



Subcontract Agreement Package Instructions on Preparing & Executing Subcontract Agreement

General Instructions

The following subcontract agreement has been tailored for each signer below to add information to the agreement and sign in the fields and spaces provided. The form is programmed to take you to the next field to sign or add information, and will continue to do so until you have completed all fields and signature spaces assigned to you. The exhibits referred to in the subcontract agreement may appear before, and not behind the subcontract agreement. Please read the following as it applies to you.

Much of the information requested in this contract may have already been provided by you in the Letter of Intent. At this time, you should obtain a copy of the Letter of Intent and refer to it while you are completing and signing the Subcontract Agreement.

Please note: Information requested and not provided may result in the contract being declined.

If you must leave the contract before completing signing, you may return to the document by clicking on Cancel and then clicking on Sign Later. Be sure to click the small box Remind Me Later.

Subcontractor's Office Manager/Project Manager (if applicable)

Actions required are:

1. To complete all fields assigned to this person/recipient.
2. Review the subcontract agreement for contract price and scope of work.
3. Provide complete and detailed list of suppliers and equipment rental companies who will provide materials and or rental equipment on this project. **Name, title and email address for persons authorized to sign Waivers and Release of Liens must be included for each supplier.**
4. Provide information on insurance agent(s) who can affirm insurance is in place. **Name., title and email address for the insurance agent must be included in this information**

SPECIAL NOTE: DO NOT PUT NA FOR PHONE NUMBERS, FAX NUMBERS, AUTHORIZED SIGNER AND EMAIL ADDRESS FOR AUTHORIZED SIGNER FOR SUPPLIERS LISTED IN THE SUBCONTRACT AGREEMENT. THE SUBCONTRACT AGREEMENT WILL BE DECLINED BY THE CONTRACTOR.

5. Sign on the cover page of the subcontract agreement.

Contractor's Contract Administrator

The Contract Administrator (CA) is responsible to prepare the contract package in DocuSign and to assign a contract number to the subcontract agreement. The CA will review the contract agreement after it has been executed by all parties with the exception of the authorized signer for the contractor. The CA will be checking that the following items have been completed correctly in the subcontract agreement:

1. Insurance agent information is correct and has verified that the name, title and email address for the agent is correct.

2. Suppliers' have been provided and has verified that the name, title and email address for the person who is signing releases for the supplier is correct.
3. The project information statement has been completed.

Contractors Project Manager

Contractor's PM will complete all spaces assigned to him in this contract using information obtained from drawings, specifications and from contract administration. Project Manager will sign the cover page acknowledging that he has completed his review of the subcontract agreement package.

Contractor's Authorized Signer

Contractor's President, or an officer appointed to sign contracts, will execute the agreement by signing in the signature block at the end of the agreement.

Subcontractor's Authorized Signer

The following actions will be required of the subcontractor:

1. Subcontractor's President, or an officer appointed to sign contracts, will complete and execute the agreement by signing in all signature spaces in the contract documents. The Letter of Intent issued to your company should be referred to when completing this document.



License #CGC 023920

SUBCONTRACT AGREEMENT

Project No. _____ Subcontract No. _____

This Agreement is dated the _____ day of _____, 20____.

Between the **Contractor:** **JAMES E. DECKER CONST COMPANY**
611 E. Lime St.
Lakeland, FL 33801
Ph: 863.937.9341
Fax: 863.248.8225

And the **Subcontractor:**
Address:
City, State, Zip:

The **Project Name:**
Address:
City, State, Zip:

The **Architect:**

The **Owner:**
Address:
City, State, Zip:

The **Work:** Provide everything required to provide a complete _____, and to install all accessories as may be required for a complete and proper installation, all as required by and in strict accordance with the contract documents and scope of work defined herein.

For the consideration expressed herein, Contractor and Subcontractor do hereby covenant and agree as follows:

ARTICLE 1 **THE CONTRACT DOCUMENTS**

- 1.1 The Contract Documents for this Subcontract consists of this Agreement and a) all documents as listed in Article 12.4, b) Schedule of Values for Progress Payments, c) Drawings & Specification List, d) Subcontractors Project Information Statement, e) Site Safety Policy and Site Safety Acknowledgment, f) Assignment of Subcontract Agreement, g) Agreement to Provide Insurance, h) Insurance Agent Agreement, i) Workers Compensation Insurance, j) Suppliers and Subcontractors Statement, k) Agreement Regarding Equipment/Rental Equipment, l) Agreement Regarding Progress Billings, m) Notification of Accidents, n) Injuries and Loss of Property, and all modifications issued after execution of the agreement between the Owner and the Contractor and agreed upon by parties to this Subcontract. These items are as fully a part of this Subcontract and are attached to this agreement as exhibits or repeated herein.
- 1.2 Subcontractor hereby acknowledges that he has received, read and is thoroughly familiar with said plans and specifications and that the methods, sequences and procedures described therein for the Work are agreed upon and correct.

