1](#) dated [XXXXXX](#)
- D. Bid Clarification: [No. 1](#) dated [XXXXXX](#)
- E. Specifications: As prepared by [ksq design](#) dated [XXXXXX](#)
- F. Drawings: As prepared by [ksq design](#) dated [XXXXXX](#) and [listed below](#)

<u>Drawing Type</u>	<u>Drawings Numbers</u>
Civil	
Structural	
Architectural	
Plumbing	
Mechanical	
Electrical	



Application Number: \_\_\_\_\_  
 Application Date: \_\_\_\_\_  
 Period To: \_\_\_\_\_  
 Job No. \_\_\_\_\_

A	B	C	D		E	F	G		H	I
			Work Completed			Materials	Total	%	Balance	
W. M. Jordan Billing Code	Description of Work	Scheduled Value	From Previous Application (D + E)	This Period	Presently Stored (Not In D or E)	Completed and Stored To Date (D + E + F)	(G + C)	To Finish (C - G)	Retainage	
<p><i>EACH Page should have the following breakdowns:</i></p> <p><b><u>Subtotal</u> to reflect the <u>ORIGINAL</u> contract price</b></p> <p><b><u>Subtotal</u> for <u>Change Orders</u></b></p> <p><b><u>AND</u></b></p> <p><b><u>Grand Total</u> to reflect the <u>REVISED</u> contract price</b></p>										

List of Second-Tier Subcontractors **and/or** Suppliers

In accordance with our Subcontract Agreement, Paragraph 15 C, please complete this form and return it with your executed Subcontract Agreement.

**Exhibit F**

Town Creek Middle School

Job No. 18-404

«SubcontractorNam»

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**Second Tier Subcontractor Name:** \_\_\_\_\_  
 **Supplier Name:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date:** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
Mailing Address

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City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business (Minority Group: \_\_\_\_\_)  
 Woman Owned Business  Small Disadvantaged Business  
 Veteran Owned Small Business  Service Disabled Veteran Owned Small Business  
 DBE

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**Second Tier Subcontractor Name:** \_\_\_\_\_  
 **Supplier Name:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date:** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
Mailing Address

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City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business (Minority Group: \_\_\_\_\_)  
 Woman Owned Business  Small Disadvantaged Business  
 Veteran Owned Small Business  Service Disabled Veteran Owned Small Business  
 DBE

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**Second Tier Subcontractor Name:** \_\_\_\_\_  
 **Supplier Name:** \_\_\_\_\_  
**Federal Tax ID#:** \_\_\_\_\_  
**Contractor License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_  
**License Expiration Date:** \_\_\_\_\_  
**Point of Contact:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
Mailing Address

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City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_  
**Company Status** – Indicate if certified as any of the following and attach a copy of certificate  
 Small Business  Minority Owned Business (Minority Group: \_\_\_\_\_)  
 Woman Owned Business  Small Disadvantaged Business  
 Veteran Owned Small Business  Service Disabled Veteran Owned Small Business  
 DBE

(Attach an additional sheet if necessary)



# W. M. Jordan Company Standard Insurance Requirements

## Exhibit G

Town Creek Middle School

Job No. 18-404

«SubcontractorNam»

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The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- 1) Commercial General Liability:
  - General Aggregate - \$2,000,000
  - Products – Completed Operations Aggregate - \$2,000,000
  - Personal & Advertising Injury - \$1,000,000
  - Each Occurrence - \$1,000,000
  - a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
  - b) CGL coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
  - c) General Contractor, Owner and all other parties required by the General Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 (11 85) or CG 20 10 (10 93) AND CG 20 37 (10 01) or CG 20 33 (10 01) AND CG 20 37 (10 01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
  - d) Subcontractor's CGL and Umbrella coverage shall include coverage for Completed Operations arising out of residential construction.
  - e) Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage, including coverage for claims arising out of residential construction, for itself and each additional insured for at least 3 years after completion of the Work.
- 2) Automobile Liability
  - a) Business Auto Liability with limits of at least \$1,000,000 each accident.
  - b) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  - c) General Contractor, Owner and all other parties required by the General Contractor, shall be included as insureds on the auto policy.
- 3) Commercial Umbrella
  - a) Umbrella limits must be at least \$5,000,000.
  - b) Umbrella coverage must include as insureds all entities that are additional insureds on the CGL.
- 4) Workers' Compensation and Employer's Liabilities:
  - Each Accident – \$100,000
  - Each Disease – Policy Limit - \$500,000
  - Each Employee - \$100,000
  - a) Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement shall be attached to the policy.
  - b) Where applicable, the Maritime Coverage Endorsement shall be attached to the policy
- 5) Professional Liability, if applicable - \$1,000,000
- 6) Pollution Liability, if applicable - \$1,000,000
- 7) Waiver of Subrogation

Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability and Workers Compensation and Employers Liability insurance maintained per requirements stated above. Subcontractor's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Contractor, Owner and Architect listed on SCHEDULE.
- 8) Certificate and Endorsements
  - a) One (1) current certificate of insurance must be on file prior to the start of work.
  - b) Please state "Various Projects" under the Description of Operations. (This eliminates the need for a separate per project certificate).
  - c) Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Subcontractor's Commercial General Liability Policy. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.
  - d) Certificate Holder: W. M. Jordan Company, Inc.
- 9) For projects within the State of North Carolina: The Subcontractor shall defend, indemnify and hold harmless the Contractor and all of its 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, provided 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 (other than the Work itself) 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 he may be liable, regardless of whether it is caused in part by a party indemnified hereunder, but only to the extent of that portion of the claim, damage, loss or expense attributable to the Subcontractor.

*Insurance Requirements revised March 2014*



Subcontractor/Supplier Information Sheet

**Exhibit I**

Town Creek Middle School

Job No. 18-404

**Company Name:** «SubcontractorNam»

**Federal Tax ID#:** \_\_\_\_\_

**Contractor License #:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Class:** \_\_\_\_\_

**License Expiration Date:** \_\_\_\_\_

**Office Address - Mailing:**

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Office Address – Physical:**

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Payment Address (if different from Mail Add.)**

Payment Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

**Office Phone:** \_\_\_\_\_ **Office Fax:** \_\_\_\_\_

**Company Status** – Indicate if you are certified as any of the following and attach a copy of your certificate

Small Business

Minority Owned Business

Woman Owned Business

Minority Group: \_\_\_\_\_

Veteran Owned Small Business

DBE

HUB

Service Disabled Veteran Owned Small Business

**Project Contacts and SharePoint Users:**

Project Manager: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

SharePoint Access:  \_\_\_\_\_ **Mobile:** \_\_\_\_\_

Project Foreman: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

SharePoint Access:  \_\_\_\_\_ **Mobile:** \_\_\_\_\_

Safety Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

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

SharePoint Access:  \_\_\_\_\_ **Mobile:** \_\_\_\_\_

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

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

SharePoint Access:  \_\_\_\_\_ **Mobile:** \_\_\_\_\_

## SUBCONTRACT ADDENDUM FOR ELECTRONIC INFORMATION

### Exhibit M

Town Creek Middle School

Job No. 18-404

«SubcontractorNam»

