WINTER JOHNSON GROUP

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Winter Johnson Group
191 Peachtree Street, NE
Suite 2100
Atlanta, GA 30303
(404) 588-3300 phone
(404) 588-0572 fax

Invitation to Bid

To: Bidding Company
Attention: Bidder Contact
Phone # : (XXX) XXX-XXXX

Project: Metropolitan Library - Phase 3 Re-bid
Location: Atlanta, GA
Project Type: Government/Institutional

Bid Date: 10/15/2014
Bid Time: 12:00 PM
Estimator: Jared Penny
jpenny@winter-construction.com
Phone: (404) 965-3328
Fax: (404) 588-0572

Estimators: Drew Apperson
dapperson@winter-construction.com

Project Description: The project is construction of new public library for Fulton Atlanta Public Library system. It includes public library, meeting center, public plaza and The project is construction of new public library for Fulton Atlanta Public Library system. It includes public library, meeting center, public plaza and public green space with a total of 23,606 sf of building space. The building is a steel structure and the scope includes all trades such as site development, landscaping, concrete, masonry, steel, carpentry, roofing, sealants, doors, glazing, drywall, flooring, accessories and HVAC, plumbing, fire protection and electrical. NOTE: Please refer to Bid Package Index for scopes of work to be RE-BID.
PRE-BID CONFERENCE will be held on September 30, 2014, 1:00 PM to 2:00 PM, at Fulton County Purchasing & Contract Compliance, 130 Peachtree Street, SW, Suite 1168, Atlanta, GA 30303

Project Notes: Review/download/print bid documents from Winter's: 1) ftp site, http://winterbids.winter-construction.com/ Username: bidsguest, Password: estimate191 ; click on Metropolitan Library Phase 3 Rebid folder. Bids will also be advertised on Fulton County Purchasing website: http://www.fultoncountyga.gov/fcpccd-home, click on "Bid Opportunities", takes you to Bid Board.
BIDS WILL BE SUBMITTED BY EMAIL TO: mark.hawks@fultoncountyga.gov, attention Mark Hawks.

Trade	Action
XX.XX – BID SCOPE	accept decline undecided

If you do not wish to receive further invitations to bid from Winter Johnson Group, unsubscribe.

WINTER JOHNSON GROUP

BID PACKAGE INDEX FOR METROPOLITAN LIBRARY

Bid Package #	Work Description	Bid Phase
8.04	Skylights / Monitors	3 & Re-bid
10.01	Visual Display Boards, Toilet Compartments & Accessories / FE Cabinets	3 & Re-bid
10.02	Aluminum Walkway Canopies	3 & Re-bid
10.08	Interior & Exterior Signage	3 & Re-bid
12.02	Horizontal Blinds / Window Shades	3 & Re-bid
12.05	CM Provided Furniture	3 & Re-bid

WINTER JOHNSON GROUP

- INSTRUCTIONS TO BIDDERS -
(PHASE 3 & RE-BID PHASE #1 & 2)

Pre-qualification Procedures:	If a subcontractor's cumulative bid will exceed $100,000, the subcontractor must pre-qualify through Winter Johnson Group prior to bidding by visiting website, http://www.wintercompanies.com , click on "Preconstruction", and then "Prequalification", complete the required information and SUBMIT. Pre-qualification forms are also attached to this bid package for reference.
Bidding Procedures:	All bids shall be hand delivered, mailed, faxed, or emailed (Email is preferred) to: Fulton County Department of Purchasing & Contract Compliance, 130 Peachtree St, SW, Suite 1168, Atlanta, GA 30303-3459; fax: 404-335-5040; Attention: Mark Hawks. Email: Mark.hawks@fultoncountyga.gov . All bids shall be subject to all requirements of the Contract Documents. All bids must conform in every respect to the Bid Documents and Bid Packages. Any bid(s) not received by due date and time WILL NOT be considered. **ALL BIDS MUST BE SUBMITTED ON WJG BID FORM.**
Pre-bid Communication:	All communication shall be directed in writing on RFI form provided in Bid Packages to Jared Penny or Drew Apperson at Winter Johnson Group. **Deadline for RFI's will be 7 days prior to bid date and time.** DO NOT contact the Owner or Architect.
Pre-bid Conference:	There will be a non-mandatory pre-bid meeting held on September 30, 2014 from 1:00pm – 2:00pm at Fulton County Department of Purchasing and Contract Compliance, 130 Peachtree Street, SE, Atlanta, GA 30303, Suite 1168. The purpose of this meeting will be to discuss any issues with bid documents and bid procedures.
Bid Packages:	WJG and Fulton County reserves the right to reject any and all bids, accept bids in any order or combination, make any modifications to the work after bidding, and waive any information or irregularities in bids if it is deemed appropriate by WJG and FCDPCC.

BID FORM

TRADE: _____

BIDDER INFORMATION:

_____
(Company Name)

_____
(Street Address)

_____
(City) (State) (Zip)

_____
(Contact Name)

(_____) _____
(Phone Number) (Email)

BASE BID:

The undersigned has examined the drawings, specifications, existing conditions, and acknowledges receipt of all attachments indicated in the Invitation to Bid. The undersigned also is fully informed as to the nature of the work and conditions relating to its performance. By submitting this proposal, the undersigned hereby proposes to execute the work called for herein relating to the **Metropolitan Library**. Work shall include furnishing all labor, services, materials, equipment, tools, taxes, permits and all other items necessary for the proper and complete execution of the work in accordance with the drawings, specifications, and other listed documents and all applicable OSHA, life safety, and building codes.

The base bid for the referenced scope of work is:

_____

_____ Dollars $(_____)

BOND :

Bond Rate:_____% Bonding Company: _____

BASE BID BREAKDOWN: Winter Johnson is a strong supporter of MBE/WBE businesses. We strongly encourage you to use MBE/WBE participation when possible. (example: AABE, HABE, FBE, APABE).

Bid Package #	Scope of Work	MWBE Type	MWBE Participation $	Total Price
			$	$
			$	$
			$	$
			$	$

Total Bid (Excluding Bond) $_____

I. **Unit Prices – Earthwork / Utilities**: The Contract Sum will be increased or decreased according to quantities of added or omitted Work based on unit prices accepted by Winter Johnson.

A. Inclusions: Unit prices shall cover and include all costs and charges including, without limitation, costs for material, labor, fabrication, delivery, unloading, handling, protection, storage, hoisting, scaffolds, tools, equipment, rentals, utilities, installation or application, lower tier subcontractors, supervision, taxes, employer's contributions, insurance, overhead, and profit.

B. Exclusions: Unit prices exclude cost of Performance and Payment Bonds.

C. Duration: All unit prices shall be held good and unchanged for the duration of the contract unless specified or agreed upon.

	Description	Unit	Cost
1.	Mass Rock removed & hauled offsite.	CY	$_____
2.	Trench Rock removed & hauled offsite.	CY	$_____
3.	Unsuitable Soils removed & hauled offsite.	CY	$_____
4.	Suitable Fill hauled onsite & installed.	CY	$_____

II. **Alternates:** Provide pricing for the following Alternate items or in the space provided indicate any voluntary alternates (these items are not included in the base bid). These alternates are found in Specification Section 012300 – Alternates.

No. 1 – Exposed Metal Roof Decking/Ceiling	ADD/DEDUCT (circle one)	$ _____
No. 2 –	ADD/DEDUCT (circle one)	$ _____
No. 3 –	ADD/DEDUCT (circle one)	$ _____
No. 4 –	ADD/DEDUCT (circle one)	$ _____

This proposal is valid for 60 days

Submitted by:

Subcontractor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PLEASE ATTACH TO THIS BID FORM ALL PRICE QUOTES ASSOCIATED WITH YOUR BID ON COMPANY LETTERHEAD FOR REFERENCE.

PRE-BID CONFERENCE

RE-BID PHASE 1 & 2

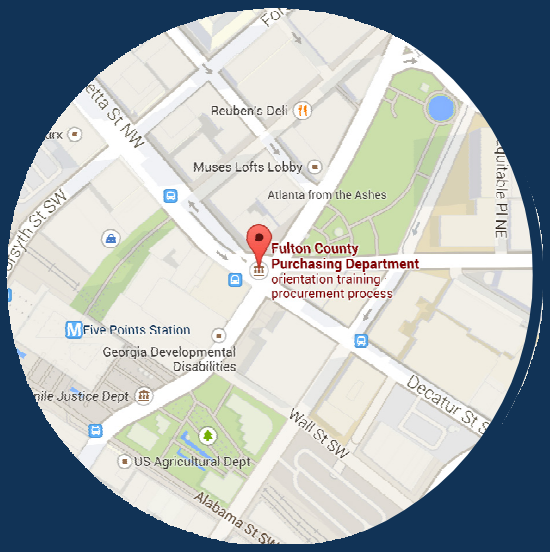
METROPOLITAN LIBRARY

September 30, 2014

1:00 - 2:00 PM

FULTON COUNTY DEPARTMENT OF
PURCHASING & CONTRACT COMPLIANCE

130 PEACHTREE STREET, SW
SUITE 1168
ATLANTA, GA 30303



WINTERJOHNSON GROUP

atlanta-fulton public library system

FULTON COUNTY

Smith Dalia

WINTER JOHNSON GROUP

Metropolitan Library

REQUEST FOR INFORMATION

Date:	_____	**RFI #**	_____
To:	_____	**Project:**	_____
Attn:	_____	**Subject:**	_____
Email Address:	_____	**Discipline**	_____
From:	_____	**Spec Section**	_____
Author:	_____	**Date Reply Needed:**	_____
cc:			

Questions:

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

Reply:

_____ _____

191 Peachtree Street * Suite 2100 * Atlanta, GA 30303 404-588-3300 * 404-588-0572 Fax

THE WINTER JOHNSON GROUP: PREQUALIFICATION

GENERAL PROFILE

GENERAL INFORMATION | FINANCIAL INFORMATION

Status Details: Sent by
[Prequal Status: Pending]

Accept Changes/Pre-Qualify | Deactivate

	ITB INFORMATION	INFORMATION PROVIDED BY SUBCONTRACTOR

1. CONTACT INFORMATION

Company Name:
Address:
Address Line 2:
City:
State:
Zip Code:

PRIMARY ESTIMATING CONTACT:
Name:
Title:
Email:
Phone:
Cell:
Fax:
Comments:

FINANCIAL CONTACT:
Name:
Title:
Email:
Phone:
Cell:
Fax:
Comments:

OTHER CONTACT:
Name:
Title:
Email:
Phone:
Cell:
Fax:
Comments:

2. SCOPE OF WORK | TRADES - Select Top 5

- ☐ Surveying | Field Engineering
- ☐ Geotechnical Investigation
- ☐ Materials | Special Testing
- ☐ Security
- ☐ Cranes | Hoisting
- ☐ Final Clean
- ☐ Building Demolition
- ☐ Selective Demolition
- ☐ Rebar Supply
- ☐ Rebar Labor
- ☐ Precast
- ☐ Tilt-Up
- ☐ Masonry
- ☐ Structural & Miscellaneous Steel
- ☐ Engineered Trusses
- ☐ Ornamental Metals
- ☐ Overhead Doors | Grilles
- ☐ Drywall | Acoustical Ceilings
- ☐ Painting
- ☐ Tile
- ☐ Flooring | Carpet & Resilient
- ☐ Terrazzo
- ☐ Specialties
- ☐ Equipment

- [ ] Temporary Fencing
- [ ] Permanent Fencing
- [ ] Sitework (Grading | Utilities)
- [ ] Paving
- [ ] Curb & Gutter
- [ ] Striping | Pavement Markings
- [ ] Site Furnishings
- [ ] Landscaping | Irrigation
- [ ] Soil Treatment
- [ ] Concrete Supply
- [ ] Concrete Place & Finish | Labor
- [ ] Concrete Turnkey

- [ ] Rough Carpentry
- [ ] Finish Carpentry
- [ ] Caulking | Waterproofing
- [ ] EIFS | Stucco
- [ ] Metal Panels
- [ ] Roofing
- Metal Roofing
- [ ] Skylights
- [ ] Spray Applied Fireproofing
- [ ] Doors | Frames | Hardware Supply
- [ ] Doors | Frames | Hardware Install
- [ ] Storefront | Curtainwall | Glazing

- [ ] Furnishings
- [ ] Pre-Engineered Metal Buildings
- [ ] Pools
- [ ] Elevators | Escalators
- [ ] Fire Protection
- [ ] Plumbing
- HVAC
- [ ] Electrical
- [ ] Low Voltage
- [ ] Other - Specify
- [ ] Other
- [ ] Other

3. GEOGRAPHIC WORK AREAS

- [ ] Metro Atlanta
- [ ] North Georgia
- [ ] Central Georgia
- [ ] South Georgia
- [ ] Alabama
- [ ] Other

- [ ] Florida
- [ ] North Carolina
- [ ] South Carolina
- [ ] Tennessee
- [ ] Virginia

4. MARKET SEGMENTS - Select Top 3

- [ ] Aviation (Hartsfield-Jackson)
- [ ] Food Service
- [ ] Government
- [ ] Medical/Health Care
- [ ] Higher Education
- [ ] Hotel/Hospitality
- [ ] Industrial
- [ ] Interior/Tenant
- [ ] Other

- [ ] K-12
- [ ] Multi-Family/Residential
- [ ] Office/Commercial
- [ ] Parking
- [ ] Religious
- [ ] Retail
- [ ] Senior Living

5. COMPANY INFORMATION

5A. Type of Firm:

5B. Years in business under current company name:

5C. Federal ID #:

5D. Is your company owned or controlled by a separate entity?

5E. Is your company a registered M/W/DBE contractor?

Fill in applicable certification information below:

City of Atlanta EBO & SBE Program Certification:

COA Supplier/Vendor ID#	Certificate Type	Certificate Number (example: 2013-123AABE)	Certificate Type	Certificate Number (example: 2013-123FBE)
	☐ AABE	___ - ___ AABE	☐ FBE	___ - ___ FBE
	☐ HABE	___ - ___ HABE	☐ SBE	___ - ___ SBE
	☐ APABE	___ - ___ APABE	☐ Other	

Georgia Department of Transportation / Federal Certification:
GDOT Vendor Number NAICS Code(s)

Fulton County Vendor ID Number:
(example: VS0000012345 or VC000012345)

Other Certification:
Explain:

5F. Is your company registered with Dun & Bradstreet?

5G. Design/build capabilities:

5H. Registered engineer on staff:

5I. If required, can you provide a payment & performance bond?

5J. Can you meet WINTER JOHNSON Construction's Insurance

Requirements?
(See attached for Insurance specifics)
Explanation:

FINANCIAL PROFILE

GENERAL INFORMATION | FINANCIAL INFORMATION

Status Details: Sent by_____on _____
[Prequal Status: Pending]

Update Subguard Information | Deactivate

	SUBGUARD INFORMATION		INFORMATION PROVIDED BY SUBCONTRACTOR

COMPANY NAME:
Alternate Company Names/Aliases:

Names of the Owners of the Company:

1. D&B Number, if registered:

2. Safety Information:

Current Workers Comp Mod. Rate:

Last Year's Mod. Rate:

Current Incidence Rate:

Last Year's Incidence Rate:

3. Has organization, officers or partners failed to complete a contract?

4. Are there any liens, judgments, claims, arbitrations, proceedings or suits pending/outstanding?

5. Has firm filed any lawsuits or requested arbitration or mediation with regard to construction contracts over the last three years?

6. Affiliated with a union?

7. Current Number of Employees:

8. BONDING INFORMATION:

Current backlog ($):

Amount of last bond issued ($):

Date last bond issued:

Bonding Capacity per job ($):

Aggregate Bonding Capacity ($):

9. REFERENCES:

BANK Company Name:

BANK Contact Name:

BANK Contact Phone:

Line of Credit Amount ($):

Line of Credit Available ($):

BONDING AGENT Company Name:

BONDING AGENT Contact Name:

BONDING AGENT Contact Phone:

CREDIT (1) Company Name:

CREDIT (1) Contact Name:

CREDIT (1) Contact Phone:

CREDIT (2) Company Name:

CREDIT (2) Contact Name:

CREDIT (2) Contact Phone:

GC Company Name:

GC Contact Name:

GC Contact Phone:

10. ANNUAL BILLINGS:

Current Year ($):

Last Year ($):

Previous Year ($):

WINTER JOHNSON GROUP, A JOINT VENTURE
191 Peachtree Street
Suite 2100
Atlanta, Georgia 30303
Telephone: 404/588-3300
Fax: 404/965-3440

WINTER JOHNSON GROUP, A JOINT VENTURE STANDARD SUBCONTRACT AGREEMENT

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WINTER JOHNSON GROUP

WINTER JOHNSON GROUP, A JOINT VENTURE
191 Peachtree Street
Suite 2100
Atlanta, Georgia 30303
Telephone: 404/588-3300
Fax: 404/965-3440

SUBCONTRACT

Winter Johnson Job No.:_____Vendor #:_____Subcontract No:_____ Cost Allocation No.:_____Date: _____

PROJECT: ("Project")

SUBCONTRACTOR: ("SUBCONTRACTOR")

WORK: ("Work")

CONTRACTOR: WINTER JOHNSON GROUP, A JOINT VENTURE

OWNER: ("Owner")

ARCHITECT-ENGINEER: ("Architect")

PRIME CONTRACT (dated):

SUBCONTRACT PRICE: $ Dollars ("Subcontract Price")

MONTHLY BILLING DATE: ("Monthly Billing Date")

RETAINED PERCENTAGE: % ("Retained Percentage")

OVERHEAD AND PROFIT FOR CHANGES IN THE WORK: As allowed by Contract Documents

WORK PERFORMED BY SUBCONTRACTOR % ("Overhead and Profit Percentage")

WORK PERFORMED BY SUB-SUBCONTRACTOR % ("Overhead and Profit Percentage")

PAYMENT AND PERFORMANCE BONDS: Required_____Not Required _____

ENROLLMENT IN SUBCONTRACTOR DEFAULT INSURANCE: Required_____Not Required _____

(The above terms are incorporated by reference and are more fully explained below.)

As of the date first stated above (hereinafter the "Effective Date"), WINTER JOHNSON and SUBCONTRACTOR agree for themselves, their successors and assigns, as follows:

1. CONTRACT DOCUMENTS.

1.1. "Contract Documents" Defined. The term "Contract Documents" as used in this Agreement means the following: (1) this Subcontract between WINTER JOHNSON and SUBCONTRACTOR and all other documents incorporated by reference into this Subcontract, including, but not limited to, the plans and specifications identified in **EXHIBIT A** hereto and all other exhibits identified in Article 23 below, as well as all subsequently issued change orders, amendments, or modifications to this Subcontract; and (2) the Prime Contract between WINTER JOHNSON and the Owner and all other documents incorporated by reference into the Prime Contract, including, but not limited to, all drawings, specifications, general conditions and supplemental conditions, as well as all subsequently issued change orders, amendments or modifications to the Prime Contract. All of the Contract Documents by this reference are incorporated into this Subcontract and are made a part hereof.

