



SUBCONTRACT AGREEMENT

Genoa Construction Services, Inc., a Georgia corporation ("Contractor"), hereby enters into this Subcontract Agreement ("Subcontract") with **NAME OF SUBCONTRACTOR**, a Georgia corporation ("Subcontractor"). Contractor anticipates entering into various contracts with Owners (the "General Contract") to furnish work, labor, and services for the construction of projects (the "Projects"). Contractor and Subcontractor anticipate entering into subcontract agreements on some of the Projects, as may be agreed to by the parties and authorized and defined in executed Work Release Orders, on the form attached hereto as Exhibit A and made a part hereof. Contractor and Subcontractor desire to agree in advance to the general terms and conditions that will govern and apply to all work authorized in executed Work Release Orders.

WITNESSETH: That Contractor and Subcontractor, for the consideration of the preceding recitals, which are contractual, agree as follows:

GENERAL TERMS AND CONDITIONS

1. Contract Documents.

The Contract Documents for this Subcontract shall consist of this Subcontract, executed Work Release Order, the General Contract (including General, Supplementary, and other Conditions), the Plans and Specifications for the Project. The General Contract and Plans and Specifications, along with any other Contract Documents applicable to Subcontractor's work, shall be identified in the executed Work Release Order for each Project. All of the documents made a part of this Subcontract shall be available for inspection by the Subcontractor upon its request. Subcontractor shall be bound to Contractor by the terms of this Subcontract and of the General Contract between the Owner and Contractor and shall assume toward Contractor all the obligations and responsibilities which Contractor, by those documents, assumes toward Owner, insofar as applicable to this Subcontract, provided that where any provision of the General Contract between Owner and Contractor is inconsistent with any provision of this Subcontract, the terms of this Subcontract shall govern. The following documents attached hereto are expressly agreed to be a part of this Subcontract and binding upon the parties hereto for all work authorized and defined in an executed Work Release Order.

- Exhibit A: Work Release Order Form
- Exhibit B: Labor and Material Payment Bond
- Exhibit C: Subcontractor Performance Bond
- Exhibit D: Interim Waiver and Release Upon Payment
- Exhibit E: Warranty of Construction
- Exhibit F: Application for Payment
- Exhibit G: Waiver and Release Upon Final Payment
- Exhibit H: Subcontractor's Daily Report
- Exhibit I: Change Order

2. Investigation.

Subcontractor has determined, by its own investigation and research, all the conditions affecting the work to be done and materials to be furnished and does not rely upon any representation by Contractor in connection therewith.

3. Progress Payments.

a. Prior to submitting its first monthly Application for Payment, at the request of Contractor, Subcontractor shall submit, for Contractor's approval, a pay request breakdown form listing the major elements of the Subcontract and the dollar value of each. This form shall be completed by Subcontractor each month to show the proportionate amount of each element completed to date and submitted to Contractor attached to a completed and notarized copy of the Application for Payment form attached to the Subcontract as Exhibit F. Payments made to Subcontractor in any month without said form being submitted shall not be a waiver of Contractor's right to demand such form prior to Contractor's approval of any subsequent Applications for Payment.

b. c. Subcontractor shall submit its monthly Application for Payment at least five (5) days before Contractor is required to submit its monthly payment application to Owner. In the event Subcontractor fails to comply with this requirement, Subcontractor shall not be entitled to payment until the following payment period.

c. Contractor shall retain ten percent (10%) of the gross amount of each monthly Application for Payment or ten percent (10%) of the portion thereof approved for payment, whichever is less; such sum shall be accumulated and not be released to Subcontractor until final payment is due.

d. Contractor shall make payment to Subcontractor within ten (10) calendar days of like payment being made by Owner to Contractor.

e. Monthly progress payments to Subcontractor shall in no way imply approval of Subcontractor's work.

f. At Contractor's option, and as a condition precedent to payment, each Application for Payment shall be accompanied by (a) an affidavit showing that all of Subcontractor's materials, labor and other bills have been paid and (b) a partial waiver of lien in the amount of all previous payments made to Subcontractor and the amount of Subcontractor's pending Application for Payment on the form attached hereto as Exhibit D. The affidavit shall be on a form approved by Contractor. Contractor shall not be required to pay any Application for Payment of Subcontractor until these affidavits and waivers are furnished by Subcontractor. Contractor reserves the right to demand and receive similar affidavits and waivers of lien from Subcontractor's subcontractors and suppliers as a condition precedent to payment being due Subcontractor.

g. Advance payment up to the full Subcontract Amount may be made by Contractor if, in the opinion of Contractor and in its sole discretion, such advance is considered proper to aid Subcontractor in the performance of this Subcontract.

h. Subcontractor agrees that Contractor shall be under no obligation to pay Subcontractor for any work done on the Project until Contractor has been paid therefor by Owner. The provisions hereof, stating the time of progress and final payments and the amount thereof are subject to the condition that Contractor shall receive from Owner progress or final payments in at least the amounts payable to Subcontractor on account of work done by Subcontractor on the Project; otherwise the time when such payments shall be due Subcontractor shall be postponed until Contractor has received same from Owner. Subcontractor expressly contemplates that payments to it are contingent upon Contractor's receiving payment from Owner, Subcontractor expressly agreeing to accept the risk that it will not be paid for work performed by it in the event that Contractor is not paid by Owner for such work. Subcontractor states that it relies primarily for payment for work performed on the credit and ability to pay of Owner, and not of Contractor, and thus Subcontractor agrees that payment by Owner to Contractor for work performed by Subcontractor shall be a condition precedent to any payment obligation of Contractor to Subcontractor. Subcontractor agrees that the liability of the surety on Contractor's payment bond, if any, for payment to Subcontractor, is subject to the same conditions precedent as are applicable to Contractor's liability to Subcontractor.

