

SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (the "Agreement") entered into this ___ day of _____ between AM Grading & Excavation, Inc. (the "Contractor") and _____ (the "Subcontractor") establishes the relationship between the Parties. Subcontractor shall perform on an as needed basis projects for compensation from Contractor. Subcontractor acknowledges that at no point shall Subcontractor or Subcontractor's employees be treated as employees of Contractor. As part of this Agreement, the following terms shall apply:

1. **Automobile Liability:** Subcontractor shall maintain a Business Automobile Liability insurance policy covering the legal liability of the Subcontractor for claims for personal injury/death and property damage resulting from vehicles owned, operated, leased, hired or other vehicle not owned but used by Subcontractor on any project for Contractor. Said liability shall include any contractual liabilities on the part of Subcontractor. The policy shall include minimum limits of \$1,000,000.00 per accident and shall list Contractor as an additional insured on the policy.

SUBCONTRACTOR ASSUMES ALL RISK AND RESPONSIBILITY FOR SUBCONTRACTOR'S FAILURE TO MAINTAIN AN AUTOMOTIVE LIABILITY POLICY AS DESCRIBED ONCE POLICY IS PROVIDED TO CONTRACTOR. SUBCONTRACTOR AGREES TO HOLD CONTRACTOR HARMLESS FOR FAILURE TO MAINTAIN THE POLICY.

2. **Workers Compensation Liability:** Subcontractor shall maintain Workers Compensation insurance policies consistent as required by the Georgia Workers' Compensation Act and rules promulgated as a result of the Act and Employer's Liability Insurance for claims of personal injury/death resulting to Subcontractor's employees and contractors. If applicable for the type of project to be performed, said policy shall include coverage and endorsements under the U.S. Longshore and Harbor Workers' Compensation Act. All required policies shall include limits of at least \$100,000.00 per each accident for bodily injury, \$100,000.00 for injury by disease and a \$500,000.00 policy limit.

SUBCONTRACTOR ASSUMES ALL RISK AND RESPONSIBILITY FOR SUBCONTRACTOR'S FAILURE TO MAINTAIN WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE ONCE PROOF OF SAID POLICY HAS BEEN PROVIDED TO CONTRACTOR. SUBCONTRACTOR AGREES TO HOLD CONTRACTOR HARMLESS FOR FAILURE TO MAINTAIN THE POLICY.

____ If initialed, Subcontractor does not maintain a workers' compensation and employer's liability policy and elects to be added as an additional insured to Contractor's policies. Subcontractor acknowledges and agrees to pay any additional costs incurred by Contractor for said election.

____ If initialed, Subcontractor has provided a Notice of Rejection of Workers' Compensation Coverage, which is attached as an exhibit.

3. **Maintenance Requirements:** Subcontractor agrees to maintain the good operating condition of each vehicle owned or operated by Subcontractor that will be used on any project with Contractor, and Subcontractor assumes the risk for any failure to so maintain. Subcontractor shall provide proof of satisfactory result of an annual inspection by the Georgia Department of Transportation for each vehicle owned, operated or otherwise used by Subcontractor on a project for Contractor.
4. **Proof of Insurance:** Subcontractor shall provide proof of the insurance policies or other requirements as described under the terms of this Agreement on or by the effective date of this Agreement and on an annual basis thereafter. All such proof shall be attached to this Agreement as an exhibit. Failure to provide such proof shall result in a termination of the relationship between the parties. Contractor has provided an example of the required proof of insurance, and the parties agree the attached exhibits conform to this example.
5. **Driver Qualifications:** Subcontractor warrants that all drivers of vehicles used by Subcontractor on any project for Contractor will have a current Commercial Driver's License A or B and current medical examination certificate/card.
6. **Subrogation:** Subcontractor waives all rights against Contractor, its officers, directors, agents and employees, for recovery of damages to the extent these damages are covered by the insurance policies required by this agreement.
7. **Hold Harmless:** All projects performed under this Agreement whether on-site deliveries or in preparation for delivering materials shall be performed at the sole risk of Subcontractor. Subcontractor agrees to save, indemnify and hold harmless Contractor, its officers, directors, agents and employees, against any and all liability, claims, judgments or demands arising directly or indirectly from the work performed under this Agreement, save and except claims or litigation arising through the sole negligence or sole willful misconduct of Contractor. Said indemnification shall include all claims whether for bodily injury or death or for damage to property and whether such claims are made by third parties or Subcontractor's employees. As part of this indemnification,

Subcontractor will be responsible for any expenditure incurred by Contractor, including attorneys' fees, as a result of any claims. Contractor may elect and request that Subcontract defend any lawsuits that arise at Subcontractor's sole cost and expense.