1.2. SUBCONTRACTOR Bound by Prime Contract. SUBCONTRACTOR agrees to be bound to WINTER JOHNSON by the terms and conditions of the Contract Documents and this Subcontract and assumes toward WINTER JOHNSON all of the duties and obligations that WINTER JOHNSON has by the Contract Documents assumed toward Owner. SUBCONTRACTOR shall be bound by the interpretations and decisions of the Architect and the Owner to the same extent as WINTER JOHNSON may be bound by them under the Contract Documents.

1.3. Review of Contract Documents. SUBCONTRACTOR acknowledges that it was provided an opportunity to review all of the Contract Documents.

1.4. Conflicts in Contract Documents. If there is a conflict within or between the Contract Documents involving an obligation, a duty, or the quality or quantity of Work required, then the Contract Document imposing the most stringent obligation or duty and the highest quality or greatest quantity shall control.

2. WORK.

2.1. Scope of Work. SUBCONTRACTOR shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, transportation, storage and all other things necessary to prosecute and complete the Work identified and described in **EXHIBIT B** hereto (the "Work"). The Work shall be performed by SUBCONTRACTOR in a workmanlike manner in accordance with the Contract Documents.

2.2. Completeness of Drawings and Specifications. SUBCONTRACTOR acknowledges and agrees that the drawings and specifications indicate the general scope of the Work but do not necessarily indicate all services, labor, materials or equipment required for the full performance and completion of the Work. SUBCONTRACTOR agrees to furnish and install all items reasonably inferable from the Contract Documents for the proper completion of the Work without adjustment to the Subcontract Price. **All LEED requirements specified for this scope will be met and documented.**

2.3. Local Conditions. SUBCONTRACTOR acknowledges that it has (a) adequately investigated the general nature and conditions of the Project site and locality; (b) familiarized itself with labor and material availability and local market conditions affecting the difficulty of the Work; and (c) entered into this Subcontract based on its own investigation and evaluation of said conditions, not in reliance upon any opinions or representations of WINTER JOHNSON, the Owner or the Architect.

2.4. Code Compliance. SUBCONTRACTOR acknowledges that it is familiar with all applicable laws that govern the Work. If any governmental authorities or agencies determine that SUBCONTRACTOR'S work fails to comply with applicable laws, including, but not limited to, applicable building codes, SUBCONTRACTOR shall bring such Work into compliance at no additional cost to WINTER JOHNSON or the Owner, except to the extent that the noncompliance arises from the drawings or specifications furnished by the Owner, in which case SUBCONTRACTOR may seek additional compensation pursuant to Article 14 below.

3. PRICE.

3.1. Subcontract Price. WINTER JOHNSON shall pay to SUBCONTRACTOR for the proper and complete performance of the Work and all of its duties and obligations under the Contract Documents the sum set forth above as the Subcontract Price, subject to additions and deductions as herein provided.

3.2. Unit Prices. To the extent that the Work is to be performed on a unit price basis, the Subcontract Price shall be computed in accordance with the unit prices set forth in **EXHIBIT C** hereto, based on actual quantities determined in accordance with the Contract Documents.

3.3. Costs Included. SUBCONTRACTOR agrees that the Subcontract Price and all unit prices shown in **EXHIBIT C** include all costs of SUBCONTRACTOR'S performance of the Work, including, but not limited to, the costs of labor, supervision, materials, equipment, insurance, taxes, jobsite overhead, home office overhead and profit.

4. PAYMENT.

4.1. Payment Schedule. As soon as practicable, but in no event later than seven (7) days after SUBCONTRACTOR'S execution and delivery of this Subcontract to WINTER JOHNSON, SUBCONTRACTOR shall submit to WINTER JOHNSON a detailed payment schedule showing a cost breakdown (with proper

share of associated overhead and profit) of the Subcontract Price according to the various line items or parts of the Work. This payment schedule will be used as a basis of checking SUBCONTRACTOR'S applications for payment or supporting WINTER JOHNSON'S applications for payment under the Prime Contract. SUBCONTRACTOR'S submission of a payment schedule in a form reasonably acceptable to WINTER JOHNSON shall be a condition precedent to any payment to SUBCONTRACTOR.

4.2. Payment Applications. On or before each Monthly Billing Date, SUBCONTRACTOR shall submit to WINTER JOHNSON a progress payment application showing the value of the Work installed ("Completed Work"). The format of SUBCONTRACTOR'S progress payment application shall be as provided for in **EXHIBIT D** hereto, and shall be supported by such data as WINTER JOHNSON, the Owner or the Architect may reasonably require. Applications for payment received after the Monthly Billing Date will be considered as applications for the following month.

4.2.1. Stored Materials. If permitted by the Prime Contract or otherwise approved in advance by the Owner, progress payment applications may include requisitions for materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at some other location agreed upon in writing ("Stored Work").

4.3. Interim Progress Payments. Subject to Subsections 4.3.2 and 4.3.3 below, WINTER JOHNSON shall, within seven (7) days after receiving an interim progress payment from the Owner, make payment to SUBCONTRACTOR in an amount equal to the value of the approved and allowed Completed and Stored Work as of the corresponding Monthly Billing Date, after deducting (a) all previous payments, (b) current retainage (meaning a reserve equal to the Retained Percentage times the allowed value of Completed and Stored Work, plus any extraordinary reserve provided for herein) and (c) all charges or backcharges for services, materials, equipment and other items furnished or otherwise chargeable to SUBCONTRACTOR.

4.3.1. Retainage. Unless prohibited by law, SUBCONTRACTOR and WINTER JOHNSON agree that the Retained Percentage shall be deducted from SUBCONTRACTOR'S progress payment.

4.3.2. Lien Waivers. As a condition precedent for each progress payment, SUBCONTRACTOR shall submit to WINTER JOHNSON statutory lien waivers, waivers of bond claims, and/or affidavits executed by SUBCONTRACTOR, its subcontractors, suppliers, and any other person used by SUBCONTRACTOR in the performance of the Work, demonstrating to WINTER JOHNSON'S reasonable satisfaction that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items furnished or incurred in connection with the completed Work covered by the progress payment.

4.3.3. Interim Progress Payments by Owner. Payment by the Owner to WINTER JOHNSON shall be a condition precedent to WINTER JOHNSON'S obligation to make any interim progress payment to SUBCONTRACTOR; and no funds shall be owed by WINTER JOHNSON to SUBCONTRACTOR unless WINTER JOHNSON is paid by Owner.

4.4. Final Payment. Subject to Subsections 4.4.1 and 4.4.2 below, final payment, consisting of the final progress payment and any unpaid balance of the Subcontract Price, shall be made within forty-five (45) days after the last of the following conditions precedent has occurred: (a) completion of the Work by SUBCONTRACTOR; (b) acceptance of the Work by the Owner; (c) delivery of all warranties, manuals, as-built drawings, spares, attic stock and other similar closeout items required of SUBCONTRACTOR or its privies by the Contract Documents; (d) delivery of lien waivers, waivers of bond claims and/or affidavits demonstrating to WINTER JOHNSON'S reasonable satisfaction that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items furnished or incurred in connection with the Work by SUBCONTRACTOR, its subcontractors, suppliers, and any other person used by SUBCONTRACTOR in the performance of the Work; and (e) WINTER JOHNSON'S receipt of final payment from the Owner. The required form of final waiver and affidavit is attached hereto as **EXHIBIT E.**

4.4.1. Final Payment by Owner. Final payment by the Owner to WINTER JOHNSON is a condition precedent to WINTER JOHNSON'S obligation to make final payment to SUBCONTRACTOR.

4.4.2. Release of Retainage by Owner. The release of WINTER JOHNSON'S retainage by the Owner is a condition precedent to release of SUBCONTRACTOR'S retainage by WINTER JOHNSON.

4.4.3. SUBCONTRACTOR'S Waiver of Unidentified Claims. SUBCONTRACTOR'S acceptance of final payment shall constitute a waiver by SUBCONTRACTOR of all claims relating to the Work or arising out of, or relating to, this Subcontract which were not asserted in writing by SUBCONTRACTOR pursuant to Article 14 below prior to, or simultaneous with, SUBCONTRACTOR delivering its final payment application to WINTER JOHNSON.

4.5. Proof of Insurance Condition of Payment. If SUBCONTRACTOR fails to furnish WINTER JOHNSON with proof of insurance pursuant to Section 11.7 below, WINTER JOHNSON may withhold payment under this Subcontract until SUBCONTRACTOR complies with said requirement.

4.6. Communication with Sub-Subcontractors, Laborers and Suppliers. WINTER JOHNSON shall have the right to contact SUBCONTRACTOR'S sub-subcontractors, laborers and suppliers directly in order to verify that they are being paid by SUBCONTRACTOR for labor, services or materials furnished to the Project. SUBCONTRACTOR will, if requested

by WINTER JOHNSON, promptly provide contact information for its sub- subcontractors, laborers and suppliers.

4.7. Right to Withhold Payment as Extraordinary Reserve. WINTER JOHNSON reserves the right to withhold, as an extraordinary reserve, and without limiting other rights and remedies, an amount reasonably sufficient: (a) to defend and discharge any asserted claim that SUBCONTRACTOR or its privies have failed to make payment for labor, services, materials, equipment, taxes, or other items furnished or prepared in connection with the Work; (b) to defend and discharge any asserted claim that SUBCONTRACTOR or its privies have caused damage to any other work on the Project; (c) to remedy any defective work, lack of performance, delays or any other default by SUBCONTRACTOR or its privies under this Subcontract; or (d) to remedy a default by SUBCONTRACTOR under any other Subcontract, Purchase Contract, or Purchase Order between WINTER JOHNSON and SUBCONTRACTOR on this or any other project.

4.8. No Waiver. Payment shall not be deemed conclusive evidence of the actual performance or progress of the Work. Neither shall payment be construed as a waiver of any claim that the Work performed by SUBCONTRACTOR is defective or fails to comply with the requirements of the Contract Documents.

4.9. Should WINTER JOHNSON in its discretion determine that Joint Check payments are to be made, SUBCONTRACTOR agrees to execute WINTER JOHNSON'S Joint Check Agreement as a condition precedent to any payment being released.

4.10. Prompt Payment Act Superseded. To the extent the provisions of O.C.G.A. § 13-11-1, et seq., entitled the "Georgia Prompt Pay Act," would otherwise apply to this Subcontract, the specific terms of this Subcontract supersede such statutory provisions.

5. TIME.

5.1. Time of the Essence. Time is of the essence of this Subcontract.

5.2. Schedule. SUBCONTRACTOR shall perform the Work at such times and in such manner as necessary to maintain the schedule requirements of the Contract Documents and to be in compliance with the Subcontract Performance Schedule attached hereto (or as later incorporated herein by change order) as **EXHIBIT F**.

5.2.1. WINTER JOHNSON shall have the right to determine the time, order and priority in which the various parts of the Work shall be performed in order to ensure timely performance and completion of the Work as well as the entire work under the Prime Contract.

5.2.2. SUBCONTRACTOR acknowledges and agrees that the Subcontract Performance Schedule set forth in **EXHIBIT F** is subject to change, including re-sequencing, as may be reasonably necessary to avoid or minimize overall project delays and comply with the overall Project Schedule. SUBCONTRACTOR agrees to comply with such changes as directed by WINTER JOHNSON.

5.2.3. WINTER JOHNSON shall control any float time in the Subcontract Performance Schedule as well as in the overall Project Schedule.

5.3. Commencement of Work. SUBCONTRACTOR shall commence the Work no later than seventy-two (72) hours after receipt of a written Notice to Proceed from WINTER JOHNSON unless the Notice to Proceed specifies a different commencement date.

5.4. Work Progress and Coordination. It is SUBCONTRACTOR'S responsibility to be aware of and perform its Work in accordance with the most current Subcontract Performance Schedule as well as the overall Project Schedule.

5.4.1. WINTER JOHNSON will make the most current overall Project Schedule available for SUBCONTRACTOR'S review during normal business hours throughout the course of the Project. WINTER JOHNSON is not obligated to prepare or utilize a comprehensive Project Schedule which includes the work or schedules of its subcontractors.

5.4.2. SUBCONTRACTOR shall have in attendance at all scheduling and coordination meetings a qualified representative with full authority to bind SUBCONTRACTOR.

5.5. Project Delays Generally. In the event that progress of the overall Project or the Work is delayed, SUBCONTRACTOR agrees that WINTER JOHNSON may order the SUBCONTRACTOR to take steps reasonably necessary to maintain the then current overall Project Schedule and/or Subcontract Performance Schedule, including, but not limited to, supplying additional labor and working overtime.

5.5.1. Overtime shall be ordered only by an officer of WINTER JOHNSON or its designated Project Manager and any such order must be in writing.

5.5.2. SUBCONTRACTOR shall maintain time slips recording overtime worked on a daily basis, and shall submit said time slips to WINTER JOHNSON for approval by no later than close of business the next business day. WINTER JOHNSON'S approval of time slips shall not be unreasonably withheld.

5.5.3. Subject to Section 5.6 below, if SUBCONTRACTOR is ordered to work overtime, the Subcontract Price shall be increased by (a) the actual additional wages incurred by SUBCONTRACTOR over and above the straight time rates and (b) the taxes and insurance applicable to such additional wages. SUBCONTRACTOR shall not be entitled to overhead and profit on the additional wages.

5.5.4. If the SUBCONTRACTOR fails within forty-eight (48) hours to comply with a written order to supply additional labor or to work overtime, WINTER JOHNSON may procure or

supplement additional labor for the account of the SUBCONTRACTOR without terminating this Subcontract.

5.6. Delays and Damages Caused by SUBCONTRACTOR. It is the responsibility of SUBCONTRACTOR to perform and coordinate its Work with all other contractors, subcontractors and suppliers so as to maintain the Subcontract Performance Schedule and not to delay, interfere or damage the work of other contractors, subcontractors and suppliers. If SUBCONTRACTOR should fail to fulfill this obligation, SUBCONTRACTOR shall be liable for all damages incurred by WINTER JOHNSON, the Owner or such other contractors, subcontractors or suppliers as a direct consequence of such failure, including, but not limited to, extended general conditions costs, unabsorbed home office overhead expenses, and added costs for overtime work.

5.6.1. SUBCONTRACTOR agrees that in order to mitigate such damages and costs and in order to expedite the Work, WINTER JOHNSON may, in addition to the remedies set forth elsewhere in this Subcontract, pay for materials prepared and ready for delivery to the SUBCONTRACTOR, insuring the same for the benefit of all parties concerned, and charging all costs in connection with such payment and insurance against the amount to be paid SUBCONTRACTOR under this Subcontract.

5.6.2. If the Prime Contract provides for liquidated or other damages for delay, SUBCONTRACTOR shall be liable to WINTER JOHNSON for all liquidated or other damages assessed by Owner against WINTER JOHNSON in proportion to SUBCONTRACTOR'S share of responsibility for such delay. The proportionate assessment of liquidated or other damages shall not limit WINTER JOHNSON'S right to collect from SUBCONTRACTOR any additional direct damages or losses WINTER JOHNSON may incur, or be liable for, on account of any delay attributable to SUBCONTRACTOR.

5.7. Delays Beyond SUBCONTRACTOR'S Control. If SUBCONTRACTOR is delayed in the commencement, prosecution, or completion of the Work due to events beyond SUBCONTRACTOR'S control, SUBCONTRACTOR shall be entitled only to such additional compensation and extensions of time to which WINTER JOHNSON is entitled under the Prime Contract; provided, however, that if SUBCONTRACTOR is delayed in the commencement, prosecution, or completion of the Work by the fault or neglect of WINTER JOHNSON, WINTER JOHNSON shall be liable to SUBCONTRACTOR for all reasonable costs and damages incurred by SUBCONTRACTOR as a direct result of the delay in proportion to WINTER JOHNSON'S share of responsibility for the delay.

5.7.1. In no event shall SUBCONTRACTOR be entitled to compensation or damages from WINTER JOHNSON in connection with any delay in the commencement, prosecution, or completion of the Work caused by any party other than WINTER JOHNSON except to the extent that WINTER JOHNSON shall receive compensation or damages from such other party.

5.7.2. If another subcontractor or supplier performing work on the Project should delay, interfere or damage SUBCONTRACTOR'S Work, or cause the cost of performing the Work to increase, then SUBCONTRACTOR shall seek recovery of any resulting damages solely and directly from such other subcontractor or supplier, and SUBCONTRACTOR shall have no right to seek any damages, losses or expenses from WINTER JOHNSON or the Owner.

5.7.3. In no event shall WINTER JOHNSON be liable to SUBCONTRACTOR for indirect or consequential damages incurred by SUBCONTRACTOR or its privies as the result of any delay of the Work or the Project by whomever caused.

5.7.4. Notwithstanding anything to the contrary in the Contract Documents, including this Article, SUBCONTRACTOR shall not be entitled to an extension of time or additional compensation for any delay by whomever caused unless a written notice of delay is delivered by SUBCONTRACTOR to WINTER JOHNSON within seventy-two (72) hours after commencement of the event giving rise to the delay or within such shorter period of time as will permit WINTER JOHNSON reasonable opportunity to comply with applicable notice provisions contained in the Prime Contract. Any such notice shall contain: (a) a description of the event of delay; (b) the date on which the delay commenced; (b) a description of the cause of the delay; (c) a description of any critical activities likely to be impacted by the delay; (d) an estimate of the anticipated duration of the delay; and (e) any other information required by applicable notice provisions in the Prime Contract.

6. GENERAL PROVISIONS GOVERNING THE WORK.

6.1. Quality of Materials. Unless specifically permitted by the Contract Documents or authorized in advance by WINTER JOHNSON in writing, all materials used in the Work shall be new.

6.2. Supervision. SUBCONTRACTOR shall use its best skill and attention to supervise performance of the Work by its own forces and those of its sub-subcontractors.

6.3. Compliance with Laws and Regulations. SUBCONTRACTOR shall comply with all laws, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work. SUBCONTRACTOR shall promptly correct any conditions violating such laws, regulations or orders committed by SUBCONTRACTOR or its privies. SUBCONTRACTOR shall defend, indemnify and save harmless WINTER JOHNSON, the Owner and the Architect, and their respective privies from and against any loss, liability or expense, including attorneys' fees and expenses, arising from the failure of SUBCONTRACTOR or its privies to comply with such laws, regulations and orders.

6.4. Licenses and Permits. SUBCONTRACTOR shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work.

6.5. Review of Contract Documents and Field Conditions. Before commencing each portion of the Work, SUBCONTRACTOR shall carefully study and compare the various drawings and other Contract Documents pertaining to that portion of the Work (as well as any surveys or similar documents provided by WINTER JOHNSON or the Owner), shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting the Work. If SUBCONTRACTOR discovers any errors, omissions, or inconsistencies in the Contract Documents, SUBCONTRACTOR shall promptly report such errors, omissions, or inconsistencies to WINTER JOHNSON in writing.

6.6. Coordination Drawings. SUBCONTRACTOR shall cooperate with WINTER JOHNSON and other subcontractors in the preparation of coordination drawings, especially with respect to areas where work of different trades is congested.