4. Final Payment.

Subject to Sections 5 and 18 of these General Terms and Conditions, Contractor shall make final payment to Subcontractor after work is complete and accepted by Owner and Architect, and within 15 calendar days of Contractor's receipt of payment from the Owner, provided, as explicit conditions precedent to the accrual of Subcontractor's right to final payment, that like payment shall have been made by Owner to Contractor and further provided that Subcontractor shall have furnished Contractor with a properly executed and notarized Application for Payment on the form attached hereto as Exhibit F and Final Lien Waiver on the form attached hereto as Exhibit G. Subcontractor's acceptance of final payment shall constitute a full and final waiver of any and all claims by Subcontractor against Contractor arising out of this Subcontract or otherwise related to the Project.

5. Drawings, Submittals and Daily Reports.

Subcontractor shall carefully examine specification requirements for approval material to be submitted such as shop drawings, data, schedules and samples. Subcontractor shall submit such material at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. If "in-place" or "as-built" drawings are required by the Contract Documents, these shall be prepared and submitted to Contractor before final payment is requested.

When requested in writing by Contractor, Subcontractor shall complete and submit to Contractor on a daily basis, on the form attached to the Subcontract Agreement as Exhibit H, a report of Subcontractor's work for the preceding day.

6. Commencement, Completion of the Work and Time Extensions.

Time is of the essence of this Subcontract. Subcontractor agrees to supply materials, labor and equipment as necessary to commence its work when directed by Contractor. Subcontractor shall diligently pursue the completion of its work and coordinate its work with that being done on the Project by Contractor and other trades so that its work or the work of others shall not be delayed or impaired by any act or omission of an act by Subcontractor. Contractor shall have complete control of the Project and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors and, in general, all matters representing the timely and orderly conduct of the work of Subcontractor on the Project. Contractor may prepare a coordinated Progress Schedule for the benefit of Contractor and all subcontractors, and, if he does so, Subcontractor is required, after reasonable written notice, to provide Contractor promptly with such scheduling information as Contractor may demand and to perform its work in accordance with such Schedule or as it may be modified by Contractor as work progresses.

Should Subcontractor be obstructed or delayed in the prosecution or completion of the work as a result of unforeseeable causes beyond the control of Subcontractor and not due to his fault or neglect, including but not restricted to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, or quarantine regulation, Subcontractor shall notify Contractor in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Subcontractor may have had to a time extension or additional compensation on account of such delay. Contractor will transmit to Owner or Owner's representative a request for extension of time stating the cause of delay asserted by Subcontractor, and Subcontractor shall thereupon become entitled to only such extensions of time for completing the work as Owner or Owner's representative may grant, because of such unforeseeable causes, Owner's or its representative's decision on Subcontractor's time extension request being final and conclusive upon Subcontractor.

No interruption, cessation, postponement or delay in the commencement of the work or in the progress thereof from any cause whatever, including but not limited to disputes, shall relieve Subcontractor of its duty to perform or give rise to any right to damages or additional compensation from Contractor, it being understood that a time extension is Subcontractor's sole remedy for delay, except to the extent that damages or additional compensation is paid to Contractor by Owner for the account of Subcontractor for such delay. In any event, Subcontractor shall diligently proceed with the work as directed by Contractor.

7. Changes in the Work.

Contractor shall have the right at any time during the progress of the work to increase or decrease the Scope of the Work in the Subcontract. Promptly after being notified of a change by Contractor, Subcontractor shall submit an itemized estimate of any cost increases or savings it foresees as a result of the change. It is expressly agreed that, except in an emergency endangering life or property, no additions or changes to the work shall be made except upon written order of Contractor, and Contractor shall not be liable to Subcontractor for any extra labor, materials or equipment furnished without such written order. No officer, employee or agent of Contractor is authorized to direct any extra or changed work by verbal order.

Nothing herein contained shall excuse Subcontractor from proceeding promptly with the prosecution of the work as ordered in writing by Contractor, and failure to do so shall constitute a breach of this Subcontract. Subcontractor shall promptly perform changes ordered in writing by Contractor. The Work Release Order Amount shall be adjusted in the manner as Contractor and Subcontractor shall mutually agree. A Change Order in the form attached as Exhibit I to the Subcontract Agreement shall be issued and executed promptly after an agreement is reached between Subcontractor and Contractor. In the event that Contractor and Subcontractor are unable to agree on the proper adjustment to the Subcontract Amount for a change, Subcontractor shall, nevertheless, promptly perform said change, and the Subcontract Amount shall be adjusted as follows:

For changes initiated by Owner, Architect or their representative, the Subcontract Amount shall be adjusted only in the amount approved by Owner for the change less the amount of Contractor's markup on said work. Any statement herein to the contrary notwithstanding, in no event shall Contractor be liable to Subcontractor for an amount greater than the amount received by Contractor from Owner for such changes, less the amount of Contractor's markup on said work. For changes initiated by Contractor, not pursuant to a change by Owner or Architect, the Subcontract Amount shall be adjusted only in the amount of the increase or decrease of Subcontractor's direct labor, equipment, material and subcontract costs (without overhead or profit markups) as a result of the change (including allowance for labor burden costs) plus an agreed upon markup for overhead and profit.