_____ I have read and understand the above provision regarding indemnification of Contractor. If for any reason, a project to be worked on by Subcontractor for Contractor requires that Subcontractor's vehicles be labeled with Contractor's name, Subcontractor agrees that such labeling does not alter in any way the Contractor/Subcontractor relationship between the parties or this Agreement and that Subcontractor's identifying information, including company name and registration information will also be maintained on said vehicle.

8. **Additional Insurance.** If a specific job on which Subcontractor works requires a specific type of insurance, Subcontractor agrees to maintain said insurance and to provide contractor with proof of such policies. Failure to provide such proof may result in Subcontractor's removal from the job and cancellation of this Agreement.

By execution of this Agreement, Subcontractor declares that Subcontractor is fully insured and assumes all responsibility for Subcontractor and Subcontractor's employees and agents while performing any obligations under this Contract and related projects. Subcontractor shall be responsible for any and all Federal and state taxes resulting from fees earned from projects under the terms of this Agreement.

This ___ day of _____, _____.

CONTRACTOR

AM Grading & Excavation, Inc.

By: _____
Its: _____

SUBCONTRACTOR

By: _____
Its: _____

GEORGIA STATE BOARD OF WORKERS' COMPENSATION

NOTICE OF ELECTION OR REJECTION OF WORKERS' COMPENSATION COVERAGE

The use of this form is required under the provisions of: (A) O.C.G.A. §34-9-2.1 of the Workers' Compensation Law if a corporate officer or limited liability company member elects to reject coverage; (B) O.C.G.A. §34-9-2.2 if a sole proprietor or partner elects to be included as an employee; or, (C) O.C.G.A. §34-9-2.3 if a farm labor employer elects to provide coverage for farm laborers. The election of corporate officers or LLC members to reject coverage shall not affect a corporate officer or LLC member being included in the count of the requisite number of employees. Any employer subject to this chapter pursuant to code Section §34-9-2(a) before the filing of any exemptions shall remain subject to this chapter without regard to the number of exemptions. **THIS FORM IS NOT A WAIVER OF COVERAGE AND SHOULD NOT BE ACCEPTED AS A WAIVER OF COVERAGE.**

A. CORPORATION / LIMITED LIABILITY COMPANY	
I, _____, certify that I am a member of _____	(Employer)
(Type or Print Name)	(Street Address)
_____	_____
(Office Held)	(City / State / Zip Code)
<input type="checkbox"/> I elect to reject the provisions of the Georgia Workers' Compensation Law.	
<input type="checkbox"/> I elect to revoke the previous rejection of _____ (Date)	
(NOTE: A maximum of five (5) officers / members may be exempted)	

B. SOLE PROPRIETOR OR PARTNER	
I, _____, certify that I am a	<input type="checkbox"/> Sole Proprietor of _____ <input type="checkbox"/> Partner (Business Name)
<input type="checkbox"/> I elect to be covered under the provisions of the Georgia Workers' Compensation Law.	
<input type="checkbox"/> I elect to revoke the previous election of _____ (Date)	

C. FARM LABOR	
I, _____, certify that as the employer or representative of _____, that	(Business Name)
<input type="checkbox"/> I elect to provide Workers' Compensation coverage for farm laborers.	
<input type="checkbox"/> I elect to revoke the previous election of _____ (Date)	

D. CERTIFICATION		
<input type="checkbox"/> I hereby certify that the information listed is true and correct		
Print Name	Business Phone Number and Ext.	Signature
Business Address		
Sworn to _____ Day of _____ / _____ (Month) (Year)		
Notary _____ My commission expires _____ / _____ (Month) (Year)		
A COPY OF THIS FORM MUST BE FILED WITH YOUR CURRENT WORKERS' COMPENSATION CARRIER. IF YOU DO NOT HAVE A CARRIER, AND THE BUSINESS HAS 3 TO 5 CORPORATE OFFICERS OR LIMITED LIABILITY MEMBERS AND NO EMPLOYEES, THIS FORM MUST BE FILED WITH THE STATE BOARD OF WORKERS' COMPENSATION AT 270 PEACHTREE STREET, N.W., ATLANTA, GEORGIA 30303-1299. NOTE: DO NOT SEND TO THE BOARD IF THERE IS INSURANCE COVERAGE.		