6.7. Submittals, Shop Drawings and Samples. All submittals (e.g., shop and erection drawings, samples, product data, catalog cuts, laboratory and inspection reports and engineering calculations) required by the Contract Documents or as otherwise necessary to describe the details of the Work must be submitted in a timely manner so as not to delay prosecution of the Work. Unless otherwise agreed in writing, all submittals are due within fourteen (14) days of SUBCONTRACTOR'S execution and delivery of this Subcontract to WINTER JOHNSON or SUBCONTRACTOR'S receipt of a Notice to Proceed from WINTER JOHNSON, whichever is sooner.

6.7.1. SUBCONTRACTOR should allow at least six (6) weeks for review of submittals by WINTER JOHNSON, the Owner and the Architect.

6.7.2. If any submittal is rejected by WINTER JOHNSON, the Owner or the Architect, SUBCONTRACTOR agrees to correct and resubmit the submittal as soon as practicable so as to avoid or minimize project delays.

6.7.3. Approval of shop drawings or other submittals by the Owner, the Architect or WINTER JOHNSON shall not relieve SUBCONTRACTOR of its obligation to perform the Work in accordance with the Contract Documents.

6.8. Maintenance of Current Contract Documents. SUBCONTRACTOR is responsible for maintaining its own current set of Contract Documents, noting all changes, modifications or differing conditions affecting the Work, both existing and as constructed under this Subcontract.

6.9. Requests for Information. All requests for information concerning the SUBCONTRACTOR'S Work must be made through WINTER JOHNSON. WINTER JOHNSON shall not consider as binding any information or approvals received by the SUBCONTRACTOR directly from the Architect or the Owner, whether orally or in writing.

6.10. Layout of Work. SUBCONTRACTOR is responsible for layout of its Work.

6.11. Mobilization and Deliveries. SUBCONTRACTOR shall obtain WINTER JOHNSON'S approval before (1) arrival of its work forces to the jobsite, (2) delivery of materials and equipment to the jobsite, (3) before any substantial change in its work force, and (4) before demobilizing from the jobsite for any reason.

6.11.1. Shipping, loading and unloading of all materials and equipment and security of all SUBCONTRACTOR'S material stored at the site are the sole and exclusive responsibility of SUBCONTRACTOR. Any hoisting required for the Work of this Subcontract is the responsibility of the SUBCONTRACTOR.

6.12. Temporary Site Facilities and Equipment. Except for those listed in **EXHIBIT G** hereto, all temporary site facilities and equipment (e.g., storage sheds, water, heat, light, power, toilets, cranes, hoists, elevators, scaffolding, cold weather protection, ventilating pumps, watchman service, barricades, and traffic protection) required in performing the Work shall be furnished by SUBCONTRACTOR.

6.12.1. Temporary facilities and equipment furnished by WINTER JOHNSON shall be without charge to SUBCONTRACTOR except as otherwise indicated in **EXHIBIT G** hereto.

6.12.2. Unless otherwise expressly indicated, the temporary facilities and equipment furnished by WINTER JOHNSON shall not be for the exclusive use of SUBCONTRACTOR, but shall be shared by others performing work on the Project.

6.12.3. WINTER JOHNSON reserves the exclusive right to schedule the use of any temporary facilities and equipment in accordance with its determinations as to the needs of the Project. WINTER JOHNSON shall not be liable for conditions beyond the control of WINTER JOHNSON which may delay or otherwise interfere with the availability of temporary facilities and equipment to SUBCONTRACTOR.

6.12.4. If either party furnishes the other with temporary facilities or equipment for the other party's exclusive use, then the using party shall at all times furnish adequate and competent supervision and direction therefor and shall be solely liable for the care and use of such facilities or equipment.

6.13. Protection of Work and Materials. SUBCONTRACTOR shall be responsible for protecting the Work, including insurance thereon, irrespective of whether previously paid for by Owner, until the Work shall have been installed and accepted by Owner. Except to the extent of any proceeds received for the benefit of SUBCONTRACTOR under a policy of builders' risk or fire insurance, SUBCONTRACTOR shall be solely responsible for any loss or damage to the Work, and for the correction or restoration of any such loss or damage to the Work or to the work of other subcontractors, resulting from the operations of SUBCONTRACTOR or its privies.

6.13.1. WINTER JOHNSON shall not be liable or responsible for loss or damage to the equipment, tools, facilities or other personal property owned, rented or used by SUBCONTRACTOR, or

anyone employed by SUBCONTRACTOR, in the performance of the Work; and SUBCONTRACTOR shall maintain such insurance and take such protective action as it deems desirable with respect to such property.

6.14. Acceptance of Surface or Substrate. Prior to commencing each portion of the Work, SUBCONTRACTOR shall visually inspect the surface or substrate upon which that portion of the Work will be placed. SUBCONTRACTOR shall immediately notify WINTER JOHNSON of any unacceptable conditions, defects or irregularities observed. By commencing its Work, SUBCONTRACTOR accepts the surface or substrate upon which its Work will be placed, waiving any claims for extra compensation or extra time arising from any defect or irregularity in the surface or substrate which a reasonable visual inspection prior to commencing that portion of the Work would have revealed.

6.15. Patching and Repairing. Unless otherwise provided in the Contract Documents, it is the responsibility of SUBCONTRACTOR to patch or repair any work which must be cut or removed for the performance of the Work.

6.16. Temporary Shoring and Bracing. Unless otherwise provided in the Contract Documents, SUBCONTRACTOR is responsible for any temporary shoring, bracing, guying, or supports necessary for the prosecution of the Work.

6.17. Coordination with Others. SUBCONTRACTOR will coordinate the installation of its Work with all other contractors and subcontractors performing work on the Project.

6.18. Jobsite Regulations and Work Hours. SUBCONTRACTOR agrees to comply with the Owner's and WINTER JOHNSON'S reasonable jobsite regulations concerning the conduct of personnel at the Project site. Unless otherwise provided in the Contract Documents or directed in writing by WINTER JOHNSON, SUBCONTRACTOR shall work a minimum of forty (40) hours per week for five (5) days a week (Monday through Friday).

6.19. Daily Reports. SUBCONTRACTOR shall furnish to WINTER JOHNSON a daily report for each day the SUBCONTRACTOR or its privies perform work on the Project. Each daily report, which shall be on a written form provided or approved by WINTER JOHNSON, shall be delivered to WINTER JOHNSON not later than 10:00 a.m. of the following business day.

6.19.1. Cleaning Up. SUBCONTRACTOR shall keep the premises at all times free from waste materials and debris accumulated in connection with the Work. Should SUBCONTRACTOR fail to perform clean-up work within forty-eight (48) hours of receiving a written request from WINTER JOHNSON, WINTER JOHNSON may perform the clean-up work and deduct the costs incurred (including reasonable markup for overhead and profit) from any payment due or to become due to SUBCONTRACTOR.

6.20. Record Drawings. As a condition precedent to final payment, SUBCONTRACTOR shall provide WINTER JOHNSON with a set of record drawings for the Work in accordance with the Contract Documents.

7. PROTECTION OF PERSONS AND PROPERTY.

7.1. Safety Measures. SUBCONTRACTOR shall implement safety and health measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction as well as those established and implemented by WINTER JOHNSON and the Owner. SUBCONTRACTOR shall strictly adhere to all applicable OSHA requirements and any other safety requirements imposed by the Contract Documents. SUBCONTRACTOR shall stop any part of the Work which is deemed unsafe by WINTER JOHNSON, the Owner or governmental authorities until corrective measures have been taken. The failure of the Owner or WINTER JOHNSON to stop SUBCONTRACTOR'S unsafe practices shall not relieve SUBCONTRACTOR of its responsibility therefore. SUBCONTRACTOR shall be responsible for any costs, fines or penalties assessed against Owner or WINTER JOHNSON for the SUBCONTRACTOR'S failure to comply with applicable laws and regulations concerning safety and health.

7.2. Hazardous Materials. SUBCONTRACTOR warrants and agrees that it is familiar with any and all applicable laws, regulations and standards governing the handling and use of hazardous materials, including, but not limited to, all federal and state hazardous communications standards, and that it shall at all times during the course of its Work comply with said laws and standards. SUBCONTRACTOR specifically agrees that it will comply with the OSHA Hazard Communication Standard by, among other things, providing WINTER JOHNSON with MSDS data sheets for any materials requiring MSDS data sheets prior to using said materials on the Project site. SUBCONTRACTOR further agrees that it will immediately notify WINTER JOHNSON in writing should it encounter materials suspected of containing asbestos or other hazardous materials.

8. UNCOVERING AND CORRECTION OF WORK.

8.1. SUBCONTRACTOR shall provide WINTER JOHNSON, the Architect, and the Owner reasonable opportunity to inspect the Work throughout the course of the Project.

8.2. SUBCONTRACTOR shall, within forty-eight (48) hours after receiving written notice from WINTER JOHNSON or any governmental entity, remove all portions of the Work which the Owner, the Architect, WINTER JOHNSON or a governmental entity condemns or rejects as unsafe, defective, or in any way failing to conform to the Contract Documents or applicable building codes, and shall replace the same with proper and conforming Work, making good all other work damaged thereby, as directed in writing by WINTER JOHNSON.

8.3. Failure of WINTER JOHNSON or the Owner to discover and notify SUBCONTRACTOR of defective or nonconforming Work at the time the Work, or any portion thereof, is installed shall not relieve SUBCONTRACTOR of responsibility for replacement of the defective or nonconforming Work or any resulting damages.

8.4. If the Owner or WINTER JOHNSON prefers to accept defective or nonconforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an equitable reduction in the Subcontract Price that is commensurate with the diminished value of the Work.

9. CHANGES IN THE WORK.

9.1. Changes in the Work may be accomplished after execution of this Subcontract, and without invalidating this Subcontract. Changes in the Work may be accomplished by Change Order, change Directive, or an order for a minor change in the Work. A Change Order shall be based upon agreement between WINTER JOHNSON and SUBCONTRACTOR. A change directive does not require agreement by SUBCONTRACTOR. Likewise, an order for a minor change in the Work may be issued by WINTER JOHNSON alone.

9.1.1. In the event of a change in the Work, the Subcontract Price shall be adjusted by the net amount of any direct savings and direct costs attributable to the change, if any, plus the Overhead and Profit Percentage, and the time for performance of the Work shall be adjusted as provided in the Contract Documents. As used in this Subcontract, SUBCONTRACTOR'S direct savings and direct costs shall mean and be limited to the actual amount of the following: cost of materials (including sales tax and cost of delivery); cost of labor (including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom); workers' compensation insurance; bond premiums; and actual rent or reasonable rental value of equipment and machinery. Where the Work affected by the change is the subject of unit prices, the adjustment to the Subcontract Price shall be limited to the unit prices specified in Section 3.2 above.

9.2. Change Proposals. A change in the Work may be identified by WINTER JOHNSON in an "Item of Change" (IOC). SUBCONTRACTOR must respond to any IOC from WINTER JOHNSON with a written proposal as soon as is practicable, but in no event later than five (5) working days after receipt of the IOC. SUBCONTRACTOR'S proposal must be fully itemized and substantiated, including (1) all materials by quantity and price, (2) all labor by unit prices, (3) insurance, (4) permits, (5) payroll taxes and insurance, (6) labor fringe benefits and equipment by quantity and rate, and (7) justification for any time extensions requested. If the parties reach agreement regarding price and time adjustments, a Change Order will be issued pursuant to Section 9.3 below. If the parties are unable to agreement regarding price and time adjustments, WINTER JOHNSON may issue a change directive pursuant to Section 9.4 below.

9.3. Change Order. A Change Order is a written instrument signed by WINTER JOHNSON and SUBCONTRACTOR stating their agreement upon: (a) the change in the Work; (b) the amount of the adjustment, if any, in the Subcontract Price; and (c) the extent of the adjustment, if any, to the Subcontract Performance Schedule.

9.3.1. If the parties are able to agree upon the amount of the adjustment to the Subcontract Price and the extent of any time adjustment, such adjustments shall be set forth in a Change Order, and the applicable Overhead and Profit Percentage set forth in the Subcontract applied to the direct costs of the changes in the Work shall be SUBCONTRACTOR'S sole and complete compensation for all general and administrative expenses, field overhead, home office overhead, profit, supervision, extended performance costs, and all other direct and indirect costs associated with the work.

9.4. Change Directive. WINTER JOHNSON may direct a change in the Work prior to agreement on adjustment, if any, in the Subcontract Price or the Subcontractor Performance Schedule, or both. The change directive from WINTER JOHNSON shall be in writing and signed by WINTER JOHNSON. The change directive may be issued in absence of total agreement on the terms of a Change Order, and any adjustments to the Subcontract Price or time extension shall be subject to ultimate determination in accordance with this Subcontract.

9.4.1. If a change directive provides for an adjustment of the Subcontract Price, the adjustment shall be as provided in Subsection 9.1.1 above.

9.4.2. Upon receipt of a change directive, SUBCONTRACTOR shall proceed promptly with the changed Work and advise WINTER JOHNSON of SUBCONTRACTOR'S agreement or disagreement with the price or time adjustments contained therein.

9.4.3. If SUBCONTRACTOR disagrees with the price and/or time adjustments set forth in the change directive, SUBCONTRACTOR may assert a claim pursuant to Article 14 below. Pending final determination of the total cost of work pursuant to a change directive, amounts not in dispute for such changes in the Work shall be incorporated into a Change Order and paid in accordance with Article 4 above, subject to the right of either party to assert a claim in accordance with Article 14 below.

9.5. Minor Changes in the Work. WINTER JOHNSON may order minor changes not involving adjustment in the Subcontract Price or extension of the Subcontractor Performance Schedule and not inconsistent with the intent of the Contract Documents. SUBCONTRACTOR shall carry out such written orders promptly, subject to its right to assert a claim in accordance with Article 14 below.

9.6. Written Order Required. IN NO EVENT SHALL SUBCONTRACTOR PROCEED WITH CHANGED OR EXTRA WORK WITHOUT A FULLY EXECUTED CHANGE ORDER OR A WRITTEN ORDER FROM WINTER JOHNSON. WINTER JOHNSON SHALL NOT BE LIABLE FOR ANY ADDITIONAL COSTS INCURRED OR DELAYS ENCOUNTERED IN THE PERFORMANCE OF SUCH WORK WITHOUT SUCH PRIOR WRITTEN ORDER. Any work undertaken by SUBCONTRACTOR without such a written order shall be undertaken by SUBCONTRACTOR at its sole risk and expense.

10. BONDS OR SUBCONTRACTOR PERFORMANCE INSURANCE.

10.1. Performance and Payment Bonds. If so indicated on the first page of this Subcontract, SUBCONTRACTOR shall, within seven (7) days after executing this Subcontract and prior to commencing the Work, furnish, at its expense, a performance bond and a payment bond, with WINTER JOHNSON named as obligee, on separate bond forms, per the forms attached hereto as **EXHIBITS H and I**, each in an amount equal to the Subcontract Price, from a surety or sureties reasonably acceptable to WINTER JOHNSON.

10.1.1. Receipt and approval by WINTER JOHNSON of a performance bond and payment bond as required by this Subcontract shall be an express and absolute condition precedent to any payment by WINTER JOHNSON to SUBCONTRACTOR. If SUBCONTRACTOR fails to furnish WINTER JOHNSON with payment and performance bonds meeting the requirements of this Article within seven (7) days after this Subcontract is fully executed by SUBCONTRACTOR and delivered to WINTER JOHNSON, WINTER JOHNSON may terminate this Subcontract at no cost to WINTER JOHNSON and re-let the Work to another subcontractor.

10.2. Subcontractor Performance Insurance. In lieu of the above requirement for a payment and performance bond, WINTER JOHNSON shall have the option of securing Subcontractor Performance Insurance. The Subcontract Performance Insurance shall be for the exclusive benefit of WINTER JOHNSON.

10.2.1. The SUBCONTRACTOR shall fully cooperate with WINTER JOHNSON'S standard procedures for pre-qualifying subcontractors for its Subcontractor Performance Insurance. In the event that SUBCONTRACTOR fails to promptly cooperate with WINTER JOHNSON'S standard pre-qualification procedures or shall fail to meet the minimum qualifications of WINTER JOHNSON'S Subcontract Performance Insurance, WINTER JOHNSON may:
(a) terminate this Subcontract at no cost to WINTER JOHNSON and re- let the Work to another subcontractor; or (b) exercise its option to require SUBCONTRACTOR to furnish payment and performance bonds pursuant to this Article, or (c) withhold payment from SUBCONTRACTOR until the pre-qualification procedures have been met or payment and performance bonds have been furnished.

10.2.2. WINTER JOHNSON reserves the right to subrogate its rights under this Subcontract to WINTER JOHNSON'S Subcontract Performance Insurance underwriter.

11. INSURANE.

11.1. Before commencing the Work and until the warranty period under Article 20 below has lapsed, SUBCONTRACTOR shall obtain and maintain, at its expense, at least the insurance coverage specified in **EXHIBIT J** attached hereto, all in form and substance reasonably acceptable to WINTER JOHNSON, from insurers that are duly authorized to transact business in the state in which the Project is located, and that are otherwise reasonably acceptable to WINTER JOHNSON. **(NOTE: Endorsements must state that completed operations are covered.)**

11.2. SUBCONTRACTOR shall be responsible for all material and the Work, including insurance thereon, irrespective of whether previously paid for by the Owner, until the same shall have been installed and accepted by the Owner.

11.3. All policies are to be endorsed to provide that the carrier waives its right of subrogation for General Liability, Automobile Liability, and Workers Compensation against WINTER JOHNSON.

11.4. All policies except the worker's compensation insurance policy are to name WINTER JOHNSON, the Owner and Architect as additional insured. Additional insured status shall apply to Completed Operations for a period of no less than three (3) years. The General Liability policy needs endorsements CG2010 (11/85) or CG2010 (07/04) and CG2037 (07/04) or carriers equivalent which states additional Insured with Products/Completed Operations. The umbrella shall "follow form" over the coverage afforded in the Auto Liability and General Liability in this regard. The additional insured coverage extended to WINTER JOHNSON shall apply on a "primary" basis. The General Liability Aggregate limit shall apply on a "Per Project" basis.

11.5. SUBCONTRACTOR shall be exclusively responsible for any and all deductibles as it may pertain to insurance coverage on the Project. This responsibility extends to all deductible expenses incurred by WINTER JOHNSON or assessed against WINTER JOHNSON by the owner as a result of negligent acts or willful omissions of SUBCONTRACTOR, its sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

11.6. The policy may not contain exclusions pertaining to any form of residential or habitable construction. If such wording is present, an endorsement must be issued to the policy and provided to WINTER JOHNSON within thirty (30) days of the Work commencing, which confirms coverage is afforded for this specific project. The endorsement will include project name, location and contract number. Prior to the Work commencing SUBCONTRACTOR must present written confirmation from insurer or agent/broker that coverage for this project will be effected and endorsed to said policy as required. This requirement pertains to General Liability and Umbrella policies only.