If Subcontractor initiates a substitution, deviation or change in the work which affects the Scope of Work or causes expense to Contractor or other contractors or subcontractors, Subcontractor shall be liable for the expenses thereof, including overhead and profit markups.

Contractor shall have the right to conduct an audit of Subcontractor's books and records to verify the accuracy of Subcontractor's claim with respect to Subcontractor's costs associated with any change in the Scope of Work. In the event that Subcontractor performs any work on a cost reimbursable basis, Contractor shall likewise have the right to conduct an audit of Subcontractor's books and records to verify the accuracy of Subcontractor's claimed costs.

8. Defective Work and Claims.

Without in any manner limiting Contractor's other rights and remedies hereunder, payments otherwise due Subcontractor may be withheld by Contractor on account of defective work not remedied, failure to maintain proper progress of the work, claims filed, reasonable evidence indicating probability of filing of claims, failure of Subcontractor to make payments properly to its subcontractors or for material or labor, or a reasonable doubt that the Subcontract can be completed for the balance then unpaid. If any of said problems are not removed promptly, Contractor, after reasonable written notice, may rectify the same at Subcontractor's expense. Contractor may offset against any sums due Subcontractor hereunder the amount of any liquidated or unliquidated obligations of Subcontractor to Contractor, whether or not arising out of the Contract Documents.

9. Liens.

Subcontractor will save and keep the Project free from all mechanics' liens and all other liens by reason of its work or of any materials or other things used by it therein. If Subcontractor fails to remove any lien by bonding it, or otherwise, Contractor, among other remedies, may retain sufficient funds out of any money due or thereafter to become due by Contractor to Subcontractor to pay the same and all costs incurred by reason thereof, and may pay said lien or liens and Contractor's costs associated with the lien or liens including reasonable attorneys' fees out of any funds at any time in the hands of Contractor owing to Subcontractor.

10. Indemnification and Insurance.

a. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Contractor and Owner from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorneys' fees, and reimburse Owner and Contractor for any expense, damage or liability incurred by Owner or Contractor whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen from the acts or omissions of Subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made or lawsuits filed by employees of Subcontractor or employees of anyone for whose acts Subcontractor may be liable, and claims made or lawsuits filed by employees of Contractor and/or Owner. The foregoing indemnification does not apply to claims arising out of the gross negligence or willful misconduct of Contractor. Subcontractor further agrees to reimburse Contractor for all costs and expenses, including attorneys' fees, incurred to enforce these indemnity obligations.

b. Subcontractor shall procure, maintain during the life of this Subcontract (and thereafter, in the case of completed operations coverage), and pay for, and shall require its sub-subcontractors to procure, maintain during the progress of their portion of the Work (and thereafter in the case of completed operations coverage), and pay for, the following types and minimum amounts of insurance:

i. Comprehensive general liability insurance, including automobile liability covering owned, non-owned or rented automotive equipment to be used in the performance of the Work, legal liability and completed operations/products liability, covering occurrences within the policy period, with minimum general aggregate limits of \$2,000,000, and \$1,000,000 combined single limit per occurrence. Such liability insurance shall provide Blanket Broad Form contractual coverage and, if applicable, Blanket XCU. Property damage insurance shall include a policy endorsement providing an extension of the policy for Broad Form Property Damage coverage;

ii. Umbrella form excess liability insurance with minimum limits of \$2,000,000 for subcontract amounts totaling less than \$2,000,000 and \$5,000,000 for subcontract amounts totaling more than \$2,000,000, unless otherwise waived in writing by Contractor;

iii. Workers' compensation insurance in a form prescribed by the laws of the state of the Project, and with minimum limits as prescribed by the laws of the state of the Project, but in no event shall such limits be less than \$500,000.

All insurance required shall be with companies and on forms acceptable to Contractor. Certificates of insurance (or copies of policies, if required by Contractor) shall be furnished to Contractor before performance of the Work and/or release of any funds by Contractor in connection with the Work.

c. Subcontractor shall submit to Contractor, within three (3) calendar days of the occurrence of any accident, copies of all reports arising out of any injuries to its employees or those of any firm or individual to whom it may have sublet work, or any property damages arising or alleged to have arisen on account of any work done by Subcontractor under the Contract Documents.

d. Cancellation; Additional Insureds. Each contract of insurance required under Article 10 shall contain clauses to the effect that the same may not be reduced or canceled on less than 30 days' prior written notice to Contractor. Each liability policy required thereunder shall name as additional insureds the Owner and Contractor, and their respective officers, directors, agents, employees and assigns. The insurance required by Article 10 shall be primary with respect to any other insurance available to said additional insureds.

e. Waivers. Any policy of insurance issued pursuant to Article 10 shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner and the Contractor, and the respective officers, directors, agents, employees and assigns of each. The Subcontractor hereby waives, and it shall require its sub-subcontractors to waive, any and all rights of recovery which they or any of them may now or subsequently have against the Owner or the Contractor, and their respective officers, directors, agents, employees and assigns, in connection with any losses covered by insurance provided hereunder.