- 1.3 This Agreement is to be signed by the following parties and fully executed within ten (10) days of the above Subcontract date or the date that this agreement first appears in Docusign. A signed copy containing electronic signatures of all parties will be forwarded by email to all parties within two (2) days following the last signer's execution of this Agreement. This Agreement is subject to cancellation if not signed and forwarded to the Contractor for final signature within ten (10) days of the above Subcontract date.
- 1.4 All parties agree, by executing this Agreement, that a) the Agreement containing electronic signatures of all parties is a legally binding agreement, b) the copy (pdf document) sent to each party via email from Docusign is the only copy they will receive from the Contractor, and c) that the Agreement stored in the archives at Docusign is the Agreement in case of a dispute regarding the correct copy of the Agreement.
- 1.5 All terms, conditions, stipulations, covenants, promises, and agreements contained in this contract shall be considered severable in the event one or more of them shall be determined hereafter by a court or competent jurisdiction to be invalid. Contractor and Subcontractor intend that this Agreement, except for any portion thereof so declared invalid, shall be considered valid in the event it is otherwise sufficiently definite and certain.
- 1.6 Any notices required or permitted hereunder shall be deemed to have been given to the Contractor when sent by facsimile to 863-248-8225 or when deposited in the United States mail, certified mail, return receipt requested, when sent to the Contractor's address stated on this Agreement or when sent by email to Risk Management @jedeckerconstruction.com and only when sent with Reply Required.
- 1.7 Any notices required or permitted hereunder shall be deemed to have been given to the Subcontractor when sent by facsimile to the fax number stated on this Agreement for Subcontractor or when deposited in the United States mail, certified mail, return receipt requested, when sent to the Subcontractor's address stated on this Agreement or when sent by email to the email address stated for the Subcontractor on this Agreement and only when sent with Reply Required.
- 1.8 The following definitions shall apply to and control all interpretations of this Agreement:
- A. **OWNER** – shall mean the person, firm, corporation, municipality, county, department, or agency of State or federal Government primarily and originally contracting with the Contractor for the performance of the Work and shall include any assignee or successor Owner.
 - B. **PLAN AND SPECIFICATIONS** - shall mean all plans, specifications, addenda, drawings, general conditions, special conditions and instructions of the Architect, Engineer, or Owner and any subsequent changes and amendments thereto, as are maintained in the office of the contractor or Owner, and all such documents are hereby fully incorporated into this agreement by reference.
 - C. **SUBCONTRACTOR** – shall mean the above named Subcontractor, its agents, successors and assigns and its surety under any Bond(s) provided pursuant to Article 4.
 - D. **SURETY** – an insurance carrier that issues performance and payment bonds for construction projects
 - E. **CONTRACTOR** – James E. Decker Const Company or James E. Decker Construction
- ARCHITECT OR ENGINEER** – shall mean the architect or engineer or other representative of the Owner under whose supervision, direction or inspection of the work is required to be done by the terms of this agreement and the prime contract between the Owner and Contractor.
- F. **WORKSITE or JOBSITE** – shall include all buildings and structures on this Project, including but not limited to, outside utilities, sidewalks, landscaping, roads, streets, and other items which are the subject or objects of construction provided for in the prime contract between the Owner and Contractor, and surrounding area as specifically designated by Contractor as the Worksite or Jobsite.
 - G. **INTEREST** – shall mean interest compounded at the highest rate allowable by law for all sums of money expended by Contractor by reason of Subcontractor's failing to perform all or any part of its obligations under this agreement. Contractor shall be entitled to interest prior to and after rendition of a judgment against Subcontractor and or/its surety, if applicable, regardless of whether any damages sustained by Contractor are liquidated and with said interest beginning to accrue from the date of actual expenditures by Contractor.
 - H. **PRIME CONTRACT** – shall mean all written, typed, or printed Agreements between the Owner, Architect or Engineer, or their agents and Contractor, including but not limited to, plans and specifications, as herein defined, and any progress or construction schedules and amendments thereto.
 - I. **DOCUSIGN** – a company that provides a service which allows companies to execute legally binding documents with electronic signature in a secure site.

- J. **ELECTRONIC SIGNATURE** – a signature developed with DocuSign that is the legally binding signature for a signer.
- K. **"ECONTRACT"** refers to a contract, notice, disclosure, or other record or document deposited into the DocuSign System by a Depositing Party for delivery, access, review, acknowledgment and/or electronic signature, and storage, as applicable.
- L. **SHAREFILE** - website utilized by the Contractor to store and share documents, correspondence, project schedules, shop drawings and submittal data approved for use on the project, plans and specifications and other items deemed pertinent for sharing with trades, architects, building officials, the owner and Contractor's personnel.

ARTICLE 2
THE WORK

- 2.1 The Subcontractor shall furnish all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, protection from the weather, all required shop drawings and samples and shall perform all portions of the Work as shown, and in and described in the plans and specifications defined herein and as detailed in Article 12.5.

ARTICLE 3
THE CONTRACT SUM

- 3.1 The Contractor shall the Subcontractor in current funds for the performance of the Work, subject to additions, deductions, set-offs, or retentions in accordance with this Agreement, the Contract Sum of:

_____ **AND 00/100 DOLLARS**

(\$ _____)

- 3.2 **Cost Breakdown & Cost Codes**
The contract amount is broken down into the following sub items and will be stated on the schedule of values page in progress billings submitted to the contractor.