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- 1.0 Subcontractor acknowledges that this Addendum has no effect on the Subcontract Documents, which are defined in {Section 3} of the Subcontract, or the Order of Precedence clause set forth in {also in Section 3}, and does not affect Subcontractor's ability to rely on the information contained elsewhere in the Subcontract Documents.
- 2.0 The Parties acknowledge that it may be beneficial from time to time for W. M. JORDAN COMPANY, INC. to distribute to Subcontractor electronic information and documents concerning the Project ("Electronic Communications"). As used in this Addendum, the term "Electronic Communications" does not include the Subcontract Documents; in other words, the fact that W. M. JORDAN COMPANY, INC. transmits what is otherwise a Subcontract Document by electronic means does not render it an "Electronic Communication."
- 3.0 Subcontractor acknowledges that unless W. M. JORDAN COMPANY, INC. designates otherwise in writing at the time it distributes an Electronic Communication, Subcontractor shall not rely on any Electronic Communication as a binding information transfer for the Project.
- 4.0 Subcontractor may rely upon the general accuracy of the information contained in any Electronic Communication, but any such Electronic Communication is not a Subcontract Document. Except for Subcontractor's reliance upon the general accuracy of the information contained in an Electronic Communication, Subcontractor may not rely upon or make any claim against W. M. JORDAN COMPANY, INC., or any related entity, with respect to:
  - 4.1 the completeness of the information in any Electronic Communication for Subcontractor's purposes, including but not limited to: quantities; dimensions; any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Subcontractor; and safety precautions and programs incident thereto; or
  - 4.2 other data, interpretations, opinions, or information contained in an Electronic Communication or shown or indicated in an Electronic Communication;
  - 4.3 any interpretation or conclusion drawn by Subcontractor of or from any information contained in an Electronic Communication, or any such other data, interpretations, opinions, or information contained in the Electronic Communication.
- 5.0 Proprietary or copyrighted information included within Electronic Communications, whether created specifically for this Project or otherwise, shall remain the property of the contributing party. Except as otherwise provided, W. M. JORDAN COMPANY, INC. grants to Subcontractor a limited license to use proprietary or copyrighted information solely with respect to this Project, in addition to such other licenses or usage rights as also may be conveyed under the Subcontract Documents. This limited license shall include any archival purposes permitted by the Subcontract Documents but does not allow Subcontractor to reuse the proprietary or copyrighted information conveyed as part of an Electronic Communication except as permitted in the Subcontract Documents.
- 6.0 Under no circumstances shall transfer of any electronic data shall be deemed a sale by W.M. Jordan Company, Inc., and W.M. Jordan Company, Inc. makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In an effort to save paper, we would like you to receive correspondence via email for this project, please provide project contact name and email address. This will also serve as your address for access to our SharePoint Website which you will have access to retrieve project information, contract documents and electronically provide submittals and shop drawings, more information on SharePoint will be sent after your E-Mail address is received. Please include any employee who will need access to SharePoint on **Exhibit I – Subcontractor/Supplier Information Sheet**. Thank you

Project Statement  
**Exhibit N**

Town Creek Middle School  
Job No. 18-404

«SubcontractorNam»

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- a. The name of the project:  
**Town Creek Middle School**
- b. The physical address of the project:  
**6330 Lake Park Drive SE  
Winnabow, North Carolina 28479**
- c. The name of the contracting body:  
**Brunswick County Schools  
35 Referendum Drive  
Bolivia, North Carolina 28422**
- d. The name of the contractor:  
**W. M. Jordan Company  
1712 East Wood Road, Suite 200  
Wilmington, North Carolina 28403**
- e. The name, phone number, and mailing address of an agent authorized by the contractor to accept service of the requests for payment bond, the notice of public subcontract, and the notice of claim on payment bond referenced in subsection (b) of this section.

**Not Applicable for this project.**

- f. The name and address of the principal place of business of the surety issuing the payment bond required by G.S. 44A-26(a) for the construction contract.

**No Bond Provided.**

**Exhibit O**

**STATE OF NORTH CAROLINA  
COUNTY SALES AND USE TAX REPORT  
SUMMARY TOTALS AND CERTIFICATION**

CONTRACTOR: «SubcontractorNam»

Page 1 of 2

PROJECT: 18-404 - Town Creek Middle School

FOR PERIOD: \_\_\_\_\_

	TOTAL FOR COUNTY OF: <i>Brunswick County</i>	TOTAL FOR COUNTY OF:	TOTAL ALL COUNTIES				
CONTRACTOR							
SUBCONTRACTOR(S)*							
COUNTY TOTAL							

\* Attach subcontractor(s) report(s)

\*\* Must balance with Detail Sheet(s)

I certify that the above figures do not include any tax paid on supplies, tools and equipment which were used to perform this contract and only includes those building materials, supplies, fixtures and equipment which actually became a part of or annexed to the building or structure. I certify that, to the best of my knowledge, the information provided here is true, correct, and complete.

Sworn to and subscribed before me,

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name of Above

Seal

NOTE:  
This certified statement may be subject to audit.



**W. M. Jordan Co., Inc.**  
1712 Eastwood Road  
Suite 200  
Wilmington, NC 28403

**Exhibit P**

**Final**  
**LIEN WAIVER**

**Job Number:**

**Job Name:**

**Job Owner:**

**Lien Waiver #:**

The undersigned hereby accepts payment in the amount of (\$X.XX) per check number TBD on (DATE) for the labor, materials, equipment and /or services as below.