11.7. Within seventy-two (72) hours of receiving a written request from WINTER JOHNSON, SUBCONTRACTOR shall furnish WINTER JOHNSON with written documentation demonstrating that SUBCONTRACTOR has in full force and effect all insurance required by this Article. If SUBCONTRACTOR fails to comply with such a request within seventy-two (72) hours, WINTER JOHNSON may withhold payment under this Subcontract until SUBCONTRACTOR complies and/or terminate this SUBCONTRACT for default.

11.8 For all insurance required above, stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insured; waived any and all right of subrogation against Contractor and the other Additional Insured; and contain a cross liability/severability of interest endorsement.

12. INDEMNITY AND DEFENSE.

12.1. Generally. SUBCONTRACTOR shall defend, indemnify and hold harmless WINTER JOHNSON, and its sureties, Subcontractor Performance Insurance carriers and underwriters, agents, servants and employees, from and against any claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work to the same extent, and on the same terms, as WINTER JOHNSON is required to defend, indemnify and hold harmless the Owner and the Architect, and their respective sureties, Subcontractor Performance Insurance carriers and underwriters, agents, servants and employees, under the terms of the Prime Contract.

12.1.1. In addition to complying with the indemnification requirements set forth in the Prime Contract, SUBCONTRACTOR shall, to the fullest extent permitted by law, defend, indemnify and hold harmless WINTER JOHNSON, the Owner, and the Architect, and their respective sureties, Subcontractor Performance Insurance carriers and underwriters, agents, servants and employees, from and against any claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of SUBCONTRACTOR, its sub-subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.1.2. Whenever SUBCONTRACTOR or its privies use any materials, labor, equipment or temporary site facilities furnished by or through WINTER JOHNSON, SUBCONTRACTOR agrees to defend, indemnify and hold WINTER JOHNSON and the Owner harmless from and against all liability for injuries to persons, damage to property and any and all costs and expenses, including attorneys' fees and expenses, resulting or arising from said use.

12.2. Liens. SUBCONTRACTOR shall defend, indemnify and save harmless WINTER JOHNSON, WINTER JOHNSON'S sureties and the Owner from any lien or claim of lien or any claim on any payment or performance bond or any Subcontractor Performance Insurance supplied by WINTER JOHNSON filed or maintained by any laborer, materialman or other person or entity directly or indirectly acting for, through, or under SUBCONTRACTOR, against the Project or any part thereof or any interest therein or against any monies due or to become due from Owner to WINTER JOHNSON or from WINTER JOHNSON to SUBCONTRACTOR.

12.2.1. Without limiting the foregoing, SUBCONTRACTOR shall cause any such lien or claim to be satisfied, removed or discharged by bond, payment or otherwise within ten (10) days from the date of filing or receipt of notice of the lien or claim, whichever is earlier.

12.2.2. If SUBCONTRACTOR does not discharge a lien or claim within the required time, WINTER JOHNSON may, at its sole option, discharge such lien or bond claim without legal determination of its validity, and deduct the cost of discharging the lien or claim, including all reasonable attorneys' fees and expenses suffered or incurred (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any money then due or thereafter to become due to SUBCONTRACTOR under this Subcontract.

12.3. Patents. SUBCONTRACTOR shall defend, indemnify and save harmless WINTER JOHNSON, the Owner, the Architect and their respective privies, from and against any claim, cost, expense or liability (including attorneys' fees and expenses) arising out of or resulting from infringement or alleged infringement by SUBCONTRACTOR of any patent rights, copyrights, or other similar rights attributable to the Work, except to the extent that the Owner may have expressly assumed responsibility therefore under the Contract Documents.

12.4. Davis-Bacon Act. If this Project is performed pursuant to the Davis-Bacon Act, or any other law dealing with prevailing wages, SUBCONTRACTOR agrees to comply with all provisions and regulations of such laws. SUBCONTRACTOR further agrees to defend, indemnify and hold WINTER JOHNSON harmless from all damages and loss resulting from SUBCONTRACTOR'S failure to comply with such laws.

12.5. Legal Proceedings. Should Owner or any other person assert a claim or institute a suit, action, dispute or proceeding against WINTER JOHNSON involving the manner or sufficiency of SUBCONTRACTOR'S performance of the Work, SUBCONTRACTOR and/or its sureties shall, upon written request of WINTER JOHNSON, promptly assume the defense of such claim, suit, action, dispute or proceeding at SUBCONTRACTOR'S and/or its sureties' expense, and SUBCONTRACTOR and/or its sureties shall indemnify and

save harmless WINTER JOHNSON and its agents, servants, and employees from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, dispute or proceeding.

12.6. No Limitations. SUBCONTRACTOR'S duty to defend, hold harmless, and indemnify shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the SUBCONTRACTOR or its privies under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts.

12.7. Enforceability. The parties hereto acknowledge and agree that, to the extent that any portion of the indemnification provisions contained in this Article are deemed unenforceable, then such portion is considered severable and will not affect the remaining portions of such provisions.

12.8. Survival. The requirements of this Article shall survive termination of this Subcontract.

13. INDIRECT AND CONSEQUENTIAL DAMAGES

13.1. Notwithstanding any provision of this Subcontract to the contrary, neither WINTER JOHNSON nor SUBCONTRACTOR shall be liable to the other for indirect or consequential damages incurred by the other which arise from or relate to this Subcontract, the Work or the Project.

14. CLAIMS.

14.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between WINTER JOHNSON and SUBCONTRACTOR.

14.2. SUBCONTRACTOR agrees to make all Claims in the same manner provided by the Prime Contract for claims by WINTER JOHNSON against the Owner; provided, however, that SUBCONTRACTOR shall submit written notices and supporting documentation to WINTER JOHNSON sufficiently in advance so as to provide WINTER JOHNSON reasonable opportunity to comply with applicable notice provisions contained in the Prime Contract. SUBCONTRACTOR shall have no greater right of claim against WINTER JOHNSON than WINTER JOHNSON has against the Owner under the terms of the Prime Contract.

14.3. Within seventy-two (72) hours of when SUBCONTRACTOR was or should have been aware of the occurrence of an event giving rise to the Claim or within a shorter time period that will provide WINTER JOHNSON reasonable opportunity to comply with applicable notice provisions set forth in the Prime Contract, SUBCONTRACTOR shall deliver notice of any Claim to WINTER JOHNSON in writing. If SUBCONTRACTOR fails to provide WINTER JOHNSON with written notice of a Claim within said time period, SUBCONTRACTOR'S Claim shall be waived and released.

14.4. If SUBCONTRACTOR wishes to make a Claim for an increase in the Subcontract Price, written notice as provided herein shall be given before proceeding to execute the Work. However, prior written notice is not required prior to commencing work relating to an emergency endangering life or property. In the event of an emergency endangering life or property, SUBCONTRACTOR shall act, in its reasonable discretion, to prevent or minimize damage, injury or loss and thereafter provide written notice of any Claim as soon as is practicable under the circumstances.

14.5. Within ten (10) days of the day on which SUBCONTRACTOR was or should have been aware of the occurrence of the event giving rise to the Claim or within a shorter time period that will provide WINTER JOHNSON reasonable opportunity to comply with applicable claims procedures set forth in the Prime Contract, SUBCONTRACTOR shall deliver to WINTER JOHNSON a complete Claim package containing a narrative description of the Claim, a cost analysis, a schedule analysis and such other information and supporting documentation as reasonably necessary for WINTER JOHNSON and the Owner to assess the merits and amount of the Claim, including, but not limited to, all supporting information and documentation required by the Prime Contract. If SUBCONTRACTOR fails to provide WINTER JOHNSON with a complete Claim package within said time period, SUBCONTRACTOR'S Claim shall be waived and released.

15. DISPUTES.

15.1. Condition Precedent to Legal Action or Arbitration Proceeding. Compliance with the dispute resolution procedures contained in this Article and in the Prime Contract shall be a condition precedent to the right of SUBCONTRACTOR to commence or continue any legal action or arbitration proceeding against WINTER JOHNSON.

15.2. WINTER JOHNSON-SUBCONTRACTOR Disputes. All claims, disputes and other matters in question between the SUBCONTRACTOR and WINTER JOHNSON arising out of or related to the Work or the Subcontract or any breach thereof, except those involving the correlative rights or duties of the Owner which are governed by Section 15.3 below, shall be decided, at the sole option of WINTER JOHNSON, by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

15.2.1. If SUBCONTRACTOR fails to comply with WINTER JOHNSON'S notice of election within seven (7) days after receipt of written notice of said election, SUBCONTRACTOR shall be liable to WINTER JOHNSON for all expenses incurred as a result of such failure, including, but not limited to, attorneys' fees incurred preparing and filing a responsive pleading, responding to discovery, and obtaining an order compelling compliance with WINTER JOHNSON'S election.

15.2.2. In the event that WINTER JOHNSON elects to arbitrate the dispute, the arbitration shall, at WINTER JOHNSON'S sole election, and to the extent allowed by law, take place in (a) Atlanta, Fulton County, Georgia; or (b) the state where the Project is located.

15.2.3. In the event that WINTER JOHNSON elects not to arbitrate, to the extent allowed by law, any lawsuit shall be brought in a court of competent jurisdiction in Atlanta, Fulton County, Georgia, where both parties shall agree to submit to jurisdiction and venue.

15.2.4. SUBCONTRACTOR warrants and represents that it has included in the Subcontract Price a sum of not less than ten dollars ($10.00) as compensation and consideration for irrevocably offering the foregoing option and arbitration rights to WINTER JOHNSON.

15.3. Owner Disputes. Any controversy or claim between WINTER JOHNSON and SUBCONTRACTOR arising out of or related to the Work or the Subcontract or any breach thereof which involves the correlative rights or duties of the Owner shall be settled according to the disputes resolution procedures in the Prime Contract. SUBCONTRACTOR shall be bound by the disputes resolution procedures set forth in the Prime Contract. SUBCONTRACTOR shall furnish all notices and information within the time required under the Prime Contract to enable WINTER JOHNSON to timely assert a claim or a defense of SUBCONTRACTOR.

15.3.1. For a dispute which involves the SUBCONTRACTOR'S Work, in whole or in part, SUBCONTRACTOR shall have the obligation to participate in the assertion or defense of claims related to such Work in the disputes resolution procedures and shall be bound by the outcome.

15.3.2. Payment by the Owner to WINTER JOHNSON is a condition precedent to the obligation of WINTER JOHNSON to pay SUBCONTRACTOR for any Work, claim or damage involving the correlative rights and responsibilities of the Owner.

15.3.3. Unless otherwise determined by a court or arbitrator, WINTER JOHNSON shall pay SUBCONTRACTOR the amount of the proportionate share of any recovery due SUBCONTRACTOR on the basis of the ratio of the SUBCONTRACTOR'S claims to other claims asserted by WINTER JOHNSON less the litigation expenses and attorneys' fees incurred by WINTER JOHNSON pursuing SUBCONTRACTOR'S claims.

15.3.4. SUBCONTRACTOR agrees to indemnify WINTER JOHNSON for any and all costs, including attorneys' fees, for defending a claim by the Owner or any other party in the disputes resolution procedure if such claim relates to or arises from the SUBCONTRACTOR'S Work. SUBCONTRACTOR shall pay WINTER JOHNSON its proportionate share of any recovery by the Owner against WINTER JOHNSON involving SUBCONTRACTOR'S Work and shall pay WINTER JOHNSON its proportionate share of the expenses and attorneys' fees incurred by WINTER JOHNSON defending against such Owner claim.

15.3.5. If the Prime Contract does not provide a disputes resolution procedure, or if the controversy, dispute, or claim does not involve the correlative rights or duties of the Owner, then such controversy, dispute, or claim between WINTER JOHNSON and SUBCONTRACTOR shall be determined as provided in Section 15.2 above.

15.4. Consolidation or Joinder. SUBCONTRACTOR agrees that WINTER JOHNSON may join or consolidate a lawsuit or arbitration initiated hereunder with a lawsuit or arbitration between WINTER JOHNSON and the Owner, Architect, another subcontractor, or any other party where said lawsuit or arbitration involves a common question of fact or law arising from or related to the Project.

15.5. Obligation to Continue Performance. The SUBCONTRACTOR agrees to continue performance of the Work and shall proceed in accordance with the directive of WINTER JOHNSON, under protest, in the event of a dispute or controversy. SUBCONTRACTOR further agrees it shall perform changed, extra or disputed work without additional compensation when such Work is required of WINTER JOHNSON without additional compensation under direction from the Owner, any judicial or administrative tribunal. Failure to proceed as such shall constitute a material breach of the contract, regardless of the ultimate decision on the dispute, it being understood and agreed that any controversy between the parties shall not be deemed a basis to delay or suspend the Work, unless directed otherwise by WINTER JOHNSON. This provision shall not be construed to prevent SUBCONTRACTOR from filing a claim pursuant to the terms of this Subcontract.

15.6. Arbitration Binding and Final. The agreement to arbitrate set forth in this Article shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof.

16. TERMINATION OF WORK BY OWNER.

16.1. Should the Owner terminate the Prime Contract or any part of the Prime Contract that includes the Work, WINTER JOHNSON shall so notify SUBCONTRACTOR in writing as soon as practicable by facsimile or certified U.S. mail or both, and upon SUBCONTRACTOR'S receipt of said notice, this Subcontract shall also be terminated and SUBCONTRACTOR shall immediately stop the Work.

16.2. In such event, WINTER JOHNSON'S liability to SUBCONTRACTOR is limited to the extent of any recovery from the Owner on SUBCONTRACTOR'S behalf under the Prime Contract.

16.3. SUBCONTRACTOR shall incorporate provisions similar to this Article within agreements with its subcontractors and suppliers.

17. TERMINATION FOR CONVENIENCE BY WINTER JOHNSON.

17.1. Notwithstanding any other provision in this Subcontract or the Contract Documents to the contrary, WINTER JOHNSON may, without cause, terminate the Subcontract at any time upon written notice to SUBCONTRACTOR.

17.1.1. In the event WINTER JOHNSON gives SUBCONTRACTOR written notice that the Subcontract is terminated for convenience, SUBCONTRACTOR shall withdraw its employees and equipment from the worksite on the effective date of termination as specified in said notice (which effective date shall not be less than forty-eight (48) hours after the date of the notice).

17.1.2. In the event of such a termination for convenience and notwithstanding any other provision of the Subcontract or Contract Documents to the contrary, provided the SUBCONTRACTOR is not in default, the SUBCONTRACTOR shall receive, as its entire and sole compensation, its actual and reasonable necessary costs of performing the work to the date of termination, as determined by an audit of SUBCONTRACTOR'S records, plus ten percent (10%) as an agreed upon reasonable markup for overhead and profit, less prior payments made, but in no event shall such amounts paid and payable hereunder exceed the total Subcontract Price. In this regard, the SUBCONTRACTOR shall make its records available at reasonable times and places for WINTER JOHNSON'S audit.

17.1.3. The remedy provided under this Article shall be SUBCONTRACTOR'S exclusive remedy under this Subcontract against WINTER JOHNSON. The SUBCONTRACTOR shall not be entitled to anticipated profit or damages for any termination under this Article.

17.1.4. Upon receipt of payments provided for under this Article, the parties hereto shall have no further obligation to each other except for SUBCONTRACTOR'S obligations to perform corrective and/or warranty work relating to Work actually performed by SUBCONTRACTOR prior to termination, and to indemnify WINTER JOHNSON as provided for in this Subcontract.

17.2. SUBCONTRACTOR shall incorporate provisions similar to this Article within agreements with its subcontractors and suppliers.

18. TERMINATION FOR DEFAULT BY WINTER JOHNSON.

18.1. The following circumstances shall constitute events of default by SUBCONTRACTOR:

(a) SUBCONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors;

(b) a receiver is appointed on account of SUBCONTRACTOR'S insolvency;

(c) SUBCONTRACTOR refuses or neglects to supply a sufficient number of properly

skilled workers or sufficient materials of the proper quality;

(d) SUBCONTRACTOR fails to prosecute the Work with the promptness and diligence necessary to prosecute the Work in accordance with the then existing Subcontract Performance Schedule;

(e) SUBCONTRACTOR fails to comply with any order given to it by WINTER JOHNSON in accordance with the provisions of this Subcontract;

(f) SUBCONTRACTOR interferes with the work of WINTER JOHNSON or other subcontractors on the Project;

(g) SUBCONTRACTOR allows a claim of lien to be filed against the Project;

(h) SUBCONTRACTOR fails to comply with its defense and indemnity obligations under this Subcontract;

(i) SUBCONTRACTOR fails to furnish WINTER JOHNSON with payment or performance bonds as required by Article 10 above;

(j) SUBCONTRACTOR fails to furnish WINTER JOHNSON with proof of insurance as required by Article 11 above; or

(k) SUBCONTRACTOR fails to comply with any material provisions of this Subcontract.

18.2. If SUBCONTRACTOR fails to cure an event of default within seventy-two (72) hours after receipt of written notice of default by WINTER JOHNSON to SUBCONTRACTOR, WINTER JOHNSON may, without prejudice to any of the other rights or remedies, terminate the employment of SUBCONTRACTOR and, subject to any prior rights of SUBCONTRACTOR'S surety: (a) exercise all rights and benefits of SUBCONTRACTOR under any sub-subcontracts or material purchase orders, or both, issued by SUBCONTRACTOR in connection with the Work, including, but not limited to, the right to make payments, employ all sub-subcontractors and material suppliers, obtain materials previously manufactured or fabricated for incorporation in the Work; (b) supply such number of workers and quantity of materials, equipment and other facilities as WINTER JOHNSON deems reasonably necessary for the completion of the Work; (c) contract with one or more additional contractors to perform such parts of the Work as reasonably necessary to provide the most expeditious completion of the Work. WINTER JOHNSON shall be entitled to charge all reasonable costs incurred in this regard (including attorneys' fees), plus an amount equal to fifteen percent (15%) of all costs incurred in the completion of the Work for WINTER JOHNSON'S administrative burden. Said administrative burden in the amount of fifteen percent (15%) is agreed by the parties to be a reasonable estimate of the

administrative burden which WINTER JOHNSON will incur and is not assessed as a penalty.

18.2.1. When WINTER JOHNSON terminates the Contract for one of the reasons stated in Section 18.1 above, SUBCONTRACTOR shall not be entitled to receive further payment until the Work is finished.

18.2.2. If the unpaid balance of the Subcontract Price exceeds the expenses incurred by WINTER JOHNSON completing the Work plus any direct damages incurred by WINTER JOHNSON or Owner by virtue of the default, such excess shall be paid to SUBCONTRACTOR within forty-five (45) days after WINTER JOHNSON'S receipt of final payment from the Owner. If such expenses and damages exceed the unpaid balance of the Subcontract Price, SUBCONTRACTOR shall pay the difference to WINTER JOHNSON within ten (10) days after receipt of a written demand by WINTER JOHNSON accompanied by reasonable supporting documentation.