<u>Item</u>	<u>Cost Code</u>	<u>Amount (\$) Requested</u>	<u>Amount (\$) Approved</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ARTICLE 4
PAYMENT AND PERFORMANCE BONDS

- 4.1 A Payment and Performance Bond is not required of the Subcontractor for this Agreement unless stated otherwise. If bonds are required at a later date, then the Subcontractor will secure the bonds and the Agreement will be modified with a change order to include the actual cost billed by the Surety to the Subcontractor.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 As the Work progresses, Contractor shall pay Subcontractor ninety percent (90%) of the value of completed work done from month to month in accordance with all provisions of Article 5.

- 5.2 Subcontractor shall submit a properly prepared, signed and notarized AIA G702/703 Application for Payment to the Contractor using one of the following methods:
- a) Email to ap@jedeckerconstriction.com between the 20th and 23rd of each month for work completed thru the 20th of the month
 - b) Thru Contractor Documents Express (CDE) and Docusign using the Application for Payment Template provided by CDE. Billings are to be received between the 20th and 23rd of each month for work completed thru the 20th of the month. Application for Payment delivered by Docusign to the Contractor's Accounts Payable up until 25th of the month shall be processed for payment to occur in the following month. Application for Payment delivered by Docusign to the Contractor's Account Payable after the 25th of the month will not be processed for payment until the following month and payment shall not be due until the second month following late submission of the Application for Payment.
 - c) If progress payments thru Docusign is checked above, and if not already performed, the Subcontractor agrees to order one subscription for electronic routing and processing of progress billings. If not already performed, the Subcontractor agrees to 1) visit Contractor Documents Express website, www.ced-us.com, and complete an order form for one Application for Payment package and 2) purchase the service for this contract.
- 5.3 Applications for Payment shall include the Schedule of Values of the various parts of the Work aggregating the total sum of this Subcontract Agreement and shall be completed and included each month, with the Application for Payment package, indicating percentage completed for each item. Each Application for Payment shall include the Subcontractors Federal Tax Identification Number stated in this Agreement for the Subcontractor.
- 5.4 Application for Payment may include materials, with prior written approval from the Contractor, which are intended to be incorporated in the Project and which are properly stored on the site of the Project, and which meet specification requirements, provided Subcontractor furnishes Contractor with a Stored Material Payment request that includes invoices, itemized pricing and other verification of value that is acceptable to the Owner and the Contractor. An Affidavit of Stored Materials executed by an officer of the Subcontractor's company will be executed as part of the Application for Payment package. Subcontractor agrees to protect stored materials from damage by the elements or otherwise until incorporated in the Project, completed, and accepted. Subcontractor shall not remove stored materials from the site without written consent of the Contractor. The unpaid balance to the Subcontractor shall at all times be sufficient to complete the Work required hereunder and to satisfy any unpaid liens of claims for which the Contractor may be responsible. Valuation of completed Work shall be made solely by the Contractor and/or his representatives and the subcontractor further agrees that Contractor shall not be liable or responsible to Subcontractor in the event that any property, materials, equipment, tools or other articles owned or used by said Subcontractor are lost, damaged, removed, stolen, or vandalized on the Project site, regardless of whether any of same is the subject matter of any past, pending or future payment requests.
- 5.5 Upon approval of Application for Payment by the project Architect/Owner, the Contractor and his representatives, the Subcontractors Insurance Agent, Subcontractor's material suppliers, providers of rental equipment to Subcontractor, Subcontractor shall be paid monies due, provided: (a) Subcontractor has furnished to Contractor prior month payments' release of Liens for Subcontractor and for all Subcontractor's suppliers and Subcontractors who have filed "Notice to Owner"; and, (b) Subcontractor has fulfilled all other responsibilities per this Agreement., and , (c) Contractor has received payment from Owner for the Subcontractor's Work, it being the intent of the parties that Contractor shall have no legal obligation to pay the Subcontractor for any of the Work (including retainage) unless Contractor has received payment from the Owner for the Subcontractor's Work.
- 5.6 Any payments made hereunder shall not in any way be construed as an acceptance by Contractor of the performance of this Agreement by Subcontractor or acceptance of materials and equipment supplied to the Project and Contractor reserves the right at any time to require that Subcontractor comply with the plans and specifications irrespective of whether monies for said work have been paid to Subcontractor. The Contractor also reserves the right at its discretion, and when requested by a supplier to the subcontractor, to issue a single to the supplier or joint check to the Subcontractor and supplier or debtor of Subcontractor who may claim a right to a mechanic's lien and upon issuance of the check, Subcontractor and said supplier or debtor shall issue a release of lien or bond rights. No agreement by Contractor to issue joint checks shall be construed to bind Contractor to any said supplier or debtor in the event of a breach by Subcontractor or termination of this Agreement. The cost of funds covered in checks issued to suppliers by Contractor for materials covered in this Agreement shall be deducted from the current Application for Payment and a change order reducing the contract amount shall first be executed prior to issuance of the funds to any supplier.
- 5.7 At the discretion of the Contractor, the percentage held for retainage may be reduced to provide an incentive or reward for exceptional performance and timeliness of work by the Subcontractor.
- 5.8 If Application for Payment thru Docusign is checked above, the Subcontractor acknowledges that he can only submit Applications for Payment thru the CDE Docusign service, and that time is of the essence in purchasing the CDe service, completing and submitting to Contractor Document Express the Agreement for Service (available at www.cde-us.com).