11. Compliance with Laws.

Subcontractor agrees to comply, at its own expense, with all federal, state and local laws and regulations applicable to the work covered by the Contract Documents, including but not limited to those dealing with taxation, Worker's Compensation, equal employment and safety, including but limited to all applicable Occupational Safety and Health Administration and Material Safety Data Sheet requirements, as well as any safety rules or policies promulgated by Contractor or Owner in connection with the Project; and Subcontractor agrees to save and hold harmless Contractor from any and all liability and damages, fines, costs and attorneys' fees incurred by Contractor on account of Subcontractor's failure to comply with all laws and governmental regulations applicable to the work.

12. Cleanup.

Subcontractor agrees to keep the jobsite clean at all times of debris arising out of the work under this Subcontract.

13. Assignment and Subletting.

Subcontractor shall not assign or sublet this Subcontract or any part thereof, or its right, title or interest therein, without the consent in writing of Contractor. If Subcontractor does, with approval, sublet this Subcontract or any part thereof, it shall require that its subcontractor be bound to it and to assume toward Subcontractor all of the obligations and responsibilities that Subcontractor has assumed toward Contractor.

14. Permits.

All permits (except Contractor's main building permit), licenses and easements necessary for the prosecution of Subcontractor's work shall be procured and paid for by Subcontractor. Subcontractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Subcontractor's work as drawn and specified. If Subcontractor observes that drawings and specifications are at variance therewith, it shall promptly notify Contractor in writing. If Subcontractor knowingly performs any work contrary to such laws, ordinances, rules and regulations without such notice to Contractor, it shall bear all costs arising therefrom.

15. Failure to Perform and Termination for Default.

If Subcontractor (a) fails or refuses to proceed with or to perform its work properly as directed by Contractor, (b) fails or refuses to perform properly or abide by any terms, covenants, conditions or provisions contained in this Subcontract or (c) fails or refuses to obey laws, ordinances, regulations or other codes of conduct, Contractor shall have the right to terminate Subcontractor's right to proceed under this Subcontract. Contractor shall have the right to notify Subcontractor in writing of Subcontractor's failure to comply. If Contractor determines that Subcontractor has not remedied and cured the default or defaults in its performance within twenty-four (24) hours following receipt by Subcontractor of written notice of said default or defaults or such shorter period as the circumstances may justify, in which case such shorter period shall be identified in Contractor's written notice, then Contractor may, at its option, without releasing or waiving its rights and remedies against the Subcontractor's sureties and without prejudice to any other right it may be entitled to hereunder or by law, supplement Subcontractor's forces at the sole cost and expense of Subcontractor, or terminate Subcontractor's right to proceed under this Subcontract and take possession of the work and all materials, tools, equipment and appliances of Subcontractor, take assignment of all of Subcontractor's sub-subcontracts and purchase orders and complete Subcontractor's work by whatever means, methods or agency which Contractor may, in its sole discretion, choose. In the event that Subcontractor's right to proceed has been terminated, Subcontractor agrees that it shall not be entitled to receive any further payment until after the Project has been completed. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorneys' fees) incurred by Contractor incident to such completion, shall be deducted from the Subcontract Amount, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Subcontract Amount, Subcontractor agrees to pay promptly to Contractor, on demand, the full amount of such excess, including costs of collection, attorneys' fees incurred to pursue collection, and interest thereon at the maximum legal rate of interest until paid.

Contractor's determination of Subcontractor's default or defaults and Contractor's decision as to Subcontractor's failure to remedy and cure said default or defaults upon notification of their existence, made by Contractor in good faith under the belief that a default or defaults existed under the terms hereof and that Subcontractor failed to remedy and cure said default or defaults, shall be conclusive as to Contractor's right to proceed as herein provided. The liability of Subcontractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by Contractor in good faith under the belief that such payments or assumptions were necessary or required (a) in completion of the work and in providing labor, materials, equipment, supplies and other items therefor or re-letting the Subcontract and (b) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the work hereunder. A sworn itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of Subcontractor's liability.

If, after notice of termination of Subcontractor's right to proceed pursuant to this Section 15, it is determined for any reason that Subcontractor was not in default or that its delays were excusable or that Contractor is not entitled to the remedies against Subcontractor provided herein, then Subcontractor's remedies against Contractor shall be the same as and limited to those afforded Subcontractor under Section 16, Termination for Convenience.

If the General Contract between Contractor and Owner is terminated for any reason prior to completion, Subcontractor, upon being notified by Contractor of such termination, shall immediately cease further work under this Subcontract. Subcontractor shall thereafter be entitled to no further compensation for its work or costs associated with the Project except to the extent that Owner pays to Contractor additional sums for the account of Subcontractor and then only in the amount of such payment.

16. Termination for Convenience.

Contractor shall have the right to terminate this Subcontract without cause upon seven (7) calendar days' written notice to Subcontractor. In the event of such termination for convenience, Subcontractor's recovery against Contractor shall be limited to that portion of the Subcontract Amount earned through the date of termination, together with any retainage withheld, and Subcontractor shall not be entitled to any other and further recovery against Contractor, including, but not limited to, anticipated profit on work not performed.