18.2.3. If upon termination of the Subcontract pursuant to this Article, WINTER JOHNSON performs any of SUBCONTRACTOR'S Work or sublets such Work to be so performed, WINTER JOHNSON or the persons to whom Work has been sublet shall have the right to take and use all of the materials, implements, equipment, appliances or tools furnished by, belonging or delivered to SUBCONTRACTOR and located on the Project, or other designated storage locations, all of which SUBCONTRACTOR assigns and transfers to WINTER JOHNSON for such purpose, and which assignment and transfer shall revert to SUBCONTRACTOR upon final acceptance of the Project. Any such tools or equipment utilized will be credited to SUBCONTRACTOR'S account in determination of what, if anything, is owed by and between SUBCONTRACTOR and WINTER JOHNSON after termination.

18.3. In the event SUBCONTRACTOR is adjudged bankrupt, makes a general assignment for the benefit of creditors, or takes any other action to afford itself protection under the bankruptcy laws of the United States, and should WINTER JOHNSON not otherwise have the right to terminate this Subcontract, then the SUBCONTRACTOR, as a debtor-in-possession in a voluntary or involuntary bankruptcy case under Chapter 11 of Title 11 of the United States Code, shall immediately, but no later than fifteen (15) days from the date the bankruptcy is commenced, file with the Bankruptcy Court a motion and order pursuant to 11 U.S.C. § 365 assuming this Subcontract as written. SUBCONTRACTOR shall expeditiously effect the entry of such an order approving the assumption of this Subcontract. Further, on or before the fifteenth (15th) day, SUBCONTRACTOR shall cure all defaults that exist under this Subcontract pursuant to 11 U.S.C. § 365. Should SUBCONTRACTOR fail to assume this Subcontract as specified above, then this Subcontract shall be deemed rejected as of the date the bankruptcy commenced. In the event this Subcontract is rejected or deemed rejected, SUBCONTRACTOR consents to relief from the automatic stay pursuant to 11 U.S.C. § 362(d) without notice or hearing so that WINTER JOHNSON may exercise its rights and remedies under this Subcontract and against this SUBCONTRACTOR.

18.4. In the event any termination for default of the SUBCONTRACTOR under the Subcontract is later determined to have been improper, the termination shall be automatically converted to a termination for convenience and the SUBCONTRACTOR shall be limited in its recovery strictly to the compensation provided for under Article 17 above.

18.5. SUBCONTRACTOR shall incorporate provisions similar to this Article within agreements with its subcontractors and suppliers.

19. SUSPENSION OF WORK BY SUBCONTRACTOR.

19.1. SUBCONTRACTOR shall not be entitled to suspend or stop work except for a substantial and material breach by WINTER JOHNSON and WINTER JOHNSON'S failure to cure such breach within fourteen (14) days after WINTER JOHNSON'S receipt of a written notice of default from SUBCONTRACTOR stating its intention to stop work and enumerating each and every alleged breach by WINTER JOHNSON.

20. WARRANTY.

20.1. SUBCONTRACTOR and its sureties, if any, warrant and guarantee the Work to the full extent provided for in the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, SUBCONTRACTOR shall, at its expense, make good any faulty, defective or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents or by applicable law. SUBCONTRACTOR is to provide all certificates and warranties as required by the Contract Documents. The required form of warranty is attached hereto as **EXHIBIT K**.

20.1.1. Nothing contained in this Article shall be construed to establish a period of limitation with respect to any other obligation which SUBCONTRACTOR might have under the Contract Documents, including any warranty.

20.1.2. The establishment of the time period of any warranty required by the Contract Documents relates only to the specific obligation of SUBCONTRACTOR to correct the Work, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish WINTER JOHNSON'S liability with respect to its obligations other than specifically to correct the work.

21. MISCELLANEOUS PROVISIONS

21.1. Special Withholding for Georgia Projects. The State of Georgia requires general contractors to withhold up to two percent (2%) of the contract amount from the final payment to a **non-resident** subcontractor unless WINTER JOHNSON receives

written notification from the State of Georgia that (a) the subcontractor is current with its sales taxes, (b) the subcontractor has posted a bond with the Georgia Sales and Use Tax Division, or (b) the subcontractor is not subject to sales and use tax. SUBCONTRACTOR'S delivery of such written notice to WINTER JOHNSON shall be a condition precedent to payment of any amounts withheld by WINTER JOHNSON pursuant to this statutory requirement.

21.2. Substance Abuse Policy. WINTER JOHNSON has adopted a written policy concerning the use, possession, sale, distribution or transportation of any prohibited articles and substances on company premises (hereinafter the "Policy"). SUBCONTRACTOR agrees that it will maintain and enforce a substance abuse policy with respect to its own employees which meets or exceeds the requirements of the Policy.

21.2.1. If requested by WINTER JOHNSON, SUBCONTRACTOR shall promptly: certify in writing that said policy is in force and that each of its employees has signed a urine drug screening/testing consent form; and provide a copy of said policy and copies of the urine drug screening/testing consent forms executed by SUBCONTRACTOR'S employees.

21.2.2. SUBCONTRACTOR'S employees found to be in violation of said policy will be subject to immediate removal from the Project.

21.3. Drug-Free Workplace Act of 1988. SUBCONTRACTOR shall observe the requirements of the Drug-Free Workplace Act of 1988 on all covered projects.

21.3.1. SUBCONTRACTOR shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. This statement shall notify employees, as a condition of employment, the employee must (a) abide by the terms of the statement, and (b) notify the Subcontractor of any criminal conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

21.3.2. SUBCONTRACTOR shall notify WINTER JOHNSON in writing within ten (10) days after receiving notice from an employee of such workplace criminal conviction, or otherwise receiving actual notice of same.

21.4. Equal Opportunity Clause. SUBCONTRACTOR shall comply with all applicable affirmative action and equal opportunity laws and regulations, including, but not limited to, Executive Order 11246 dated September 24, 1965. In addition, SUBCONTRACTOR shall comply with the Owner's Affirmative Action Program applicable to this Project, if one exists. In connection with performance of Work under this Subcontract, the SUBCONTRACTOR further agrees as follows:

21.4.1. SUBCONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, age, handicap, marital status, sexual orientation, political affiliation, veteran status, or sex, except where sex is a bona fide occupational qualification.

21.4.2. If requested by WINTER JOHNSON, SUBCONTRACTOR shall promptly deliver to WINTER JOHNSON written certification of its compliance with the obligations of this Equal Opportunity Clause

21.4.3. In the event of SUBCONTRACTOR'S noncompliance with this Equal Opportunity Clause or with any of the said rules, regulations or orders, this Subcontract may be canceled, terminated or suspended in whole or in part.

21.4.4. Subcontractor will include the requirement of this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

21.5. Independent Contractor. SUBCONTRACTOR acknowledges that it is an independent contractor, and nothing herein contained shall be construed to make SUBCONTRACTOR or any subcontractors under him or any of their respective agents, representatives or employees, as an employee of WINTER JOHNSON.

21.6. Governing Law. All matters relating to the validity, performance, or interpretation of this Subcontract shall be governed by the laws of the state where the Project is located.

21.7. Methods of Notice. All written notices provided for in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party or if sent by facsimile, with original written confirmation followed by regular U.S. mail to the party at its address specified herein. Any party may from time to time, by written notice to the other, designate a different address to which notices to it should be sent.

21.8. No Waiver. No requirements of this Subcontract may be waived except in writing signed by a duly authorized officer of the waiving party. No action or failure to act by the Owner, the Architect or WINTER JOHNSON shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing by a duly authorized officer of the waiving party.

21.9. "Days" Defined. Unless indicated otherwise, the term "days" shall mean calendar days.

21.10. Neuter Terms. Where the context requires, neuter terms used herein shall include the masculine and feminine.

21.11. Singular/Plural. Where the context requires, singular terms shall include the plural, and vice versa.

21.12. Entire Agreement. This Subcontract constitutes the entire agreement between the parties to perform their respective duties and obligations. This Subcontract supersedes all prior negotiations, representations, and agreements, whether oral or written, between WINTER JOHNSON and SUBCONTRACTOR, and may only be modified or amended in accordance with the terms herein.

21.13. Changes in Writing Only. This Subcontract may not be changed in any way except as herein provided or by a writing, signed by a duly authorized officer or agent of each party.

21.14. Severability. If any part or portion of the Contract Documents is held invalid or is otherwise unenforceable, the remaining parts or portions thereof shall be given full force and effect.

21.15. No Assignments. SUBCONTRACTOR shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of WINTER JOHNSON.

22. IMMIGRATION AND SECURITY COMPLIANCE

22.1 Subcontractor and any and all of its subcontractors shall comply with all state and federal immigration laws, rules and regulations, and the Subcontractor and all of its subcontractors shall provide WINTER JOHNSON with a completed and signed Immigration and Security Affidavit in the form attached hereto as Exhibit L as a condition precedent to initial payment.

22.2 Subcontractor hereby represents, warrants, and covenants to WINTER JOHNSON as follows: (1) Subcontractor has complied, and shall at all times during the term of this Agreement comply, in all aspects with all federal, state and local immigration laws, statutes, rules, codes, orders and regulations, including without limitation the Immigration Reform and Control Act of 1986 and the Georgia Security and Immigration Compliance Act, as they may be amended from time to time; (2) has implemented and shall continue to implement a company-wide I-9 employment verification policy (including, but not limited to the use of E-Verify for employment eligibility verification of all new hires); (3) has properly maintained, and shall at all times during the term of this Agreement properly maintain, all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Subcontractor's employees; and (4) has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any inspection request related to such I-9 Forms.

22.3 During the term of this Agreement, Subcontractor shall, and shall cause its directors, officers, managers, agents and employees to cooperate fully in respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Subcontractor or any of its employees.

22.4 Subcontractor shall on a periodic basis during the term of this Agreement, conduct an audit of the I-9 Forms for its employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit.

22.5 Subcontractor shall require all of its subcontractors to make the representations and warranties set forth in this Section. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor and all of its affiliates, parents, subsidiaries, officers, directors, employees, successors and assigns (all of which are hereinafter collectively referred to as "Indemnities"), from and against all claims, damages, losses, costs and expenses, including but not limited to attorneys' fees, public relations costs, and work stoppages, arising out of or resulting from the failure of Subcontractor or its employees, agents, subcontractors or suppliers, to properly verify workers or otherwise to fully comply with such immigration laws, ordinance, rules, and regulations, including but not limited to any fines or penalties incurred by Contractor or Owner in connection therewith.

23. SUBCONTRACT EXHIBITS

23.1. The following exhibits are incorporated into this Subcontract by reference:

Exhibit A - Drawings, Specifications and Other Contract Documents

Exhibit B - Work

Exhibit C - Supplemental Price Schedule

Exhibit D - SUBCONTRACTOR'S Application for Payment

Exhibit E – Waiver and Release Upon Final Payment

Exhibit F - Subcontract Performance Schedule

Exhibit G - Temporary Site Facilities and Equipment

Exhibit H - Subcontractor Payment Bond

Exhibit I - Subcontractor Performance Bond

Exhibit J - Certificate of Insurance

Exhibit K – Warranty

Exhibit L – Immigration and Security Form

Exhibit M – Sales Tax Payment Affidavit

Exhibit N – Design-Build Component (If Applicable)

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, execute this Subcontract so as to be effective on the date first stated above.

"SUBCONTRACTOR"

_____
Company Name

By:_____
Signature

_____
Printed Name

Its:_____
Title

Date:_____

"WINTER JOHNSON"

WINTER JOHNSON GROUP, A JOINT VENTURE

By: _____
Signature

_____
Printed Name

Its: _____
Title

Date:_____

Exhibit A – List of Drawings & Specifications dated 5/28/2014

GENERAL

G000 Project Info
G001 General Info – Partition Types & Schedule
G010 Life Safety Plan – Level 00 & 01

CIVIL

C0.1 General Notes
C1.0 Existing Conditions
C2.0 Demolition Plan
C3.0 Site Plan
C4.0 Grading, Drainage, & Utility Plan
C5.0 Profiles
C6.0 Erosion & Sediment Control Notes
C6.1 Erosion & Sediment Control Plan – Initial Phase
C6.2 Erosion & Sediment Control Plan – Intermediate Phase
C6.3 Erosion & Sediment Control Plan – Final Phase
C7.0 Erosion & Sediment Control Details
C7.1 Erosion & Sediment Control Details
C7.2 Erosion & Sediment Control Details
C8.0 Construction Details
C8.1 Construction Details
C8.2 Construction Details

LANDSCAPE

L100 Site Plan
L101 Site Plan, Furniture, Signage
L102 Site Plan, Hardscape Grading
L200 Tree Protection Plan
L201 Tree Replacement Plan
L300 Planting Plan

ARCHITECTURAL

A000 Site Plan
A100 Floor Plan – Level 00
A101 Floor Plan – Level 01
A102 Roof Plan
A111 Slab Plan
A112 Raised Access Floor Plan
A121 Furniture Plan – Level 01
A131 Applied Finish Plan – Level 01
A200 Reflected Ceiling Plan – Level 00 & 01
A300 Building Elevations
A301 Building Elevations & Sections
A302 Building Sections
A400 Wall Sections
A500 Details
A501 Details
A502 Details
A503 Details – Mtg Room
A504 Canopy Details
A505 Window Schedule – Head/Sill/Jamb Details
A700 Enlarged Plans, Interior Elevations
A701 Enlarged Plans, Interior Elevations
A710 Overall Casework Plan
A711 Casework (Elevations)
A712 Casework (Elevations)
A713 Casework (Details)
A800 Door Schedule, Interior Storefront Schedule

STRUCTURAL

S001 Structural General Notes
S002 Structural General Notes
S110 Partial Foundation Plan
S111 Partial Foundation & Elevated Framing Plan
S112 Roof Framing Plan
S201 Typical Foundation Details
S202 Typical Foundation Details
S203 Typical Foundation Details
S301 Typical Masonry Details
S401 Typical Steel Details
S402 Typical Steel Details
S501 Braced Frames
S502 Braced Frame Details

MECHANICAL

M001 HVAC Schedules
M002 HVAC Notes, Details, & Legends
M111 Floor Plan – Level 01 Mechanical
M112 Ceiling Plan – Level 01 Mechanical

PLUMBING

P001 Plumbing Notes and Legends
P110 Floor Plan – Level 00 Plumbing
P111 Floor Plan – Level 01 Plumbing
P112 Ceiling Plan – Level 01 Plumbing
P300 Isometrics Plumbing

ELECTRICAL

E001 Electrical Legends, Notes, & Details
E100 Electrical Site Plan
E110 Floor Plan – Level 00 Power
E111 Floor Plan – Level 01 Power
E200 Floor Plan – Level 00 Lighting
E201 Floor Plan – Level 01 Lighting
E300 Electrical Riser Diagrams & Schedules
E400 Panel Schedules

TECHNOLOGY

T001 Technology Symbol Legend
T101 Level 01 – Access Control & CCTV
T102 Level 01 – Audio / Video
T103 Level 01 – Intrusion Detection / TV / PA
T104 Level 01 – Structured Cabling
T301 Technology Details
T302 Technology Details
T303 Technology Details
T304 Technology Details
T305 Technology Details
T306 Technology Details
T401 Technology Details
T402 Technology Details

DIVISION 01 -- GENERAL REQUIREMENTS

01 1000 – Summary
01 2100 – Allowances
01 2200 - Unit Prices
01 2300 - Alternates
01 3000 - Administrative Requirements
01 3216 - Construction Progress Schedule

01 3515 - LEED Certification Procedures
01 3516 - LEED Submittal Forms
01 3516.01 - LEED Material Cost Summary Form
01 3516.02 - LEED Wood-Containing Product List
01 3516.03 - LEED Metal-Containing Product List
01 3516.04 - LEED New Product Content Form
01 3516.05 - LEED New Product Source Form
01 3516.06 - LEED Reused Product Form
01 3516.07 - LEED Prohibited Content Installer Certification
01 4000 - Quality Requirements
01 4216 - Definitions
01 4219 - Reference Standards
01 4529 - Testing laboratory Services
01 4533 - Code-Required Special Inspections
01 5000 - Temporary Facilities and Controls
01 5639 - Temporary Tree and Plant Protection
01 5721 - Indoor Air Quality Controls
01 6000 - Product Requirements
01 6000.01 – Substitution Request Form
01 6116 - Volatile Organic Compound (VOC) Content Restrictions
01 6116.01 - Accessory Material VOC Content Certification Form
01 7000 - Execution and Closeout Requirements
01 7419 - Construction Waste Management and Disposal
01 7800 - Closeout Submittals
01 7900 - Demonstration and Training
01 9113 - General Commissioning Requirements

DIVISION 02 -- EXISTING CONDITIONS

DIVISION 03 -- CONCRETE

03 0505 - Underslab Vapor Barrier
03 1100 - Concrete Forming
03 2000 - Concrete Reinforcing
03 3000 - Cast-in-Place Concrete

DIVISION 04 -- MASONRY

04 0511 - Masonry Mortaring and Grouting
04 2000 - Unit Masonry
04 4301 - Stone Masonry Veneer
04 4300 - Granite Rubble Masonry

DIVISION 05 -- METALS

05 1200 - Structural Steel Framing
05 1213 - Architecturally Exposed Structural Stel
05 2100 - Steel Joist Framing
05 3100 - Steel Decking
05 3116 - Acoustical Steel Decking
05 5000 - Metal Fabrications

DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

06 1000 - Rough Carpentry

06 2000 - Finish Carpentry
06 4100 - Architectural Wood Casework

DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

07 1113 - Bituminous Dampproofing
07 1300 - Sheet Waterproofing
07 2100 - Thermal Insulation
07 2119 - Foamed-In-Place Insulation
07 2129 - Sprayed Insulation
07 2500 - Weather Barriers
07 4264 - Metal Composite Material Wall Panels
07 5400 - Thermoplastic Membrane Roofing
07 6200 - Sheet Metal Flashing and Trim
07 7100 - Roof Specialties
07 7123 - Manufactured Gutters and Downspouts
07 8400 - Firestopping
07 9005 - Joint Sealers
07 9513 - Expansion Joint Cover Assemblies

DIVISION 08 -- OPENINGS

08 1113 - Hollow Metal Doors and Frames
08 1416 - Flush Wood Doors
08 3100 - Access Doors and Panels
08 4229 - Automatic Entrances
08 4313 - Aluminum-Framed Storefronts
08 4413 - Glazed Aluminum Curtain Walls
08 6200 - Unit Skylights
08 7100 - Door Hardware
08 8000 - Glazing
08 8300 - Mirrors
08 9100 - Louvers

DIVISION 09 -- FINISHES

09 2116 - Gypsum Board Assemblies
09 2216 - Non-Structural Metal Framing
09 3000 - Tiling
09 5100 - Acoustical Ceilings
09 6500 - Resilient Flooring
09 6813 - Tile Carpeting
09 6900 - Access Flooring
09 7200 - Wall Coverings
09 9000 - Painting and Coating

DIVISION 10 -- SPECIALTIES

10 1101 - Visual Display Boards
10 1400 - Signage
10 1425 - Door and Room Signs
10 2113.19 - Plastic Toilet Compartments

10 2601 - Wall and Corner Guards
10 2800 - Toilet, Bath, and Laundry Accessories
10 4313 – Defibrallator Device & Cabinet
10 4400 - Fire Protection Specialties

DIVISION 11 -- EQUIPMENT

11 3100 - Residential Appliances
11 5213 - Projection Screens - Under separate contract Coordinate Blocking