ARTICLE 6

FINAL PAYMENT

- 6.1 Final payment, constituting the entire unpaid balance of the Contract Sum excluding retainage, shall be due when the Work described in this Agreement is fully completed in accordance with Contract Documents, and is approved for payment by the Architect and Owner.
- 6.4 Before issuance of final payment, excluding retainage, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for material and equipment, and all known indebtedness connected with the Subcontractors Subcontractor's Work have been satisfied.
- 6.4 Payment of retainage shall be made upon Architect's certification of Subcontractor's satisfactory completion of all items under Subcontractor's Work as itemized on the final punch list to be completed by the Owner, Architect, and Contractor.
- 6.4 Subcontractor shall prepare and submit thru DocuSign a Final Application for Payment in the form and manner prescribed by the Contractor. The Final Application for Payment package shall include Unconditional Final Release of Liens for all suppliers of material and rental equipment to the Subcontractor. An Unconditional Final Release of Lien from the Subcontractor for the full contract amount of this Agreement, including all change orders and an affidavit stating that all of the Subcontractor's indebtedness connected with the Subcontractor's Work has been satisfied.
- 6.5 It is specifically agreed by Subcontractor that a material matter of inducement and consideration for the award of this Subcontract by the Contractor, is the Subcontractor's Agreement that it will not look to the Contractor, or its surety, for payments hereunder unless and until the Contractor has received payment for Subcontractor's Work from the Owner and further, that said payment by the Owner is a specific condition precedent to Subcontractor's right to payment from the Contractor or its surety. An additional condition precedent to final payment shall be the furnishing of a final and complete release of lien and/or release of bond rights and the Subcontractor or any of its laborers, material men or suppliers may have by reason of any work performed by Subcontractor hereunder. If at any time there shall be evidence of any liens or claims for which Contractor or its surety or the Owner may become liable and which may be chargeable to the Subcontractor, the Contractor shall have the right to retain out of any payment due or to become due an amount sufficient to indemnify Contractor, its surety or the Owner against such lien or claim and to charge or deduct all the costs of defense, including interest, attorney's fees, court costs, appellate attorney's fees, and appellate court costs and payment thereof if directed by court or judgment. Should any claim or liens develop after all payments are made, Subcontractor shall immediately refund to Contractor all monies that Contractor may be compelled to pay in discharging such claim or lien, including interest, attorney's fees, court costs, appellate attorney's fees, and appellate court costs incurred by the Contractor in satisfying such claim or lien, or incurred by the Contractor in collecting said monies from the Subcontractor.

ARTICLE 7 **TIME COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 7.1 The Work to be performed under this Subcontract shall be commenced upon five (5) days notice by Subcontractor, and shall be substantially completed in accordance with Contractor's Job Progress Schedule.
- 7.3 It is expressly agreed that time is of the essence for all of Subcontractor's duties and obligations under this Agreement and that the payment of the consideration herein expressed is executory and conditioned upon proper and timely completion of this Agreement and all the Work described herein.
- 7.3 No extension of time will be valid without the Contractor's written consent after claim is made by Subcontractor in accordance with Article 9.9.

ARTICLE 8 **INSURANCE**

- 8.1 Prior to execution of this Agreement, the Subcontractor shall duly secure and pay for insurance that, at a minimum, will protect both the Contractor and the Subcontractor from any and all claims for personal injury, death, property damage, worker's compensation, and any and all other risks arising from or in any way relating to the Work, whether caused by acts or omissions of the Contractor or Subcontractor or otherwise, including any and all claims by the Subcontractor's employees. The insurance called for above shall include but not be limited to Worker's Compensation, Automobile and Commercial General Liability insurance (including but not limited to Completed Operations coverage) in such amounts and on such terms as required by the Contractor, and such other insurance coverage as may be required by the Contract Documents or the Contractor. The minimum required Subcontractor Commercial General Liability Insurance coverage will be \$1,000,000 with a \$2,000,000 Aggregate, Automobile Limits will be \$500,000 CSL and Workers Compensation Limits will be \$500,000/\$500,000/\$500,000. The insurance company providing the insurance shall be a responsible insurer with an A.M. Best rating of A or better and satisfactory to Contractor. Contractor and Owner shall be named as Additional Insured on the above policies and will also extend Additional Insured status under the Completed Operations section, of the General Liability policy provided. The insurance policy shall provide that coverage shall not be cancelled without thirty (30) days prior written notice to Contractor. If your company utilizes

an employee leasing company for hired labor for any work performed on this project, your company must be listed as an alternate employer and/or a Named Insured on the Certificate of Insurance provided to our company.