17. Dispute Resolution.

a. For claims by or against Subcontractor which involve the correlative rights, duties, and obligations of Contractor against Owner, Subcontractor expressly agrees that any action or proceeding against Contractor shall be brought in the location and manner specified in the General Contract between Owner and Contractor, subject to Section 17(b) herein. If arbitration or litigation is conducted by Owner and Contractor concerning any dispute between them which likewise involves an issue in dispute between Contractor and Subcontractor, then Subcontractor, if permitted by the arbitrators or the court, shall be allowed, as part of said arbitration or litigation, to participate as a neutral party and offer evidence with respect to any such issues. Even if Subcontractor is not a named party, Subcontractor agrees to participate and be bound by any such proceeding to the same extent Contractor is bound to Owner under the dispute or appeal provisions of the General Contract, whether or not Subcontractor is a party to such proceedings. Subcontractor also expressly agrees that any action or proceeding commenced by Subcontractor shall be stayed pending the completion of related proceedings between Owner and Contractor. Contractor's determination of whether any issue in dispute between Contractor and Subcontractor likewise involves an issue in dispute between Contractor and Owner shall be determinative of Subcontractor's obligation to participate and be bound by the dispute resolution proceedings between Contractor and Owner.

b. In the event any controversy or dispute arises between Subcontractor and Contractor relating to this Subcontract Agreement, notwithstanding any provision to the contrary herein, at the sole option of Contractor, any such dispute shall be settled by binding arbitration at the location of the Project in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

c. Upon Contractor's written request, Subcontractor agrees to participate in non-binding mediation in accordance with the mediation rules and procedures of J.A.M.S./Endispute.

d. The existence of a dispute or controversy shall not be grounds for any nonperformance by Subcontractor or limit the right of Contractor to proceed to remedy any default by Subcontractor.

e. Contractor's surety on any payment bond shall be entitled to all of the rights afforded Contractor under this Section. Subcontractor's surety on any performance bond issued by Subcontractor agrees to participate and be bound by all dispute resolution proceedings under this Section.

18. Guarantee.

Subcontractor shall, before requesting final payment, provide such guarantee(s) as is required by the Contract Documents, including but not limited to the Warranty of Construction attached as Exhibit E to the Subcontract. In the absence of any specific guarantee required by the General Contract, Subcontractor, in signing this Subcontract, agrees at its own expense to replace or repair any faulty or defective material or workmanship which appears within one year from the date of Certificate of Substantial Completion, or similar document, as approved by Owner for the entire Project, or the date of Owner's beneficial occupancy of the Project, whichever occurs later; provided, however, that the guarantee shall run no less than one year beyond the date on which Subcontractor performs its last work under this Subcontract. In addition, Subcontractor shall be responsible for and pay for replacement or repair of adjacent materials or work which may be damaged as a result of such replacement or repair.

19. Architect and/or Owner Approval.

If this Subcontract and Subcontractor are subject to approval by Architect and/or Owner, under the terms of the Contract Documents, Contractor shall have no obligation whatsoever to Subcontractor unless and until such approval is forthcoming.

20. Use of Contractor's Equipment.

In the event Subcontractor shall use Contractor's equipment or facilities, it shall reimburse Contractor at the rates set forth in the latest edition or publication of the Rental Rate Blue Book for Construction Equipment, published by Equipment Guide Book Division, Nielsen Data Quest, unless otherwise agreed in writing or stated herein, plus the cost of all operating labor provided by Contractor in connection with the equipment, and a reasonable markup for overhead and profit. Further, in so doing, Subcontractor assumes all responsibility for and shall hold Contractor harmless from any claims, actions, demands, liabilities or expenses, including attorneys' fees, resulting from the use of such equipment or facilities by Subcontractor or its agents, employees or permittees.

21. Quality of Workmen.

Subcontractor shall provide supervision and workmen of a quality commensurate with the usual requirements for the type work being done. If, in the opinion of Contractor, Subcontractor's supervision or workmen are not of a satisfactory quality, Contractor shall so notify Subcontractor, and Subcontractor shall, within twenty-four (24) hours, initiate the necessary steps to remove disapproved personnel and replace them with personnel of qualifications acceptable to Contractor.

22. Jurisdictional Disputes and Labor Problems.

Subcontractor shall supply only labor and/or materials which will not cause labor disputes in the overall performance of Contractor's work. In the event Subcontractor's workmen are involved in a jurisdictional dispute with other crafts on the Project or such workmen refuse to man the Project due to any other type of labor disputes or a picket line for any reason, Subcontractor agrees to take immediate steps to resolve such disputes. Failure to resolve such disputes immediately shall be deemed a material breach of this Subcontract Agreement, entitling Contractor to exercise its rights under Section 15 of these General Terms and Conditions.

23. Bonds.

24. Protection of Work.

Subcontractor shall fully protect its work and/or materials from loss or damage and shall bear the cost of any such loss or damage until final acceptance of Subcontractor's work. If Subcontractor or its employees are responsible for any loss or damage to the work or materials of Contractor, Owner, Owner's separate contractors or any other subcontractor, it shall be charged with same, and any monies necessary to replace such loss or damage shall be deducted from monies due Subcontractor.

25. Claims By or Against Suppliers or Other Subcontractors.

Should Subcontractor have a claim against Contractor or any other subcontractor or supplier of Contractor on the Project by reason of the acts or omissions of such other subcontractor or supplier, then Subcontractor shall make claim directly against such other subcontractor or supplier and is hereby assigned and entitled to assert all rights that Contractor may have against such other subcontractor or supplier in connection with said claim. Said assignment shall be for the limited and express purpose of pursuing Subcontractor's claim and, in consideration thereof, Subcontractor agrees to make no direct claim against Contractor and expressly waives all rights against Contractor for any loss or expense which may reasonably be attributed to the act or omission of another subcontractor or supplier.