DIVISION 12 -- FURNISHINGS

12 2400 - Window Shades
12 3600 - Countertops
12 9300 - Site Furnishings

DIVISION 13 -- SPECIAL CONSTRUCTION

DIVISION 14 -- CONVEYING EQUIPMENT

DIVISION 21 -- FIRE SUPPRESSION

21 0000 - Fire Protection General

DIVISION 22 -- PLUMBING

22 0000 - Plumbing General
22 0800 – Plumbing Commissioning Requirements
22 1113 - Facility Water Distribution Piping
22 1313 - Facility Sanitary Sewers
22 4000 - Plumbing Fixtures

DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

23 0000 - HVAC General
23 0548 - Noise and Vibration Control
23 0593 - Testing, Adjusting, and Balancing for HVAC
23 0700 - HVAC insulation
23 0900 - Automatic Controls
23 2113 - Piping and Accessories
23 2113.13 - Pre-insulated Underground Piping System
23 2114 - Water Specialties
23 2123 - Pumps
23 2300 - Refrigerant Piping
23 3000 - Underfloor Airway Distribution System
23 3100 - Ductwork and Accessories
23 3400 - Unitary Exhaust and Supply Fans and Ventilators
23 3700 -Louvers, Grilles, Registers and Diffusers
23 6426 - Packaged Air-Cooled Water Chiller
23 7313 - Modular Central Station Air Handling Units
23 8126 - Split System Air Conditioning
23 8219 - Fan Coil Units
23 8239.19 - Electric Wall Heaters

DIVISION 26 - ELECTRICAL

26 0000 - Electrical General
26 0519 - Conductors

26 0526 - Grounding
26 0533 - Conduit and Raceways
26 0534 - Outlet Boxes and Junction Boxes
26 0535 - Low Voltage Backboards & Enclosures
26 0923 - Occupancy Sensors
26 0943 – Network Lighting Control System (Relay Panels)
26 2200 - Dry Type Transformers
26 2416 - Panelboards
26 2726 - Wiring Devices
26 2816 - Disconnect Switches
26 4313 - Surge Protective Devices (SPD)
26 5100 - Lighting

DIVISION 27 – COMMUNICATIONS

27 0500 – Common Work Results for Communications
27 0526 – Grounding and Bonding for Telecommunication system
27 0529 – Combined Low Voltage Power Floor Boxes
27 1100 – Communication and Equipment Room Fittings
27 4110 – General Provisions for Integrated AV systems Equipment
27 4111.11 – Combined Low Voltage Power Boxes for AV systems Equipment
27 4111 – Work Common to Integrated AV Equipment
27 4133 – Master Antenna TV System
27 5116 – Public Address Systems

DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY

28 1600 – Intrusion Detection
28 3111 - Fire Alarm System (Addressable)

DIVISION 31 –EARTHWORK

31 1000 - Site Clearing
31 2000 - Earth Moving

DIVISION 32 -- EXTERIOR IMPROVEMENTS

32 1216 - Asphalt Paving
32 1313 - Concrete Paving
32 1316 - Decorative Concrete Paving
32 1373 - Concrete Paving Joint Sealants
32 1716 - Tactile Warning Surfacing
32 9113 - Soil Preparation
32 9114 – Bioretention Soil
32 9200 - Turf and Grasses
32 9250 - Meadow Grasses and Naturalized Areas
32 9300 - Plants

DIVISION 33 -- UTILITIES

33 4100 - Storm Utility Drainage Piping

ADDENDA

Addendum #1 dated 6/9/2014
Addendum #2 dated 6/16/2014
Addendum #3 dated 6/19/2014
Addendum #4 dated 6/20/2014
Addendum #5 dated 6/24/2014
Addendum #6 dated 6/25/2014
Addendum #7 dated 6/26/2014
FF&E Plans dated 7/24/2014
Specifications for FF&E dated 7/24/2014
Signage Standards and Guidelines, dated 8/8/2014

WINTER JOHNSON GROUP

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete _____ _____in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

A. General Requirements

1. This SUBCONTRACTOR is required to obtain its own set of contract documents. The full set of contract documents is available online at Winter Johnson's website (www.winterjohnsongroup.com) and for purchase from Buster's Repro Graphics – 5064 Clark Howell Hwy, Atlanta, GA 30349 (Tel. 404-366-0870 Website: www.bustersrepro.com). These documents will not be provided by WINTER JOHNSON.

2. Within five (5) days of contract award, SUBCONTRACTOR has brought to the attention of WINTER JOHNSON all long lead items that will impact subcontractor's schedule so that WINTER JOHNSON can release & procure these items in a timely manner.

3. SUBCONTRACTOR shall be responsible for all permits, fees, etc. required for this scope of work.

4. SUCONTRACTOR acknowledges that the pre-bid addendums from the Owner a part of this Agreement.

5. SUBCONTRACTOR agrees to provide electronic submittals to WINTER JOHNSON. All submittals for each specification section should be submitted in one package. No partial submittal packages will be reviewed.

6. SUBCONTRACTOR shall submit a set of CAD coordination shop drawing and as-built files in addition to the required number of printed copies for coordination purposes. Additionally, SUBCONTRACTOR agrees to participate in the BIM process.

7. SUBCONTRACTOR is responsible for submitting a Service Request for all hot work, roof/slab penetrations, coring and utility shut downs. Paperwork needs to be filled out and submitted to Winter Johnson at least 3 days before they are due to Utility provider.

8. WINTER JOHNSON and any Atlanta-Fulton Public Library(otherwise known as owner) stakeholder reserve the right to Contract for and perform other or additional work on or near the Work covered by this Contract. When separate contracts are let within the limits of any one project, each SUBCONTRACTOR shall conduct its work so as not to interfere with or hinder the progress of completion of the Work being performed by other Subcontractors.

9. SUBCONTRACTOR agrees to follow rules and regulations as set forth by AFPL.

10. Subcontractors are not to proceed with extra work without pre-approved pricing and a written directive to proceed. WINTER JOHNSON may, at its own discretion, direct Subcontractor to perform extra work on a "time and material" basis in accordance with the subcontract agreement. Any extra work tickets, including punch list tickets, shall be verified (and signed) each day by WINTER JOHNSON'S Project Superintendent or Project Manager. **WINTER JOHNSON WILL NOT SIGN BACKDATED TICKETS.** WINTER JOHNSON will not be responsible for costs associated with tickets that are not signed and verified on the date the work was performed. All pricing related to signed "extra work" tickets must be full itemized (including quantities, unit prices, overhead / profit, etc.) and **submitted to WINTER JOHNSON'S Project Manager within five (5) business days** of performance of the work. **FAILURE TO FOLLOW ALL OF THE ABOVE PROCEDURES WILL RESULT IN DENIAL OF THE CLAIM AND SUBCONTRACTOR'S WAIVING OF SAID CLAIM.**

11. Complete applications for payment are due in WINTER JOHNSON'S office by the 25th of each month or the next business day if the 25th falls on the weekend. SUBCONTRACTORS submitting incomplete or incorrect applications for payment will be notified via email no later than five (5) business days after submission of any deficient pay applications. SUBCONTRACTOR acknowledges that it is responsible for resubmitting to WINTER JOHNSON'S office, no later than the 30th of the same month, a correct and complete application for payment. The previously submitted application will be available for SUBCONTRACTOR to pick-up at WINTER JOHNSON'S office. In the event a revised application is not received by the 30th of the same month, SUBCONTRACTOR'S application may not be processed until the next billing cycle.

12. SUBCONTRACTOR shall provide an adequate workforce required to maintain the project schedule. SUBCONTRACTOR understands that multiple shifts and extended shifts are required to meet the project schedule. SUBCONTRACTOR will have a competent Field Supervisor in each shift through the duration of the project. SUBCONTRACTOR has included all overtime work in its Price. Should SUBCONTRACTOR refuse or neglect to provide a sufficient number of properly skilled workers, WINTER JOHNSON shall notify SUBCONTRACTOR in writing.

13. This SUBCONTRACT includes out of sequence work due to construction sequencing and logistics. Include overtime as necessary to maintain overall Project Schedule. This includes the coordination of overtime work performed by other trades.

14. This SUBCONTRACTOR acknowledges multiple mobilizations may be required to complete the scope of work referenced herein. Costs of these multiple mobilizations are included in this SUBCONTRACT.

15. Coring of CMU/concrete walls & slabs is included as necessary to install this SUBCONTRACTOR'S scope of work. This also includes scheduling coring work during off hours, X-ray or GPR scanning, coordinating access with tenants below, and protection of areas around coring and cleanup of areas where cores are to be located.

16. SUBCONTRACTOR is responsible to secure all highway, street use and lane closure permits, crane and hoisting permits.

17. SUBCONTRACTOR is responsible for providing full-time, competent, English speaking supervision onsite at all times, while work by the SUBCONTRACTOR is in progress. This individual will be qualified and empowered to make decisions on SUBCONTRACTOR'S behalf and have a full understanding of the SUBCONTRACTOR'S scope of work and contractual requirements. b. WINTER JOHNSON will conduct weekly SUBCONTRACTOR meetings. SUBCONTRACTOR understands that his presence will be required at weekly coordination meetings. Attendance by a knowledgeable representative capable of making decisions and commitments will be mandatory, in order to coordinate between trades. The weekly meeting will be run by WINTER JOHNSON'S onsite superintendent, and must be attended by the non-working foreman in charge of on site operations for each trade as well as the SUBCONTRACTOR'S Project Manager.

18. There may be limited or no On-Site Parking available on the project site. SUBCONTRACTOR is responsible for transporting labor to the site.

19. All Subcontractors shall confine its operations to the areas so assigned. Should SUBCONTRACTOR find it necessary or advantageous to use any additional offsite area for any purpose whatsoever, SUBCONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional offsite areas.

20. ALL DELIVERIES, STAGING & STORAGE AREAS MUST BE SCHEDULED & COORDINATED WITH WINTER JOHNSON SUPERINTENDENT 48 HOURS IN ADVANCE. All material is to be covered and properly stored in an orderly and neat arrangement at all times. Failure to do so may result in WINTER JOHNSON ordering a cleanup and organization of the storage area by SUBCONTRACTOR'S forces. Cost of such to be borne solely by the SUBCONTRACTOR. Subcontractor shall relocate any stored materials if their presence impacts the work of other trades.

21. SUBCONTRACTOR is responsible for all deliveries and storage. Subcontractor is responsible for offloading, distributing and hoisting if necessary of materials/deliveries to assigned construction space. Subcontractor will schedule sufficient manpower to handle deliveries to avoid loss of productivity at the jobsite. SUBCONTRACTOR understands that due to scheduling/phasing of the work all building and loading dock access and all work will be closely coordinated with Building Operations.

22. Subcontractor shall arrange to have all large material or equipment shipments delivered to Subcontractor's business or warehouse facilities. Subcontractor shall receive and verify the quantity, condition and compliance with specifications of all materials at Subcontractor's facility. Subcontractor shall break down materials into smaller shipments to allow for materials to be delivered as needed in quantities that can be installed within a designated shift. If prior approval is provided by Winter Johnson, Subcontractor may be able to use a portion of Winter Johnson's off site storage facility.

23. WINTER JOHNSON reserves the right to refuse delivery of materials by Subcontractor due to non-coordinated deliveries, space and work limitations.

24. Lewd comments, profanity, obscene gestures, unruly behavior or any behavior that can be construed as harassment will not be tolerated. Violators will be permanently removed from project.

25. Tobacco and smoking are not allowed in the building at any time. Eating or drinking will not be allowed in the building after the start of finishes. Individuals who refuse to follow these guidelines will be required to leave the jobsite.

26. SUBCONTRACTOR is to verify existing conditions and associated costs are included in this SUBCONTRACT. Verification includes, but is not limited to: deck/joist height, slab thickness, existing utility tie in points, etc. Accuracy or completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work is not guaranteed. Any inaccuracy or omission in such information shall not relieve SUBCONTRACTOR of its responsibility to protect such existing features from damage or unscheduled interruption of service.

27. Provide underground utility location and protection as required. Work shall not begin until SUBCONTRACTOR is satisfied that all-underground utilities have been properly located, and there is no danger of damage to underground utilities. This SUBCONTRACT includes all repairs required to existing underground utilities that result during excavation.

28. SUBCONTRACTOR shall examine and inspect the as-built conditions and notify WINTER JOHNSON of any discrepancies. Failure to notify WINTER JOHNSON in advance and in writing shall result in acceptance of as-built conditions by this SUBCONTRACTOR with cost of all remedial work being borne solely by SUBCONTRACTOR.

29. SUBCONTRACTOR understands that it must take all necessary precautions and be responsible for all-necessary plans and implementation so as not to affect or disrupt adjacent operations and properties in any manner. Specifically including, but not limited to, safety, noise, dirt, dust, and personnel interference.

30. SUBCONTRACTOR shall protect existing finishes, the work of other trades, and any stored materials from damage, including the use of tarps, plastic, and/or other protection, while working. SUBCONTRACTOR shall be responsible for all costs associated with repairs or replacement due to damage.

31. Any modifications or shutdowns of building systems will be coordinated with WINTER JOHNSON superintendent prior to work commencing. Any expense/loss arising from an unscheduled shutdown performed by SUBCONTRACTOR will be born by SUBCONTRACTOR.

32. SUBCONTRACTOR is responsible to provide, erect and maintain all scaffolding as needed for own scope of work. Scaffolding is to comply with OSHA and Winter Johnson requirements. SUBCONTRACTOR shall comply with WINTER JOHNSON requirement for 100% tie-off over 6'-0".

33. SAFETY:
    a. SUBCONTRACTOR shall furnish to WINTER JOHNSON prior to commencing any work, a written detailed, project and scope specific Safety Plan. The Safety plan should address all aspects of the SUBCONTRACTOR'S work and must include methods of protection of the SUBCONTRACTOR'S workforce from hazards related to SUBCONTRACTOR'S specific work.
    b. SUBCONTRACTOR will participate fully in WINTER JOHNSON'S "Safety Partner" program. SUBCONTRACTOR will insure their entire workforce (workers and supervision) complete the necessary documentation (WINTER JOHNSON forms SP1000, SP2000, SP2000(s)) to insure understanding and compliance with WINTER

JOHNSON'S Safety Program. It will be the responsibility of the SUBCONTRACTOR'S Project Manager/Superintendent to have these forms completed prior to commencing work. SUBCONTRACTOR understands that no worker will be permitted to work on the project without proof (hardhat decal) he understood and agreed to WINTER JOHNSON'S safety rules.

c. SUBCONTRACTOR is responsible for reporting all injuries/accidents immediately to WINTER JOHNSON superintendent. Injuries are to be reported no more than thirty (30) minutes after they occur. A full report is required within twenty four (24) hours.
d. All trades will be required to obtain a hot permit from Owner prior to performing hot work.
e. WINTER JOHNSON will conduct weekly Safety meetings. All on-site personnel are required to attend weekly jobsite safety meetings. You may conduct your own safety meetings separately providing: 1) Your Foreman and/or Safety WINTER JOHNSON representative attends WINTER JOHNSON'S Safety Meetings and 2) Your Foreman furnishes WINTER JOHNSON a copy of the minutes and sign-in sheet(s) from your safety meetings each week while working on the job site. **Costs for attending subcontractor coordination meetings are included in the subcontract price, therefore failure to attend a weekly subcontractor meeting will result in a $250 deductive change order being issued to subcontractor.**

34. Any costs of re-testing and re-inspections due to failure of this SUBCONTRACTOR'S work will be completed at this SUBCONTRACTOR'S expense.

35. Provide fire sealing and safing as required for penetrations through fire rated walls created through work under this scope. All floor and wall penetrations must be properly collared, filled, and/or sealed to meet all applicable codes. All penetrations through fire-rated partitions are to be sealed using approved fire sealing products.

36. Clean up of trash, waste and debris created by your work jobsite to the designated dumpster for the project is included in this SUBCONTRACT. Clean up shall be accomplished daily as debris/waste is accumulated, except in the case of scopes involving demolition. The SUBCONTRACTOR is responsible for placing all waste and debris resulting from their work into the trash container or dumpster. SUBCONTRACTOR will provide additional manpower for debris removal to avoid disruption of work. If SUBCONTRACTOR is not performing clean up as required, WINTER JOHNSON will perform the required clean up, after notifying the job site Foreman, and will charge SUBCONTRACTOR for costs incurred, supervision plus a 15% fee.

37. SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. SUBCONTRACTOR shall, on a daily basis, remove from the Work area all its equipment and uninstalled materials while maintaining temporary walls and protective barriers to provide a neat and safe work area and pedestrian walkways. Upon completion of any portion of the Work, SUBCONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work.

38. SUBCONTRACTOR is responsible to perform maintenance and service programs, warranty/guarantee follow-ups, factory startups and seasonal adjustments or inspections as specified in the Project Manual.

39. Subcontractor shall be responsible for video taping all required owner training. Subcontractor shall provide CDs of training with close out documents as required.

40. Provide attic stock in quantities as specified in the contract documents. Coordinate turnover of attic stock with WINTER JOHNSON prior to delivery at the job site. SUBCONTRACTOR must turn over attic stock to a designated WINTER JOHNSON representative, with a transmittal outlining material and quantities for signature prior to handover.

41. It is an initiative of WINTER JOHNSON to close our projects in the most efficient way possible. To accomplish this it will be necessary for each SUBCONTRACTOR to provide complete close out documents well in advance of completion of the project. SUBCONTRACTOR will be required to set up their Schedule of Values in the following manner:

    a. As-built drawings: SUBCONTRACTOR is required to update their set of as-built drawings located in the field. This must be done on a weekly basis with the drawings being inspected prior to release of payment each pay period. Payment will be held until the SUBCONTRACTOR has updated all as-built drawings. SUBCONTRACTOR is further required to list a line item on their Schedule of Values representative of 5% of the SUBCONTRACT sum. Only upon approval of the as-built drawings by WINTER JOHNSON, the Architect and their consultants (as necessary), and the Owner, will the SUBCONTRACTOR will be permitted to bill 100% of this line item. **As-**

built drawings are to be submitted to WINTER JOHNSON 45 days prior to the contract scheduled date of substantial completion. Failure to do so will result in withholding of funds by WINTER JOHNSON.

b. Closeout documents: O&M Manuals, Training, etc.: SUBCONTRACTOR is required to list a line item on their Schedule of Values representative of 5% of their SUBCONTRACT sum. Upon receipt, approval and submission to the owner the SUBCONTRACTOR will be permitted to bill for this amount. Progress billings based upon initial submission and approval may be permitted. Closeout documents that can be submitted directly after approval of submittals by the architect should be submitted. Only upon final approval by WINTER JOHNSON, the Architect and their consultants (as necessary), and the Owner, the SUBCONTRACTOR will be permitted to bill 100% of this line item. **O&M manuals and closeout documents are to be submitted to WINTER JOHNSON 90 days prior to the contract scheduled date of substantial completion. Failure to do so will result in the withholding of funds by WINTER JOHNSON.**

c. Punch-list: SUBCONTRACTOR is required to list a line item on their Schedule of values representative of 5% of their SUBCONTRACT sum. SUBCONTRACTOR is required to inspect their own work during installation and after completion prior to requesting inspection by WINTER JOHNSON, the Architect, and the Owner. SUBCONTRACTOR will be required to provide written notice to WINTER JOHNSON that an area is ready for inspection. Notice must be accompanied with the written punch list produced by the SUBCONTRACTOR indicating they have inspected their own work and remedied any deficiencies noted. As areas of work are signed off by WINTER JOHNSON, the Architect and their consultants (as necessary), and the Owner, the SUBCONTRACTOR will be permitted to bill against this line item. **Failure to correct the punchlist with in the contract designated time will result in the withholding of funds by WINTER JOHNSON**.