- 8.2 Prior to the execution of this Agreement, Subcontractor shall have delivered via email to Contractor proof of the insurance required in section 8.1 in the form of a certificate of insurance duly authorized and issued by the insurer. The certificate of Insurance shall name the Contractor and Owner as additional insured and shall provide that the insurance coverage will not be cancelled without thirty (30) days prior written notice to Contractor.
- 8.3 The Contractor shall not be liable for any loss or casualty incurred or caused by the Subcontractor. The Subcontractor assumes all risk of loss for all of the Work under this Subcontract regardless of whether the Subcontractor has previously been paid for same.
- 8.4 Contractor may carry Builder's Risk insurance to cover losses sustained by the Contractor during the construction phase of the project. Builder's Risk insurance is for the sole benefit of the Contractor and Owner and not the Subcontractor. Subcontractor, shall, at his own expense, secure insurance in the proper form and coverage to insure him for losses incurred during the construction phase and thru project closeout.
- 8.5 Subcontractor is prohibited from working on project site until insurance certificates have been delivered to the contractor's office and if insurance lapses during the period of this contract. Failure to deliver proof of insurance as outlined above, with said failure resulting in a delayed start of this subcontractors work and it being determined that said failure to provide proof of insurance in a timely manner results in a delay to the project, then subcontractor will be liable for any and all damages suffered by contractor due to said delay.
- 8.6 Subcontractor shall not change insurance agents without notifying Contractor in writing of change. If insurance agent is changed during the tenure of this Agreement, the replacement insurance agent will execute the Insurance Agent Confirmation of Insurance Agreement. Failure of replacement insurance agent to execute the Insurance Agent Confirmation of Insurance Agreement may delay progress payments and or Applications for Payment submitted to the Contractor.

ARTICLE 9 SUBCONTRACTOR

9.1 Rights and Responsibilities:

- 9.1.1 The Subcontractor shall be bound to the Contractor by the terms of this Agreement and, to the extent that provisions of the contract documents between the Owner and Contractor apply to the work of the Contractor as defined in this Agreement, the Subcontractor shall assume toward the Contractor all the obligations and responsibilities which the Contractor, by those documents, assumes toward the Owner and the Architect. A copy of the Contractor's contract with the owner may be viewed by going to www.jedconst.webexone.com and logging in as a guest. The contract file is located in the project record, which is in the Project List folder.
- 9.1.2 The Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor, which the Contractor has against the Owner, except as otherwise stated in this Agreement.
- 9.1.3 Neither any payment(s) herein provided to be paid to Subcontractor, nor any other right nor interest of Subcontractor hereunder shall be assigned or transferred without Subcontractor first having received the express written consent of the Contractor. In the event Contractor shall agree to any such transfer or assignment, Contractor specifically reserves the right to renegotiate or to add any additional provisions as may be necessary under the circumstances and under no circumstances shall any such transfer or assignment relieve Subcontractor of any of its obligations under this Agreement. Contractor may withhold its consent to only such transfer of assignment at its sole discretion.
- 9.1.4 The Subcontractor shall not enter into any contract with the Owner relating to the Project without the Contractor's prior written consent.

9.2 Execution and Progress of the Work:

- 9.2.1 Subcontractor shall submit shop drawings, submittal data, brochures and samples to Contractor via fax or email in pdf format no later than ten (10) days after notification therefore from Contractor or ten (10) days from the date of this Agreement. In preparing and submitting submittals and shop drawings for review and/or approval, Subcontractor shall have thoroughly reviewed the plans for conflicts with other trades work and errors between items specified for the Subcontractor's equipment and materials and other trades/disciplines materials and equipment. HVAC and electrical contractors shall thoroughly examine the mechanical, electrical and plumbing plans and specifications for inconsistencies and errors related to voltage, phase, amperage, circuit size for equipments, etc. Errors and inconsistencies shall be brought to the attention of the Contractor in writing within twenty-four (24) hours of discovering the error or inconsistency.

Contractor and architect review are a courtesy and do not relieve the subcontractor and his supplier from supplying what is

specified in the drawings. Unless the subcontractor has express written approval by the legal owner of the improvements being made, subcontractor and his suppliers will be held to the plans and specifications provided for the project by the owner. Any subsequent discovery of materials used for the improvements that do not comply with the plans and specifications and contract documents will be removed at the subcontractor's sole expense and replaced with materials conforming to the plans, specifications and contract documents. Any monetary damage due to delays caused by the subcontractor or his supplier pertaining to this article in the subcontract agreement will be deducted for the contract amount of this agreement.

Subcontractor shall maintain on at least one computer at his office either Adobe 6.0 or higher or Nitro PDF.