26. Successors and Assigns.

Subject to other provisions hereof, this Subcontract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

27. Governing Law.

This Subcontract shall be governed by the laws of the state in which the Project is located.

28. No Waiver.

The failure of Contractor to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents shall not be construed to be and shall not be a waiver of any such provision or provisions or of Contractor's right thereafter to enforce each and every such provision.

29. Entire Agreement.

Each of the parties hereto agrees and represents that the Contract Documents comprise the full and entire agreement between the parties affecting the work contemplated, that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Subcontract.

IN WITNESS WHEREOF, the parties have executed this Subcontract Agreement on the date(s) indicated below:

CONTRACTOR:

GENOA CONSTRUCTION SERVICES, INC.

Witness: _____

By: _____

Title: _____

Date: _____

Address: 1000 Mansell Exchange West, Suite 300
Alpharetta, Georgia 30022

SUBCONTRACTOR:

NAME OF SUBCONTRACTOR

Witness: _____

By: _____

Title: _____

Date: _____

Address:

Federal
Tax ID #: _____



WORK RELEASE ORDER

Contractor: Genoa Construction Services, Inc. ("Contractor")
Address: 1000 Mansell Exchange W, Suite 300
Alpharetta, Georgia 30022

Project: _____

Project No. _____

Subcontractor: _____ ("Subcontractor")
Address: _____

Work Release Order No. _____

The Contractor and Subcontractor, for the consideration hereinafter named, agree as follows:

Section I. CONTRACT DOCUMENTS. The Contract Documents for this Work Release Order ("Subcontract") consist of this Work Release Order, the Subcontract Agreement between Contractor and Subcontractor dated _____ (including all Exhibits thereto), the General Contract (including General, Supplementary and other Conditions) entered into between Contractor and _____ ("Owner"), dated _____ ("General Contract"), the Plans and Specifications prepared for the Project by the Architect or others, as identified in the General Contract, all Addenda issued prior to execution of the agreement between the Owner and Contractor, and all Modifications issued subsequent thereto. All of the foregoing documents are a part of this Subcontract and shall be available for inspection by the Subcontractor upon its request.

Section II. SCOPE OF WORK. The Subcontractor agrees to furnish and pay for all management, supervision, financing, labor, construction facilities, materials, tools, supplies, equipment, services, engineering and testing required and to perform all work necessary to diligently, timely and fully perform and complete in a good and workmanlike manner the following part or parts of the work of the General Contract in all respects as is therein required of the Contractor and all work incidental thereto, namely (the parties may include the scope of work on a separate document attached hereto and made a part hereof by reference in the space below):

Section III. SUBCONTRACT AMOUNT. In consideration of the faithful performance of the covenants and agreements herein, to the full satisfaction and acceptance of Owner, Architect and Contractor, Contractor agrees to pay, or cause to be paid, to Subcontractor the following Subcontract Amount, at the times and in the manner provided in the Subcontract Agreement:

_____ Dollars (\$_____).

Section IV. SCHEDULE. Time is of the essence, and Subcontractor's work shall be completed in accordance with Contractor's Project Schedule dated _____, attached hereto and made a part hereof, and any adjustments to the Project Schedule made in accordance with the Subcontract Agreement.

Section V. BONDS. The Subcontractor is bound to comply with the paragraph indicated below by (X):

A. (_____) A performance and a payment bond each in the amount of 100% of the Subcontract Amount shall be furnished by Subcontractor. The cost of these bonds is to be paid by Subcontractor and is included in the Subcontract Amount.

B. (_____) A performance and a payment bond each in the amount of 100% of the Subcontract Amount shall be furnished by Subcontractor. The cost of these bonds will be invoiced separately to Contractor.

C. (_____) Contractor reserves the right to require a performance and/or payment bond from Subcontractor at any time in the amount of 100% of the Subcontract Amount. The cost of the bonds will be paid separately by Contractor.

If bonds are required hereunder, they shall be provided in accordance with the Subcontract Agreement.

IN WITNESS WHEREOF, the parties have executed this Work Release Order on the date(s) indicated below:

GENOA CONSTRUCTION SERVICES, INC.

[SUBCONTRACTOR'S NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That _____ as principal, hereinafter called Subcontractor, and _____ as surety, hereinafter called Surety, are held and firmly bound unto _____ as Obligee, hereinafter called Contractor, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ Dollars (\$ _____) for the payment whereof Subcontractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20_____, entered into a contract with _____ as Owner, hereinafter called Owner, for _____ in accordance with Drawings and Specifications prepared by _____, which contract is by reference made a part hereof and is hereinafter referred to as the Contract; and

WHEREAS, Subcontractor has by written agreement dated _____, 20_____, entered into a Work Release Order with Contractor to perform a portion of Contractor's obligations under the Contract, which subcontract is made a part hereof and is hereinafter referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Subcontractor shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

- 1. A claimant is defined as (a) one having a direct contract with Subcontractor or with a subcontractor of Subcontractor for labor, material, or both, used or reasonably required for use in the performance of the Subcontract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Subcontract; or (b) one having a right to file a lien against the Project.
2. The above named Subcontractor and Surety hereby jointly and severally agree with Contractor that every claimant as herein defined who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. Contractor shall have no liability for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant unless said claimant has a perfected or perfectible lien arising out of or related to the work encompassed in the Contract except where the claimant has satisfied the following requirements:

(a) Claimant, other than one having a direct contract with Subcontractor, shall have given written notice to any two of the following: Subcontractor, Contractor, or Surety, within ninety (90) calendar days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered or certified mail, postage prepaid, in an envelope addressed to Subcontractor, Contractor, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

(b) Claimant must commence suit prior to the expiration of one (1) year following the date on which Subcontractor ceased work on the Subcontract or after the expiration of one (1) year following the date of Substantial Completion of the Project, whichever is later, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

Claimant must commence suit in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payments by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL:

_____ [SEAL]

By: _____

Witness _____

Title: _____

SURETY:

_____ [SEAL]

By: _____

Witness _____

Title: _____

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES



SUBCONTRACTOR PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
 _____ as
 principal, hereinafter called Subcontractor, and _____
 _____ as
 surety, hereinafter called Surety, are hereby held and firmly bound unto Genoa Construction Services, Inc., as Obligee, hereinafter called
 Contractor, in the amount of _____ Dollars
 (\$_____) for the payment whereof Subcontractor and Surety bind themselves, their heirs, executors, administrators,
 successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____, 20_____, entered into a contract with
 _____ as
 Owner, hereinafter called Owner, for _____
 _____ in
 accordance with Drawings and Specifications prepared by _____,
 _____,
 which contract is by reference made a part hereof and is hereinafter referred to as the Contract; and

WHEREAS,

Subcontractor has by Work Release Order dated _____, 20_____, entered into a subcontract with
 Contractor to perform a portion of Contractor's obligations under the Contract, which subcontract is made a part hereof and is hereinafter
 referred to as the Subcontract.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such that, if Subcontractor shall (a) well and faithfully do
 and perform the things agreed to be done and performed by Subcontractor according to the terms of the Subcontract, (b) promptly make
 payment of all lawful claims arising out of the performance of the Subcontract which are covered by any bond furnished Owner by
 Contractor or which could be the basis for causing any funds owing to Contractor by Owner to be withheld from Contractor by Owner or be
 the basis of a lien thereon, (c) pay to Contractor all money which becomes owing to Contractor by Subcontractor under the terms of the
 Subcontract, and (d) hold Contractor harmless from all loss, damage and expense, including costs and attorneys' fees which Contractor
 may sustain by reason of the failure or neglect of Subcontractor to perform any of the conditions of this bond or the Subcontract, then this
 obligation shall be void; otherwise the same shall remain in full force and effect.

Surety hereby stipulates and agrees that no modifications, changes, omissions or additions in and to the terms of the Sub-
 contract or in or to the plans or specifications therefor shall in any way affect the obligations of Surety on this bond and, further, that
 should the Work Release Order Amount be increased by Change Order then the penal sum stated above shall likewise be increased
 by the amount of the Change Order, it being the intent of Surety that the penal sum of this performance bond shall cover the full Work
 Order Release Amount as increased by Change Orders.

Signed and sealed this _____ day of _____, 20_____.

PRINCIPAL:

_____ [SEAL]

By: _____

Witness _____

Title: _____

SURETY:

_____ [SEAL]

By: _____

Witness _____

Title: _____

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES

**INTERIM WAIVER AND RELEASE
UPON PAYMENT**
[Subcontractor/supplier form to contractor]

EXHIBIT D

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN, _____
_____ HAS BEEN EMPLOYED BY GENOA CONSTRUCTION SERVICES, INC. TO FURNISH _____
_____ FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____
_____ WHICH IS LOCATED IN THE CITY OF _____
_____, COUNTY OF _____, AND IS OWNED BY _____
_____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(ADDRESS)

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

GIVEN UNDER HAND AND SEAL THIS DAY OF _____, 2___.

(SIGNATURE)

ON THIS _____ DAY OF _____, 20_____, BEFORE ME APPEARED THE ABOVE-
SIGNED, KNOWN OR IDENTIFIED TO ME PERSONALLY, WHO, BEING FIRST DULY SWORN, DID
SAY THAT S/HE IS THE AUTHORIZED REPRESENTATIVE OF CONTRACTOR AND THAT THIS
DOCUMENT WAS SIGNED UNDER OATH PERSONALLY AND ON BEHALF OF CONTRACTOR.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____

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.



WARRANTY OF CONSTRUCTION

Pursuant to the General Contract agreement between Genoa Construction Services, Inc. ("Contractor") and _____ ("Owner") dated _____, for the construction of _____, and the Work Release Order No. ____ (the "Subcontract") between _____ ("Subcontractor") and Contractor dated _____,

Subcontractor hereby guarantees all work performed under the Subcontract and shall remedy at its own expense any failure of the work (including equipment) to conform to the contract plans and specifications and any defect of material and/or workmanship in the work for a period of one year after final acceptance by Owner. Where guarantees or warranties are written in the Contract Documents (as defined in the Subcontract Agreement) for a period of more than one year, such longer terms shall apply. Date of final acceptance is established as _____.

All manufacturers' and suppliers' warranties and guaranties, express or implied, respecting any part of the work and any materials used therein are hereby assigned by Subcontractor jointly to Contractor and Owner. This Warranty of Construction shall supplement, and not supersede, warranties and guaranties given by Subcontractor under the terms of the Contract Documents.

SUBCONTRACTOR

By: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____.