B. Specific Requirements

WINTER JOHNSON GROUP

EXHIBIT C - SUPPLEMENTAL PRICE SCHEDULE

Unit Prices: The following unit prices shall be used in connection with the following items of Work:

Allowances: The Subcontract Price specified in the Subcontract includes the following allowances for the parts of the Work specified below, to be furnished by Subcontractor in accordance with the Contract Documents. All stated allowances included in this SUBCONTRACT are owned and managed by WINTER JOHNSON. SUBCONTRACTOR must notify WINTER JOHNSON in writing prior to spending allowances. In addition, SUBCONTRACTOR must fully document costs incurred with proper back-up submitted with each pay application.

SAMPLE DOCUMENT

EXHIBIT D-1

WINTER JOHNSON GROUP, A JOINT VENTURE

191 Peachtree Street – Suite 2100
Atlanta, Georgia 30309-2810

404/ 588-3300 FAX 404/ 965-3440

WINTER JOHNSON GROUP

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

SUBCONTRACTOR: _____

PROJECT DESCRIPTION: _____

Pay Application No. ____ Period: _____ Date: _____

			WINTER USE ONLY
1.	Original Contract Amount	$ _____	$ _____
2.	Approved Change Orders thru No. _____	$ _____	$ _____
3.	Current Contract Amount	$ _____	$ _____
4.	Value of Work Completed & Stored to Date (Column G)	$ _____	$ _____
	Materials Stored on Site (Column F) $ ____		
	Work Completed (Column G-F) $ ____		
5.	Less Amount Retained_____%	($) _____	($) _____
6.	Total Less Retainage	$ _____	$ _____
7.	Less Previously Certified	($) _____	($) _____
8.	AMOUNT DUE THIS REQUEST	$ _____	$ _____
			REVISED AMT DUE

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid to sub-subcontractors and sub-suppliers by the Contractor for Work for which previous Certificates of Payment were issued and paid from WINTER JOHNSON GROUP, A JOINT VENTURE, and that the amount requested is now due. Contractor acknowledges that any payment by WINTER JOHNSON is made in reliance upon this certification.

By: Title: Date:

APPLICATION CHECKLIST

1 ☐ Continuation Sheet (Schedule of Values) is attached to pay application (Exhibit D-2)
2 ☐ Interim Waiver and Release Upon Payment is attached to pay application (Exhibit D-3 - Form WJG 3086)
3 ☐ Contract Documents have been submitted: Subcontract, Insurance, Bonds or Subcontractor Default Program Forms (if req'd)
4 ☐ Sub-Subcontractor/Supplier Lien Waivers are attached to pay application (as required by Default Program)

☐

FOR WINTER JOHNSON USE ONLY

VENDOR#	JOB #	CONTRACT #	DUE DATE	DISCOUNT DATE	DISCOUNT AMT	SUPT. APPROVAL

PM APPROVAL	DATE OF APPROVAL

COMMENTS

SAMPLE DOCUMENT

HEET

AIA DOCUMENT G703

PAGE OF PAGES

D CERTIFICATION FOR PAYMENT, containing
ched.
ed to the nearest dollar.
able retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

	C	D	E	F	G		H	I
	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
					$0.00	$0.00	$0.00	

WINTER JOHNSON GROUP

SAMPLE

EXHIBIT D-3
INTERIM WAIVER AND RELEASE
UPON PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY WINTER JOHNSON GRO VENTURE (NAME OF CONTRACTOR) TO FURNISH_____(DESCRIBE AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS_____(TI PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF_____, COUNTY OF_____, OWNED BY_____(NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLO

_____

_____

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

UPON THE RECEIPT OF THE SUM OF $_____, THE MECHANIC AND/OR MATERIALMAN W RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPER RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND THROUGH THE DATE OF_____ AND EXCEPTING THOSE RIGHTS AND LIENS THAT THE MECHANIC AND/OR MATERIALMAN MIGHT HA RETAINED AMOUNTS, ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIG ON ACCOUNT OF SAID CONTRACTOR FOR SAID BUILDING OR PREMISES.

GIVEN UNDER HAND AND SEAL THIS_____DAY OF_____,_____.

_____
BUSINESS NAME

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, _____, AND NOTARIZED BY ME ON SAID DAY.

Name:_____
Title: _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____
(NOTARIAL SEAL)

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

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT E-1
WAIVER AND RELEASE
UPON FINAL PAYMENT

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY WINTER JOHNSON GROUP, A JOINT VENTURE (NAME OF CONTRACTOR) TO FURNISH_____(DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS_____(TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF_____, COUNTY OF_____, AND IS OWNED BY _____(NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
_____
_____
_____(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF $_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.
GIVEN UNDER HAND AND SEAL THIS_____DAY OF_____,_____.

_____(SEAL)
BUSINESS NAME

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, _____, AND NOTARIZED BY ME ON SAID DAY.

Name:_____
Title: _____

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____
(NOTARIAL SEAL)

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

WINTER JOHNSON GROUP

EXHIBIT F – SUBCONTRACT PERFORMANCE SCHEDULE

Without limiting any provisions contained in the Subcontract, Subcontractor shall perform the Work and its several parts according to the following schedule, as the same may be revised from time to time by WINTER JOHNSON pursuant to the terms of the Subcontract:

See attached Schedule, dated_____.

WINTER JOHNSON GROUP

EXHIBIT G - TEMPORARY SITE FACILITIES FURNISHED BY WINTER JOHNSON

Pursuant to the terms of the Subcontract, WINTER JOHNSON will furnish SUBCONTRACTOR with the following temporary site facilities and equipment:

1.

2.

3.

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT H
SUBCONTRACTOR PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS, THAT _____
_____(include business address)
hereinafter called the "Principal"), as Principal and _____
_____(include business address)
a corporation organized and existing under the laws of the State of_____(hereinafter called the "Surety"), as Surety, are held and firmly bound unto WINTER JOHNSON GROUP, A JOINT VENTURE (hereinafter called the "Obligee"), in the sum of _____
_____Dollars ($_____), plus any increase in the amount of the Subcontract Price, for the payment of which sum will and truly be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (hereinafter called the "Prime Contract"), by _____
_____for _____
_____and;

WHEREAS, the Principal has entered into a written Subcontract with Obligee, dated_____to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of _____
_____
_____
which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Subcontract and any and all modifications of said Subcontract that may hereafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The said Principal and the said Surety agree that this Bond shall inure to the benefit of all persons supplying labor and material in the prosecution of the work provided for in said Subcontract, as well as to the Obligee, and that such persons may maintain independent actions upon this Bond in their own names.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this_____day of_____, 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

Witness: By:_____
(Name and Title)

_____ _____
Or Secretary's Attest Signature

_____(Seal)
(Surety)

Witness: By:_____
(Name and Title)

_____ _____
Or Secretary's Attest (Signature)

Note: Attach Power of Attorney and Surety Financial Statement

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT I

SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, THAT _____ _____(include business address)hereinafter called the "Principal"), as Principal and_____include business address) a corporation organized and existing under the laws of the State of _____ _____(herein after called the "Surety"), as Surety, are held and firmly bound unto WINTER JOHNSON GROUP, A JOINT VENTURE (hereinafter called the "Obligee"), in the sum of _____ _____Dollars ($), plus any increase in the amount of the Subcontract Price, for the payment of which sum will and truly be made, the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee has been awarded a contract (herein after called the "Prime Contract"), by for ____ _____and;

WHEREAS, the Principal has entered into a written Subcontract with Obligee, dated _____ to perform, as Subcontractor, certain portions of the work in connection with said Prime Contract, consisting of ___ _____ _____which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the bounden Principal shall well and truly perform all the undertakings, covenant, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the Obligee, and during the life of any guaranty required under said Subcontract, and shall also well and truly perform all the undertakings, covenants, terms conditions and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said Obligee of and from any and all loss, damage, and expense, including costs and attorney's fees, which the said Obligee may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety agrees that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the said Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this_____day of_____, 20 , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

_____(Seal)
(Principal)

Witness: By:_____
(Name and Title)

_____ _____
Or Secretary's Attest Signature

_____(Seal)
(Surety)

Witness: By:_____
(Name and Title)

_____ _____
Or Secretary's Attest (Signature)

Note: Attach Power of Attorney and Surety Financial Statement

SAMPLE DOCUMENT

EXHIBIT J

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2012

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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Insurance Carrier	
INSURED	INSURER B : Insurance Carrier	
Name & Address of Insured	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** DO NOT USE **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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	Policy Number	Date	Date	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	Policy Number	Date	Date	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	Policy Number	Date	Date	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

Project:( ) Commercial General Liability (CGL), Automobile Liability (Auto) & Workers Compensation policies shall be endorsed to provide that the insurer waivers its rights of subrogation against Winter Johnson Group, A Joint Venture (TJG), the project Owner, and the Architect shall be named as Additional insured on the CGL Policy using either endorsement form CG 2010 (11/85 version) or CG 2010 (07/04 or later version AND CG 20 37 (07/04 or later version) or insurer equivalent which extends Product/Completed Operations coverage to Additional Insureds (NOTE: Insurer Equivalent endorsements must expressly state that Completed Operations coverage is extended to Additional Insureds.) Coverage afforded Additional Insureds under the CGL and Auto shall apply on a primary & Non Contributory basis as respects any other insurance maintained by the Additional Insured Parties. Umbrella Liability must "follow form" over the CGL, Auto and Employer's Liability. Insured warrants that the CGL and Umbrella Liability policies do not contain exclusions restricting coverage related to any aspect of residential construction.

CERTIFICATE HOLDER

Winter Johnson Group, A Joint Venture
191 Peachtree Street, Suite 2100 Atlanta, GA 30303
Attn:
Fax:
Phone:

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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EXHIBIT "J"

Clarifications of Winter Johnson Group, A Joint Venture
Insurance Requirements

Introduction
The following narrative is aimed at clarifying Winter Johnson Group, A Joint Venture's insurance requirements to assure that you are in compliance. If possible share the insurance requirements and this narrative with your agent or broker.

1. **Insurance Certificate Criteria:** The required certificate form is ACORD 25 (05/2010 edition) prepared for the specific project. Faxed COI'S will be accepted only from your insurance agent.

2. **Named Insured on Certificate**: It is important that the entity name depicted on the certificate Match the business name on your contract documents. If your company has multiple operating names, all should be included on the Certificate.

3. **Name Specific Project on the Certificate:** Certificate should show the specific project name in the description of operations space of the ACORD certificate. This makes it clear that the certificate is for a specific project, in the event you are working on several Winter Johnson Group projects, simultaneously.

4. **Winter Johnson Group, A Joint Venture's, Owner & Architect to be Named as Additional Insured:** Generally, your contract with Winter Johnson will require only these three entities be named as "Additional Insured", although occasionally the Owner Contract will require other entities be named as well. The requirement is imposed so that a claim arising from your work will be responded to by your policy, on your behalf and on behalf of Winter Johnson Group, the Owner and Architect.

Commercial General Liability: WINTER JOHNSON requires that in addition to listing WINTER JOHNSON, Owner and Architect as Additional Insureds on your certificate, endorsement form numbers CG 2010 (11/85) OR CG 2010 **and** CG 2037 (07/04) must be attached to your Certificate. These endorsements must state that Completed Operations coverage is extended to the Additional Insureds. Carriers' endorsement forms equivalent to CG 2010 and CG 2037 may be submitted provided that they state additional insured with Products/Completed Operations.
Automobile Liability: WINTER JOHNSON requires that in addition to listing WINTER JOHNSON, Owner, and Architect as Additional Insureds on your certificate, an Insurance Services Office (ISO) standard Additional Insured blanket endorsement or carrier's equivalent should be attached to your certificate.

5. **Waiver of Subrogation**: Typically, an insurance company will attempt to recover claim payments it has made from other parties that might have shared in some of the responsibility for the accident. This recovery process is called "subrogation". By requiring subs or suppliers and their insurers to waive that right of subrogation, we prevent WINTER JOHNSON from being claimed against due to an incident stemming from the work or activity or a sub or supplier. Just like the "additional insured" requirement, we are working to protect WINTER JOHNSON Group from having to respond to a claim arising out of the work of another party.

The Waiver of Subrogation is required with respect to subs CGL, Auto, Umbrella, and Workers Compensation policies, and should be specifically listed as such on your certificate.

6. **Umbrella Liability Requirement**: The umbrella policy provides an extra layer of protection above the Auto Liability, General Liability and Employer's Liability coverage. In some cases these primary policies may have limits of liability less than $1 million, but you may buy an Umbrella to give your firm limits greater than $1 million.

WINTER JOHNSON's standard requirements require a $1,000,000 umbrella liability limit excess of your primary CGL, Auto, and Work Comp/Employer's Liability. If you do not maintain this level of coverage presently, please have your agent or broker provide you with an umbrella liability policy to comply with the requirements of this project.

7. **Commercial General Liability Requirement**: The most common Commercial General Liability (CGL) policy limits are $1,000,000 per occurrence, a $1,000,000 personal and advertising injury limit, a $2,000,000 General Aggregate and $2,000,000 Products/Completed operations aggregate limit. Limits that are lower than this will not be accepted UNLESS an umbrella liability policy with a $1,000,000, or higher, limit is depicted on the certificate of insurance.

8. **Automobile Liability Requirement**: The minimum level of Auto Liability combined single limit (CSL) that you should have is $1,000,000, unless an Umbrella policy is shown on the certificate with a limit of $1,000,000 or more. This limit is really the norm and should not generate resistance from your insurer.

9. **Auto Liability: Split Limits Versus Combined Single Limits:** Most business auto policies are structured with a combined single limit; however, you might have a policy with "split limits" or separate limits for bodily injury or property damage. If the policy is structured in this manner, the limits should not be less than $500,000 bodily injury per person/$1,000,000 bodily injury for all persons/$250,000 property damage per accident. If you have split limits, an Umbrella policy with limits of $1,000,000 can be used to achieve WINTER JOHNSON's minimum required Auto liability limit of $1,000,000 per accident for bodily injury and property damage.

10. **Employers Liability**: Employers Liability is a "stop gap" coverage that addresses a few scenarios that would not fall within the scope of workers compensation coverage. It is written as a component of the workers compensation policy. While workers compensation statutes dictate limits, Employers Liability (EL) limits are specifically stated on the policy and would appear on the certificate. Minimum EL limits are $100,000 each accident/$100,000 per employee for Disease/$500,000 policy limit for Disease. An Umbrella Liability policy that includes your Workers Compensation/Employer's Liability limits would be provided by your Umbrella policy, if available.

11. **Form of Commercial General Liability Coverage: "Occurrence vs. Claims Made":** Unless expressly authorized by WINTER JOHNSON in advance of project commencement, your Commercial General Liability policy must be written on an "occurrence basis" (as opposed to a "claims-made" basis). This means that the policy will respond to any injury or damage that OCCURS during the policy period regardless of when the claim might be made. Under the General Liability section of the Certificate, the box beside "Occurrence" should be checked.

12. **CGL General Aggregate Limits - Per Project:** We require that your CGL policy's General Aggregate limit applies separately to this project. By doing so we eliminate concerns that the limit could be eroded due to claims from other projects that you are working on. The "Project" box in the CGL section of the Certificate should be checked or the words "Per Project" should be typed in this section.

13. **Additional Insured Protection for WINTER JOHNSON to be "Primary and Non-Contributory":** We require subcontractors to have the additional insured language structured so that it is "primary and noncontributory" as respect insurance WINTER JOHNSON maintains. This means that your policy must respond in defense of WINTER JOHNSON first and with no contribution of coverage from WINTER JOHNSON's policies.

14. **Automobile Liability Coverage – Covered Vehicles:** The Automobile requirements are in place to make sure an accident involving your vehicle would be covered whether it is owned by you, "Hired" (rented/leased) or "non owned", meaning your employee's use of his/her own car on your company business. On the certificate we are looking for the "any auto" box to be checked, but if not, at least the "all owned autos", "hired" and "non owned" boxes on the certificate should be checked.

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT K

WARRANTY

SUBCONTRACTOR/VENDOR:	
GENERAL CONTRACTOR:	**WINTER JOHNSON GROUP, A JOINT VENTURE**
OWNER:	
PROJECT:	
CONTRACT NO.:	
SCOPE	
SPECIFICATION SECTION:	

We, the SUBCONTRACTOR/VENDOR for the above stated scope of work as described in the above stated specification section, do hereby warrant that all materials furnished in conjunction with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of one year from Date of Substantial Completion.

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same shall upon written notice by the OWNER be made good by the SUBCONTRACTOR/VENDOR at no expense to the OWNER.

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

Sworn to and subscribed before me this_____day of_____, 20___.

For:_____
(SUBCONTRACTOR/VENDOR)

_____
Notary Public
My commission expires:_____

By:_____

Title:_____

Date:_____

WJG-3193 (rev 10/04)

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT L

IMMIGRATION AND SECURITY AFFIDAVIT

The undersigned, being duly sworn, do hereby make oath and state that the facts stated herein are true and correct to the best of my knowledge, information and belief.

The undersigned Subcontractor is in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), Pub.L. 99-603 and the Georgia Security and Immigration Compliance Act O.C.G.A. § 13-10-90 et. seq., stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with WINTER JOHNSON GROUP, A JOINT VENTURE has registered with and is participating in a federal work authorization program, including but not limited to E-Verify or any other verification of work authorization program required by federal, state or local law. The undersigned further affirmatively states that all employees working on the _____project (the "Project") have been or will be verified using such programs, and that it has secured a similar affidavit from all sub-subcontractors working on the Project.

_____

E-Verify User Identification Number

_____ _____

Signature Title

_____

Name of Subcontractor

Subscribed before me this

_____day of_____, 2011.

_____

NOTARY PUBLIC

My Commission Expires: _____

WINTER JOHNSON GROUP

SAMPLE DOCUMENT

EXHIBIT M

SALES TAX PAYMENT AFFIDAVIT

I,_____of _____ (Subcontractor),_____(Street),_____(City) _____(State), (hereinafter called "Subcontractor") and is duly authorized to make this Affidavit for and on behalf of Subcontractor, do hereby acknowledge that all Georgia sales tax has been paid on all materials at the time of purchase.