- 9.2.2 The Subcontractor shall cooperate with the Contractor in scheduling and performing his Work to avoid conflict, delay, or interference with the work of others. Subcontractor shall, at least weekly, download from Sharefile or Contractors WebEx websites the most current project schedule and distribute to his/her resources and personnel providing services labor or materials to this project.
- 9.2.3 Subcontractor agrees to immediately prepare for performance of the Work hereunder and to be prepared to begin such Work as soon as instructed by Contractor. Subcontractor will carry on said work promptly and efficiently and at speed that will not cause any delay in the progress of Contractor's work or other phases of work being carried on by other Subcontractors employed by Contractor. If, in the opinion of the Contractor, the Subcontractor falls behind in the progress of the Work to be performed hereunder, the Contractor may direct the Subcontractor to take such steps as the Contractor deems necessary to improve the rate of progress, including requiring Subcontractor to increase the number of shifts, overtime operations, days of work, amount of workmen and/or amount of equipment, and to submit for approval a schedule demonstrating the manner in which the required rate of progress may be regained, all without any additional costs whatsoever to the Contractor. Failure of Subcontractor to immediately comply with Contractor's scheduling requests provided herein shall be considered to be an event of material default hereunder for which Contractor may assert any and all remedies as provided herein. Should Subcontractor in any way cause delay to the Contractor, to any other Subcontractor on the Project, or to any portion of the work described in the prime contract, Subcontractor shall be liable to the Contractor for any and all damages sustained by Contractor as a result thereof, including, but not limited to, all consequential damages and costs of continued supervision, job overhead, insurance, project facilities and other ongoing, fixed costs. In addition, in the event Owner shall assess any delay damages against Contractor, either pursuant to a valid liquidated damage provision in the prime contract or otherwise, Contractor shall have the right and option to deduct any and all such assessments that are directly attributable to delays caused by subcontractor from any amounts that may be otherwise owing to Subcontractor under this Agreement. Permitting Subcontractor to continue after the time to complete the Work has expired shall not be construed as a waiver of damages for noncompliance with time requirements provided herein.
- 9.2.4 Subcontractor shall maintain a competent and experienced superintendent or foreman on the Project at all times, with authority to carry out directives of the Contractor relating to the Subcontractor's work and responsibility. Subcontractor must at all times maintain, keep and supply adequate tools, appliances, equipment and material and employ a sufficient number of properly skilled workmen to efficiently and promptly execute all Work required hereunder. Subcontractor agrees to promptly pay for all materials furnished to or used by Subcontractor and shall compensate each workman used on the Project on a weekly basis and if required by Contractor, shall obtain and furnish a weekly signed receipt from each workman, certified by affidavit to Contractor as to the date and amount of payment, number of hours paid for, and the days on which the said work was performed, together with two (2) copies of the payroll certified by affidavit.
- 9.2.5 The Subcontractor shall furnish periodic progress reports on the Work as requested by Contractor, including information on the status of material and equipment under this Subcontract, which may be in the course of manufacture or delivery.
- 9.2.6 The Subcontractor agrees that the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and written approval by the contractor's project manager and on mutually satisfactory terms.
- 9.2.7 The Subcontractor shall pay for all materials, equipment, and labor used in, or in connection with, the performance of this subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.
- 9.2.8 All Work is to be performed subject to the final approval of the Architect or Engineer, and his decisions, made at his sole discretion, shall constitute final approval of the interpretation of the intent of the plans and specifications with regard to the scope of this subcontract, and with regard to all labor, services, equipment and materials to be supplied pursuant to this subcontract. Subcontractor shall conform to and abide by any additional specifications, drawings or explanations furnished by Architect or engineer to illustrate the work to be performed.
- 9.2.9 The Subcontractor, before proceeding with any work under the Subcontract, will accurately check and verify all previous and surrounding work done by other and determine the correctness of same. The Subcontractor shall field measure all work relating to his Work. The failure of the Subcontractor to detect and disclose any existing discrepancies or nonconformities in work done by others and to report same to the Contractor, in writing, before commencing his Work shall relieve the Contractor of any and all responsibility for same, and the Subcontractor shall be responsible and liable for all resulting damages, costs, and expenses arising as a result of discrepancies and nonconformities which should have been discovered by the Subcontractor.

The Subcontractor shall review all pages of the plans to determine how his/her work interfaces with other trades components and assemblies and, in cases of conflict, or where the plans show different locations for connections or interface of components, assemblies, piping, ductwork, refrigerant lines, conduit and conductors for electrical, data, and security systems, the resolution of all conflicts or errors in the drawings shall be as follows: a) in the case of sanitary sewer, domestic water, storm water and fire mains, the civil plans shall govern and all connections of building plumbing shall be routed to the locations shown on the civil drawings, b) in all other cases, the most expensive method shall have been used by the subcontractor in preparing his proposal.

9.2.10 All labor used throughout the Work by Subcontractor shall be acceptable to the Owner and Contractor and of a standing or affiliation that will permit the work to be carried on harmoniously and without delay and that will in no case or under any circumstances cause any disturbance, interference or delay to the progress of the work or any other work carried on by the Owner or Contractor in any town or city in the United States. Subcontractor agrees that no persons under its employ shall bring or consume any intoxicating beverages or drugs on the jobsite nor shall the same undertake any annoying, offensive or work disturbing activities on said site.

9.3 **Laws, Permits, Fees and Notices:**

9.3.1 Subcontractor agrees to comply with all local, State and federal laws, building codes and ordinances, all Federal OSHA and EEO regulations and U.S. or international trade or patent agreements, and such other labor laws as may be applicable, and to comply with all other laws, ordinances and codes and to reimburse and save the Contractor harmless from all claims, demands, causes of action and fines and pay for all necessary official licenses or permits for carrying on the Work described herein.