<b>Invoice Number</b>	<b>Invoice Description</b>	<b>Invoice Amount</b>	<b>Previous Payment</b>	<b>This Check</b>
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The undersigned certifies that all labor, materials, equipment and services for which payment has been requested, including all sales and use taxes, have been paid in full, and that no one has any claim in connection therewith for which **W.M. Jordan Company, Inc.**, or the Owner might in any manner be deemed liable.

The undersigned further certifies that he/she is authorized to sign this lien waiver and that this document is being executed and signed completely free of duress or harassment.

The undersigned hereby waives, releases and relinquishes all rights to assert any claim or demand for lien in connection with the labor, materials, equipment, and services described in the invoices referenced above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

**SAMPLE**

\_\_\_\_\_  
(Title)

**W.M. Jordan**  
COMPANY

Exhibit Q



# E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, is generally required to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes as a real property contract with respect to a capital improvement to real property.

- This affidavit may not be used to purchase building materials, other tangible personal property, or digital property to fulfill a real property contract exempt from sales and use tax.
- A person who willfully attempts, or a person who aids or abets a person to attempt in any manner, to evade or defeat a tax imposed by the Sales and Use Tax Laws, or the payment thereof, shall be guilty of a Class H felony. If there is a deficiency or delinquency in payment of any tax due to fraud with intent to evade the tax, there shall be assessed a penalty equal to 50% of the total deficiency.

**Section I. Single Use** (Complete this section to issue the affidavit for a single capital improvement.)

<p><b>A</b></p> <p>Owner, Tenant, or Real Property Contractor <b>W. M. JORDAN COMPANY, INC.</b></p> <p>Address <b>1712 Eastwood Road, Suite 200</b></p> <p>City                      State                      Zip Code <b>Wilmington                      North Carolina                      28403</b></p>	<p style="text-align: right;"><small>Hired to perform capital improvement</small></p> <p>Real Property Contractor (General Contractor or Subcontractor) <b>«SubcontractorNam»</b></p> <p>Address <b>«Address1»</b></p> <p>City                      State                      Zip Code <b>«City»                      «State»                      «ZipCode»</b></p>
---	---

**Describe capital improvement to be performed**  
**«WORKDESC»**

**Project Name**  
Town Creek Middle School

<b>Project Address</b> (where the work is to be performed)	<b>City</b>	<b>State</b>	<b>Zip Code</b>
6330 Lake Park Drive SE	Winnabow	North Carolina	28479

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract with respect to a capital improvement to real property for sales and use tax purposes.

Signature of Authorized Person: \_\_\_\_\_ Title: **Project Estimator** Date: \_\_\_\_\_

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**Section II. Blanket Use** (Complete this section execute a blanket affidavit.)

<p><b>C</b></p> <p>Owner, Tenant, or Real Property Contractor</p> <p>Address</p> <p>City                      State                      Zip Code</p>	<p style="text-align: right;"><small>Hired to perform capital improvement</small></p> <p>Real Property Contractor (General Contractor or Subcontractor)</p> <p>Address</p> <p>City                      State                      Zip Code</p>
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**To be completed by the Real Property Contractor identified in Box C.**  
I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts with respect to capital improvements for real property for sales and use tax purposes.

Signature of Authorized Person: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Sexual Offender Registry Check Certification Form

***PLEASE SUBMIT THIS FORM TO YOUR OWNER'S REPRESENTATIVE***

Project Name: \_\_\_\_\_  
Contract: \_\_\_\_\_

Check the appropriate box to indicate the type of check:

Initial

Supplemental

Annual

I, \_\_\_\_\_ (insert name), \_\_\_\_\_ (insert title) of \_\_\_\_\_ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Agreement for all contractual personnel (employees, agents, ownership personnel, or contractors ) who may be used to deliver goods or provide services under this Agreement, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov>).. I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Agreement if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Agreement (initial check), any time additional contractual personnel may perform work under the Agreement (supplemental check), and at each anniversary date of the Agreement (annual check).

### Contractual Personnel Names

### Job Title

- |    |       |       |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature / date)