NOTARY PUBLIC

MY TERM EXPIRES

SEAL

Person to contact in case of emergency:

Name _____

Phone No. _____



APPLICATION FOR PAYMENT

TO: Genoa Construction Services, Inc. ("Contractor")

FROM: _____ ("Subcontractor")

WORK RELEASE ORDER NO.: _____ (the "Subcontract")

PROJECT DESCRIPTION: _____ PROJECT NO. _____

APPLICATION FOR PAYMENT NO. _____

PERIOD _____, 20_____, TO _____, 20_____.

STATEMENT OF SUBCONTRACT:

1. Original Work Release Order Amount	\$ _____
2. Approved Change Order Numbers _____ (As per attached breakdown).....	\$ _____
3. Adjusted Work Release Order Amount	\$ _____
4. Value of Work Completed to Date (As per attached breakdown)	\$ _____
5. Value of Approved Change Orders Completed (As per attached breakdown)	\$ _____
6. Materials Stored on Site (As per attached breakdown)	\$ _____
7. Total to Date	\$ _____
8. Less Amount Retained (_____ %)	\$ _____
9. Total Less Retainage	\$ _____
10. Total Previously Certified (Deduct)	\$ _____
11. AMOUNT DUE THIS REQUEST	\$ _____

CERTIFICATE OF SUBCONTRACTOR AND PARTIAL WAIVER OF LIEN:

I, as authorized representative of Subcontractor, hereby certify that the work performed and the materials supplied by Subcontractor to date, as shown above, represent the actual value of the accomplishments under the terms of the Subcontract (and all authorized changes thereto) between Subcontractor and Contractor relating to the above referenced Project and, further, that Subcontractor has no basis in events occurring before the date of this Application for claims for additions to the Subcontract Amount except for such claims with respect to which Subcontractor has previously given Contractor written notice, and identified as follows: (leave blank if none) _____ Further, Subcontractor, upon payment of the sum requested in this Application, hereby waives all of its lien rights, if any, with respect to work for which payment is claimed in this or any preceding Applications for Payment, except as to retainage currently being withheld by Contractor.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from Contractor (1) to all of Subcontractor's subcontractors and (2) for all materials and labor used in, or in connection with, the performance of the Subcontract. I further certify that Subcontractor has complied with federal, state and local tax laws, including Social Security law, Unemployment Compensation laws and Worker's Compensation laws insofar as applicable to the performance of the Subcontract.

Supt/PM	Date	Transmittal #
Vendor #		Job #
Invoice #		Invoice Date
Invoice Total		Retainage
Discount Amt		Discount Date
Job #	Phase Code -Type	Amount
Approved Supt	Approved PM	Date

_____, 20_____.

SUBCONTRACTOR: [SEAL]

By: _____

Title: _____

Date: _____

Witness _____

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____

NOTARY PUBLIC

MY TERM EXPIRES

SEAL

**WAIVER AND RELEASE
UPON FINAL PAYMENT**
[Subcontractor/Supplier form to Contractor]

**STATE OF GEORGIA
COUNTY OF**

**THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN, _____
_____ HAS BEEN EMPLOYED BY GENOA CONSTRUCTION SERVICES, INC. TO FURNISH _____
_____ FOR THE CONSTRUCTION OF IMPROVEMENTS
KNOWN AS _____ WHICH IS LOCATED IN THE CITY
OF _____, COUNTY OF _____, AND IS OWNED BY _____
_____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

(ADDRESS)

**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 _____, 2_____.

(SIGNATURE)

**ON THIS _____ DAY OF _____, 20_____, BEFORE ME APPEARED THE ABOVE-
SIGNED, KNOWN OR IDENTIFIED TO ME PERSONALLY, WHO, BEING FIRST DULY SWORN, DID
SAY THAT S/HE IS THE AUTHORIZED REPRESENTATIVE OF CONTRACTOR AND THAT THIS
DOCUMENT WAS SIGNED UNDER OATH PERSONALLY AND ON BEHALF OF CONTRACTOR.
NOTARY PUBLIC _____ MY COMMISSION EXPIRES: _____**

**NOTICE: 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.**

*This form must be in "boldface capital letters in at least 12 point font." O.C.G.A. §44-14-366 (d).
DO NOT USE THIS FORM BEFORE 3/31/2009.*



CHANGE ORDER

TO: _____

THIS CHANGE ORDER _____
DATE THIS CHANGE ORDER _____
PROJECT NAME _____
PROJECT NO. _____

SUBCONTRACT AGREEMENT NO. _____ dated _____, 20_____

Under our WORK RELEASE ORDER NO. dated _____, 20_____ ("Subcontract").

You are authorized and directed to make the following change(s) in accordance with terms and conditions of our Subcontract Agreement identified above:

FOR THE (Additive) (Deductive) Sum of: _____
_____ DOLLARS (\$ _____).

Original Work Release Order Amount	\$ _____
Sum of Previous Change Orders _____ through _____	\$ _____
This Change Order (Add) (Deduct)	\$ _____
Present Work Release Order Amount	\$ _____

Your acceptance of this Change Order shall constitute a modification to our Work Release Order and will be performed subject to all the conditions as contained in our Subcontract Agreement above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Work Release Order shall constitute a full and final settlement of any and all claims you have arising out of the revision set forth herein, including claims for impact and delay costs.

Accepted: _____, 20_____

SUBCONTRACTOR

GENOA CONSTRUCTION SERVICES ("CONTRACTOR")

By: _____

By: _____

Name Title

Name Title