Subcontractor hereby represents and warrants unto Contractor that is has in fact secured and obtained all necessary and applicable licenses and all temporary and permanent permits not covered by the building permit to carry on the Work and further, agree that Federal and State tax laws, social security laws and unemployment compensation laws are a part of this Agreement and are a part of Subcontractor's obligations hereunder as though fully set forth herein. Any and all transportation tax, sales tax, royalties and any other tax that might accrue through purchase of materials or amounts paid for labor by Subcontractor or occasioned by the performance of this Subcontract Agreement shall be paid in full by Subcontractor.

9.4 **Work of Others:**

9.4.1 In carrying out his Work, the Subcontractor shall take necessary precautions to protect the work of other trades from damage caused by his operations.

9.4.2 The Subcontractor shall cooperate with the Contractor and other Subcontractors whose work might interfere with the Subcontractor's Work, and shall participate in the preparation of coordinated drawings in areas of congestion as required by the contract documents, specifically noting and advising the Contractor of any such interference.

9.5 **Safety Precautions and Procedures**

9.5.1 The Subcontractor shall take all reasonable safety precautions with respect to his Work and shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property.

9.5.2 The Subcontractor shall comply with all safety rules and measures that may be initiated by the Contractor or that may be required by the Contract Documents.

9.5.3 Subcontractor shall abide by all safety rules and measures as outlined in Contractor's Site Safety Program, a copy of which is available at the project site and from the Contractor upon request.

9.5.4 Subcontractor shall reimburse and indemnify Contractor for all costs, fines, penalties, expenses and liability incurred by Contractor or Owner as a result of the failure of Subcontractor, its agents, employees, suppliers or Subcontractors, to comply with applicable safety laws, rules, measures, regulations and orders.

9.5.5 The Subcontractor shall report immediately to the Contractor any injury to the Subcontractor's employees at the site of the Project.

9.6 **Cleanup:**

9.6.1 The Subcontractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish arising out of the operations of this subcontract and in accordance with additional instructions from Contractor's Job Superintendent.

9.6.2 Subcontractor acknowledges that waste materials present a real danger to the safety of Subcontractor's employees and the employees of others working at the work site and that part of Subcontractor's operations is the constant removal of waste material to keep the work site safe for Contractor, Owner, Subcontractor and others.

9.6.3 Should the Subcontractor fail to remove all his rubbish and debris from within and around the work site and building as instructed by this Subcontract Agreement or by the Job Site Manager, the Contractor shall have the right to perform the work with his own forces and charge the expense to the Subcontractor and deduct the expenses from the Contract Sum. Deduction will occur in a final adjusting change order to the final contract of this Agreement, not including any final adjustments.

9.7 Close-out Documents & Warranty of Work:

9.7.1 Subcontractor shall provide a safe and sufficient facility at all times for inspection of the Work by Contractor, Architect or Engineer or their authorized representative. Subcontractor shall, within twenty-four hours of receiving written notice from Contractor, proceed promptly to take down all portions of the Work or remove from the work site all materials which the Architect or Engineer shall condemn or fail to approve and, shall promptly make such material or work good or according to standard as set forth in the plans and specifications as interpreted by said Architect, Engineer or their representative.

Subcontractor hereby fully guarantees and warrants to the Contractor, Owner and Architect or Engineer, for a period of one (1) year from the date of final acceptance of the work by the Owner (as the term may be defined in the plans and specifications) or any longer period of time set forth in the prime contract or under general law, that all work and materials furnished under this Agreement shall be good and workmanlike quality, without any faults or defects, in strict conformance with the Contract Documents and free from any cause which prevents the work and materials furnished by Subcontractor from functioning in a reasonably expected manner or fulfilling their intended purpose. Subcontractor further fully guarantees and warrants to the Contractor, Owner and Architect or Engineer that all materials and equipment furnished by the Subcontractor or pursuant to this Agreement shall be new unless otherwise specified in writing by the Subcontractor and approved in writing by the Contractor. All work and materials furnished under this Agreement not conforming to the above requirements, including substitutions not properly approved and authorized, may be considered by Contractor, in its discretion, to be defective. Nothing contained in this paragraph or any portion of this Agreement shall in any way be construed or considered as an attempt by Subcontractor or Contractor to limit or shorten any applicable statutes of limitation relating to the breach of this Agreement, the negligent undertaking of any obligation contained herein or otherwise.

9.7.2 Subcontractor shall, prior to submitting Application for Payment exceeding 80% of contract value, deliver to the Contractor the following closeout documents: a) one set of as-built drawings for materials and work installed into the project, b) one copy of (unbound) approved submittals and shop drawings, c) three copies of (bound) approved submittals and shop drawings, d) four copies of Certificate of Warranty and e) four copies of any other documents required by all contract documents referred to hereunder and the furnishing of same shall be as additional condition precedent to Subcontractor receiving final payment hereunder. Subcontractor shall furnish and supply these documents within ten (10) days after reaching eighty percent completion of the work described in this Agreement. If Subcontractor fails to provide the required closeout documents as described above, the Contractor, after making one final written request for the closeout documents, and after not receiving the final closeout documents within ten days of the written notice, shall have the right to engage any and all necessary persons to prepare same and shall be entitled to deduct the costs therefore, including a multiplier of 1.65, from any amounts due Subcontractor. Costs shall be deducted in a final adjusting change order with the subcontractor.