Project _____

Project No. _____

For: _____
(Subcontractor)

By: _____

Sworn to and subscribed before me this
___ day of_____, 20__

_____
Notary Public

My Commission Expires __

WINTER JOHNSON GROUP

BID PACKAGE 08.04

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete SKYLIGHTS / MONITORS PACKAGE in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Spec Section: Division 01 General Requirements
08 6200 Unit Skylights

B. Special Requirements: SPECIALTY GLAZING – SKY LIGHTS

3 - 3'x7' Sky Light / Monitor
Factory-assembled glazing in aluminum frame
Low-E Insulated
Fixed non-operable Single Slope
Base Flashing @ Curb

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete Plastic Toilet Compartments / Toilet, Bath, and Laundry Accessories / Fire Protection Specialties / Visual Display Boards in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Div. 01 - General Requirements

10 1101 Visual Display Boards

10 2113.19 - Plastic Toilet Compartments

10 2800 - Toilet, Bath, and Laundry Accessories

10 4400 - Fire Protection Specialties

B. Special Requirements:

1. Subcontractor shall furnish all necessary shop drawings and submittal packages, including maintenance data, by no later than XXXX XX, 2014.

2. Furnish samples and color charts for selection by Architect. All colors or exposed surfaces shall be as selected by the Architect.

3. Any re-submittals shall be returned to Winter Johnson's office within seven (7) days of receipt of rejected submittal / shop drawing.

4. Lead times on items shall not exceed the following:
   A. Toilet partitions 6 weeks
   B. Toilet accessories 3 weeks
   C. Fire extinguishers 1 week
   D. Fire extinguisher cabinets 4 weeks

5. Subcontractor is responsible for all field measurements.

6. Coordinate with other trades in work area as required, including Owner's contractors.

7. Examine substrates and conditions to receive items included under this Subcontract. Notify Winter Johnson of any unsatisfactory conditions and do NOT proceed with installation until such conditions have been corrected. Commencement of work shall constitute acceptance of subsurface by this Subcontractor.

8. Any work that is found to be unacceptable shall be removed and replaced at no cost within two (2) days. Subcontractor agrees to provide labor, materials, and equipment as required to maintain construction schedule and as directed by Winter Johnson.

9. Any cost associated with remedial work required as a result of this supplier's improper fabrication will be this Subcontractor's responsibility.

10. Multiple deliveries and mobilizations are included as required and directed by Winter Johnson.

11. Subcontractor shall receive, unload, unpack, assemble, install, fasten and level all items to be installed as part of this Subcontract. All materials are to be stocked, stored, and protected to insure that the stored materials or the surrounding surfaces sustain no damage. Pack accessories individually in a manner to protect each accessory and its finish. Stockpile areas shall be coordinated with Project Superintendent.

12. Subcontractor shall handle all items in a careful manner to prevent damage to furnishings or adjacent surfaces. Damages to surrounding finished work shall be repaired and/or replaced by the responsible party.

13. Subcontractor shall install all items included under this Subcontract at locations indicated on contract documents and in accordance with manufacturer's recommendations. Subcontractor shall not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

14. Install all items included under this Subcontract plumb, level, and true to line per the installation requirements in the contract documents.

15. Secure all fasteners according to manufacturer's installation instructions.

16. Coordinate with gypsum installer regarding locations for all in-wall blocking and strapping required for this scope of work including, but no limited to, locations of grab bars, towel shelves, and towel bar accessories. In-wall blocking to be provided by others. In-wall blocking shall be coordinated before installation of gypsum walls. Any blocking or framing required for installation but not installed due to lack of coordination with Winter Johnson will be supplied and installed by this Subcontractor, and all damages to others work compensated for by this Subcontractor.

17. All caulking and sealant required for this work is included.

18. Remove all temporary protective coverings and strippable film as soon as each item is installed. Upon completion of installation, clean finished surfaces per the contract documents. This includes removing all protective coatings and stickers.

19. Preparation and installation shall be done in accordance with the contract documents.

20. All warranties as specified in contract documents are included.

21. Furnish all attic stock as required

22. All LEED requirements specified for this scope shall be met and documented.

Toilet Partitions

23. Provide and install all toilet compartments and urinal screens in accordance with all ANSI, ASTM, NEMA, OSHA standards, and the Contract Drawings and Specifications. Subcontractor is responsible for all quantities of toilet partitions and urinal screens as noted in the Contract Documents.

24. Furnish all materials and components including, but not limited to, plastic laminate, phenolic, particleboard, stainless steel, adhesive, hardware, accessories, and fasteners.

25. Provide all necessary bracing and supports for the toilet partitions required for a proper installation and in accordance with the Contract Documents.

26. Fabrication and installation shall be done upon field verification of all dimensions and in accordance with the contract documents. Subcontractor is responsible for all layout and field dimensioning of toilet partitions.

27. Mount all products at the height and location specified in the contract documents.

28. Make cutouts in divider partitions to properly fit and receive specified accessories.

29. All installation shall comply with the ADA code.

30. Do not deliver toilet partitions or accessories to the Project site until rooms are ready to receive them.

31. Pack partitions and accessories individually in a manner to protect each accessory and its finish.

Toilet Accessories

32. Provide and install all toilet accessories in accordance with all ANSI, ASTM, NEMA, OSHA standards, and the Contract Drawings and Specifications. Subcontractor is responsible for all quantities of toilet accessories as noted in the Contract Documents.

33. Furnish all materials and components including, but not limited to stainless steel, adhesive, hardware, accessories, and fasteners.

34. Adjust accessories operating parts for correct operation.

35. Turn over all accessory keys to the Winter Johnson project engineer, labeled and bagged. Do not leave accessory keys taped to accessories.

36. Subcontractor is to provide and install all partitions and accessories as indicated in the contract documents including, but not limited to:

    a) Paper towel dispensers
    b) Soap dispensers
    c) Toilet paper dispensers
    d) Baby changing station
    e) Toilet partitions
    f) Trash bins

g) Grab bars (see elevations for sizes)
h) Coat hooks
i) Mirrors

Fire Extinguishers and Cabinets

37. Furnish and install all new fire extinguishers, cabinets, mounting brackets and accessories as required by specifications and as indicated on the contract documents.

38. Obtain all fire extinguishers and cabinets from a single source manufacturer.

39. Glass as specified for cabinets is included.

40. Touch up of pre-painted surfaces is included.

41. Fire-rated cabinets shall be UL listed with the UL listing mark for type, rating, and classification of extinguisher.

42. Provide cabinet finish as required by the specifications.

43. Provide identification on the fire extinguishers and cabinets as required by the specifications.

44. Provide a color chart to allow the Architect to choose the cabinet color from the specified manufacturer's standard choices.

45. Furnish and install all fire extinguisher cabinets with fire rated cabinet option where required.

46. Protect cabinets with plastic or paper prior to shipment.

47. Identify fire extinguisher cabinets with lettering spelling "FIRE EXTINGUISHER" painted on door. Provide lettering on door as indicated in contract documents, or if not indicated, as selected by Architect from manufacturer's standard letter size, style, colors and layouts.

48. Subcontractor to furnish semi-recessed cabinets where wall thickness will not accommodate fully recessed cabinets.

Visual Display Boards

49. Subcontractor shall furnish all necessary shop drawings and submittal packages, including maintenance data, by no later than XXXX XX, 2014.

50. Furnish samples and color charts for selection by Architect. All colors or exposed surfaces shall be as selected by the Architect.

51. Any re-submittals shall be returned to Winter Johnson's office within seven (7) days of receipt of rejected submittal / shop drawing.

52. Lead times on items shall not exceed the following:
    E. Marker Boards 6 weeks
    F. Tack Boards 6 weeks

53. Subcontractor is responsible for all field measurements.

54. Coordinate with other trades in work area as required, including Owner's contractors.

55. Examine substrates and conditions to receive items included under this Subcontract. Notify Winter Johnson of any unsatisfactory conditions and do NOT proceed with installation until such conditions have been corrected. Commencement of work shall constitute acceptance of subsurface by this Subcontractor.

56. Any work that is found to be unacceptable shall be removed and replaced at no cost within two (2) days. Subcontractor agrees to provide labor, materials, and equipment as required to maintain construction schedule and as directed by Winter Johnson.

57. Any cost associated with remedial work required as a result of this supplier's improper fabrication will be this Subcontractor's responsibility.

58. Multiple deliveries and mobilizations are included as required and directed by Winter Johnson.

59. Subcontractor shall receive, unload, unpack, assemble, install, fasten and level all items to be installed as part of this Subcontract. All materials are to be stocked, stored, and protected to insure that the stored materials or the surrounding surfaces sustain no damage. Pack accessories individually in a manner to protect each accessory and its finish. Stockpile areas shall be coordinated with Project Superintendent.

60. Subcontractor shall handle all items in a careful manner to prevent damage to furnishings or adjacent surfaces. Damages to surrounding finished work shall be repaired and/or replaced by the responsible party.

61. Subcontractor shall install all items included under this Subcontract at locations indicated on contract documents and in accordance with manufacturer's recommendations. Subcontractor shall not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

62. Install all items included under this Subcontract plumb, level, and true to line per the installation requirements in the contract documents.

63. Secure all fasteners according to manufacturer's installation instructions.

64. Coordinate with gypsum installer regarding locations for all in-wall blocking and strapping required for this scope of work. In-wall blocking to be provided by others. In-wall blocking shall be coordinated before installation of gypsum walls. Any blocking or framing required for installation but not installed due to lack of coordination with Winter Johnson will be supplied and installed by this Subcontractor, and all damages to others work compensated for by this Subcontractor.

65. Remove all temporary protective coverings and strippable film as soon as each item is installed. Upon completion of installation, clean finished surfaces per the contract documents. This includes removing all protective coatings and stickers.

66. Preparation and installation shall be done in accordance with the contract documents.

67. All warranties as specified in contract documents are included.

68. Furnish all attic stock as required

69. All LEED requirements specified for this scope shall be met and documented.

WINTER JOHNSON GROUP

BID PACKAGE 10.02

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete ALUMINUM WALKWAY CANOPY PACKAGE in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Spec section: Division 01 General Requirements

B. Special Requirements:

1. Furnish all labor, materials, taxes, supervision, equipment, fuels, transportation, insurance and incidentals necessary to provide all ALUMINUM WALKWAY AND WALL CANOPIES in accordance with the contract documents as they relate to the work of this Subcontract. Perform all work to the satisfaction of the Owner, Architect and General Contractor and in compliance with local, national and industry building codes.
2. Subcontractor to provide Engineered shop drawings and calculations for design to be prepared and stamped by Engineer registered in state of GA, for review and approval.
3. Provide all columns, beams, roofing, trim, flashing, gutters, downspouts, support hangers, fasteners, attachments, etc. for complete system.
4. Provide Styrofoam footing block-outs, to be installed by others, and grouting of columns at footing after installation or as per design.
5. Subcontractor to coordinate with Winter Johnson all locations of wall blocking needed for attachment.
6. Subcontractor to provide all warranties, affidavits, lien waivers as part of closeout documents.
7. All LEED requirements specified for this scope of work shall be met and documented.

WINTER JOHNSON GROUP

BID PACKAGE 10.08

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete INTERIOR & EXTERIOR SIGNAGE in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Drawings/Spec Section: Signage Standards and Guidelines, dated 8/8/2014
Division 3 – Concrete
Division 4 – Masonry
Division 6 – Woods and Plastics
Division 7 – Thermal and Moisture Protection
Division 8 – Doors and Windows
Division 11 - Furniture

B. Special Requirements:

1. Provide material and labor to install all interior and exterior: graphics, signage, signage lighting, wayfinding, plaques, posts, pedestals, and/or supports as shown or inferred from the contract documents.
2. SUBCONTRACATOR will provide full submittals no more than 2 weeks after award of contract. Submittals to include shop drawings, product data, color selections, samples, and prototypes for Architect Approval.
3. Examine all substrates prior to starting work and notify WINTER JOHNSON in writing of any unsatisfactory conditions. Commencement of work shall constitute acceptance of subsurface by this SUBCONTRACTOR.
4. Any Work that is found to be unacceptable shall be removed and replaced at no cost within two (2) days. SUBCONTRACTOR agrees to provide labor, materials, and equipment as required to maintain construction schedule as directed by WINTER JOHNSON.
5. Signs are to meet ADA requirements.
6. All mounting hardware, supports, trim pieces, anchorages, inserts, and embeds, etc. required for a complete installation is included in subcontract amount.
7. SUCONTRACTOR is responsible for all coordination with other subcontractors required for the performance of this work.
8. Protect all adjacent surfaces during installation of signs.
9. Provide all required lifts and hoisting for this performance of this scope of work.
10. Field measurements and any associated travel costs are included in this contract. Multiple mobilizations and deliveries are also included.
11. SUBCONTRACTOR includes all caulk, sealants, and grout required for a complete installation, including where this scope of work is abutting or adjacent to the work of others.

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete Horizontal Louver Blinds / Window Shades in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Div. 01 - General Requirements

12 2113 - Horizontal Louver Blinds

12 2400 - Window Shades

B. Special Requirements:

1. Furnish all horizontal louver blinds as specified in the contract documents.

2. Install Horizontal Louver Blinds at all windows in Rm #01, #04, #05, #10, #10a, #19, #21, #22.

3. Install Motorized Shades in East and West walls of Open Area; West and partial South of Pgrm Rm.

4. Where one window falls within multiple interior rooms, separate blinds are required for each room.

5. Multiple mobilizations, as required, are included.

6. Subcontractor shall furnish all necessary shop drawings and product data packages by no later than xx/xx/2014.

7. Any re-submittals shall be returned to Winter Johnson's office within seven (7) days of receipt of rejected submittal/shop drawing.

8. Lead time on all items being furnished under this Subcontract shall not exceed four (4) weeks.

9. Furnish samples and color charts for selection by Architect. All colors or exposed surfaces shall be as selected by the Architect.

10. Obtain each type of horizontal louver blind from one source and by a single manufacturer.

11. Any work that is unacceptable shall be removed and replaced at no cost within two (2) days. Subcontractor agrees to provide labor, materials, and equipment as required to maintain construction schedule and as directed by Winter Johnson.

12. Multiple deliveries and installations are included as required and as directed by Winter Johnson.

13. Subcontractor shall provide all labor, material and equipment to complete the distribution of all items included under this Subcontract and related materials from point of delivery at project site to the area of use.

14. Protect all adjacent surfaces during delivery and installation.

15. All materials shall be shipped with a protective covering, which will remain in place until completion of installation.

16. Examine substrates and conditions to receive items included under this Subcontract. Notify Winter Johnson of any unsatisfactory conditions and do NOT proceed with installation until such conditions have been corrected. Commencement of work shall constitute acceptance of subsurface by this Subcontractor.

17. Install all items included under this Subcontract plumb, level, and true to line per the installation requirements in the contract documents.

18. Coordinate with other trades in work area as required, including Owner's contractors.

19. Only specified manufacturers and finishes shall be utilized.

20. Clean blind surfaces according to the manufacturer's recommendations after installation.

21. Remove all excess material, packaging, debris, etc. to the onsite dumpster. Leave installation areas neat, clean, and ready for use.

22. Do not remove warning labels from blinds after installation.

23. After installation, adjust all blinds to ensure proper installation.

24. Subcontractor will report any defects in the work area to receive shades to Winter Johnson, in writing, prior to commencing work.

25. Field measurements are included in this Subcontract.

26. Provide color charts as required to allow for the architect's selection.

27. Remove all excess material, packaging, debris, etc. to the on-site dumpster. Leave installation areas neat, clean, and ready for use.

28. Subcontractor will provide a window treatment schedule for window blinds in each room and shall use the room designations found on the contract documents.

29. Furnish all attic stock as required.

30. All LEED requirements specified for this scope shall be met and documented.

EXHIBIT B - WORK

SUBCONTRACTOR shall prosecute and complete the following work:

Furnish all labor, materials, taxes, supervision, equipment, insurance and incidentals necessary to provide a complete FURNITURE PACKAGE in accordance with the referenced plans and specifications and in compliance with local, national and industry building codes. The following items are included as part of this Subcontract and are listed for clarification only. They are not intended to limit the scope of work nor do they diminish this SUBCONTRACTOR'S obligation to provide a complete installation. The scope of work includes, but is not limited to, the following:

Spec Section: Interior Furniture Specifications, dated 7/24/14
Drawings: CM Provided furniture plan, dated 7/24/14

B. Special Requirements:

1. Subcontractor shall provide all furniture as specified.
2. Subcontractor shall include material delivery and installation of furniture. All packing material associated with furnishings to be removed by this contractor.
3. Subcontractor shall verify all electrical and data requirements are shown on contract documents.

1. Subcontractor shall furnish all necessary shop drawings and submittal packages, including maintenance data, by no later than XXXX XX, 2014.

2. Furnish samples and color charts for selection by Architect. All colors or exposed surfaces shall be as selected by the Architect.

3. Any re-submittals shall be returned to Winter Johnson's office within seven (7) days of receipt of rejected submittal / shop drawing.

4. Subcontractor is responsible for all field measurements.

5. Coordinate with other trades in work area as required, including Owner's contractors.

6. Examine substrates and conditions to receive items included under this Subcontract. Notify Winter Johnson of any unsatisfactory conditions and do NOT proceed with installation until such conditions have been corrected. Commencement of work shall constitute acceptance of subsurface by this Subcontractor.

7. Any work that is found to be unacceptable shall be removed and replaced at no cost within two (2) days. Subcontractor agrees to provide labor, materials, and equipment as required to maintain construction schedule and as directed by Winter Johnson.

8. Any cost associated with remedial work required as a result of this supplier's improper fabrication will be this Subcontractor's responsibility.

9. Multiple deliveries and mobilizations are included as required and directed by Winter Johnson.

10. Subcontractor shall receive, unload, unpack, assemble, install, fasten and level all items to be installed as part of this Subcontract. All materials are to be stocked, stored, and protected to insure that the stored materials or the surrounding surfaces sustain no damage. Pack accessories

individually in a manner to protect each accessory and its finish. Stockpile areas shall be coordinated with Project Superintendent.

11. Subcontractor shall handle all items in a careful manner to prevent damage to furnishings or adjacent surfaces. Damages to surrounding finished work shall be repaired and/or replaced by the responsible party.

12. Subcontractor shall install all items included under this Subcontract at locations indicated on contract documents and in accordance with manufacturer's recommendations. Subcontractor shall not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval and only to the extent needed to comply with performance requirements. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

13. Install all items included under this Subcontract plumb, level, and true to line per the installation requirements in the contract documents.

14. Secure all fasteners according to manufacturer's installation instructions.

15. Coordinate with gypsum installer regarding locations for all in-wall blocking and strapping required for this scope of work. In-wall blocking to be provided by others. In-wall blocking shall be coordinated before installation of gypsum walls. Any blocking or framing required for installation but not installed due to lack of coordination with Winter Johnson will be supplied and installed by this Subcontractor, and all damages to others work compensated for by this Subcontractor.

16. Remove all temporary protective coverings and strippable film as soon as each item is installed. Upon completion of installation, clean finished surfaces per the contract documents. This includes removing all protective coatings and stickers.

17. Preparation and installation shall be done in accordance with the contract documents.

18. All warranties as specified in contract documents are included.

19. Furnish all attic stock as required

4. All LEED requirements specified for this scope shall be met and documented.