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-533-0682 OR VISIT <http://www.sbwcc.georgia.gov>

WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).

WC-10 NOTICE OF ELECTION OR REJECTION OF WORKERS' COMPENSATION COVERAGE

GEORGIA STATE BOARD OF WORKERS' COMPENSATION

The primary purpose of the State Board of Workers' Compensation's Board Form WC-10 is to elect or reject workers' compensation insurance coverage in conjunction with the purchase of a policy for said coverage. For the purpose of making this election or rejection, the form will be filled out by your insurance agent and filed with the insurance carrier accepting the coverage. [See O.C.G.A. §34-9-2.1 and 2.3]

In the alternative, Board Form WC-10 may also be used by a corporation or LLC pursuant to O.C.G.A. §34-9-2.2 to reject coverage of up to five (5) corporate officers or LLC members when the corporation or LLC has no additional employees which would require the business to obtain coverage. Any business which regularly employs three (3) or more persons must obtain a policy for workers' compensation insurance. Corporate Officers and LLC members are included in this number regardless of their election to be exempt. If, after the filing of up to five (5) exemptions the business has no employees, then Board Form WC-10 shall be filed with the State Board of Workers' Compensation.

Many small business owners without employees mistakenly believe Board Form WC-10 to constitute a waiver of coverage that can be presented to a general or principal contractor as proof of exemption by waiver. This is incorrect. Although your business may not be required by law to have workers' compensation insurance coverage by employing fewer than the requisite number of employees, a general or principal contractor for whom you perform work may contractually require you to provide a policy for workers' compensation insurance. You, the owner of your business, can elect to accept this condition of your contract by purchasing a minimum premium policy from an independent insurance agent licensed by the State of Georgia. In the alternative, the general or principal contractor can elect to withhold a premium amount from money paid to you for your services. If this occurs, you will be covered under the contractor's workers' compensation policy.

Some states offer formal waivers of workers' compensation insurance through an application and fee process. Georgia does not offer a waiver program.

If you have any additional questions, you may refer to the Board's website at www.sbwc.georgia.gov or call the Enforcement Division at (404) 657-7285.

IF YOU HAVE QUESTIONS PLEASE CONTACT THE STATE BOARD OF WORKERS' COMPENSATION AT 404-656-3818 OR 1-800-533-0682 OR VISIT <http://www.sbwc.georgia.gov>

WILLFULLY MAKING A FALSE STATEMENT FOR THE PURPOSE OF OBTAINING OR DENYING BENEFITS IS A CRIME SUBJECT TO PENALTIES OF UP TO \$10,000.00 PER VIOLATION (O.C.G.A. §34-9-18 AND §34-9-19).

WC-10

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NOTICE OF ELECTION OR REJECTION OF
WORKERS' COMPENSATION COVERAGE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Name of Agent/Broker	
	PHONE (A/C, No., Ext): Phone Number	FAX (A/C, No): Fax- Number
E-MAIL ADDRESS: Email Address		
		INSURER(S) AFFORDING COVERAGE
INSURED	Your Company Name. Address City, State, Zip Code Phone, Fax, Email	INSURER A: A- Class VII or better
		INSURER B: A- Class VII or better
		INSURER C: A- Class VII or better
		INSURER D: A- Class VII or better
		INSURER E: A- Class VII or better
		INSURER F: A- Class VII or better

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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	MUST SHOW POLICY NUMBER			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	X	MUST SHOW POLICY NUMBER			<input checked="" type="checkbox"/> WC STATU-TORY 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 AM GRADING & EXCAVATION, INC., its agents, owners, are additional insureds with respect to the Automobile Liability, Waiver of Subrogation applies to Automobile Liability and Workers Compensation

CERTIFICATE HOLDER AM Grading & Excavation, Inc. 1589 Rogers Lake Rd Lithonia, GA 30058	CANCELLATION 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
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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.