9.7.3 Subcontractor will supply as-built drawings with all notations and changes showing any deviation from the original plans and specification. Subcontractor will provide three copies of a full size plan detailing the as-built changes.

9.7.4 Subcontractor will furnish four copies of the manuals (more if required by the plans and specifications) provided by the manufacturer or supplier, in accordance with the provisions of article 9.7.1 above.

9.7.5 Subcontractor shall provide, on a CD-RW disk, an electronic file in adobe.pdf format for each manual and materials required in article 9.7.1, 9.7.2, 9.7.3 and 9.7.4 above.

9.7.6 If project involves a condominium, when applicable, the Subcontractor shall grant to the Contractor, the Owner and/or persons such that the Owner shall designate, the Developer, and each purchaser of a condominium unit, the warranties granted by the Contractor pursuant to Florida Statute 718.203 (1995), or any amendment to such section.

9.8 Changes in the Work:

9.8.1 Subcontractor shall make all alterations, furnish materials therefore and perform all extra work or omit any work Owner, Architect, or Contractor may require, without modifying this Agreement, at a reasonable addition to or deduction from the total payment to be paid to subcontractor hereunder.

Any and all alterations or changes in the work described herein shall be made by Subcontractor only after having first received written authorization therefore from Contractor. Contractor shall not be liable to Subcontractor for any extra work or materials furnished without first obtaining said written authorization from Contractor.

Contractors' site managers, superintendents and project managers do not have authority to authorize extra work and commit the contractor to pay additional monies to the Subcontractor for this Agreement. The person signing this Agreement for the Contractor is the only person who can authorize additional work and modify this Agreement.

The cost of change order work shall be determined as follows:

- a) Add the cost of material based on supplier quotes or invoices
- b) Add the raw cost of labor
- c) Add federal and state taxes for labor cost
- d) Add workers compensation insurance (actual)
- e) Add actual cost of equipment rented
- f) Total items a thru e
- g) Add 7.5% to total in line f.
- h) The change order amount will be equal to the total of lines f and g.

Subcontractor will prepare a Change Order request using the form provided on Contractor's website (www.jedeckerconstruction.com/vendors.html). Change order request is to be emailed to the contractor's site manager for initial review.

9.9 Claims of the Subcontractor:

9.9.1 Should Subcontractor be delayed in the prosecution of the Work by the act, neglect or default of the Contractor, Owner or Architect, or by any damage caused by the elements, act of God, and/or any casualty for which Subcontractor is not responsible, then the time fixed for the completion of the Work pursuant to the terms of this Agreement shall be unilaterally extended by Contractor for a period equivalent to the time loss by reason of the cause aforesaid. No time extension shall become operative unless a claim therefore is presented in writing to Contractor within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor. Should Contractor refuse to approve such claim for extension of time, the matter shall be referred to the Architect or engineer for determination and his discretion shall be final and binding upon all parties thereto. The Subcontractor agrees that such extension of time for completing the Work precludes, satisfies and cancels any and all other claims or damage that Subcontractor may have or claim on account of such delay.

9.10 Indemnification:

9.10.1 Subcontractor agrees to defend, indemnify and hold harmless Contractor, Owner and Architect or engineer, and their agents and employees, from and against any claim, loss, costs, fines, penalties, expense or liability (including attorney's fees at trial and appellate levels), attributable to bodily injury, sickness, disease or death, or to damage to or destruction of property (including loss or use thereof), caused by, arising out of, resulting from or occurring in connection with the performance of the Work by Subcontractor, its Subcontractors, or their agents or employees, whether or not caused in part by the active or passive negligence or other fault of any party indemnified hereunder. Subcontractor's obligation hereunder shall not be limited by the provision of any worker's compensation or similar act. The obligations expressed in this paragraph shall also be the obligations of Subcontractor's surety under any bond provided under Article 4.

9.10.2 Should Owner or any other person assert a claim or institute a suit, action, or proceeding against Contractor involving the manner or the sufficiency of the performance of the Work of this subcontractor, Subcontractor shall upon written request of Contractor promptly assume the defense of such claim, suit, action or proceeding at Subcontractor's sole expense, and Subcontractor shall indemnify and hold Contractor and its agents and employees harmless from and against any liability, claim, loss, damage, or expense, including attorney's fees and costs at trial and appellate levels and sales tax, if applicable, arising out of or related to such claim, suit, action or proceeding.

9.10.3 If any of the indemnification provisions recited in this Agreement are deemed to fall within the scope of Section 725.06, Florida Statutes (1995), or any amendment of such section, then the monetary limitation on the extent of indemnification for each of those provisions under this Agreement shall be limited to a sum equal to ten (10) times the total Contract Sum as provided herein. It is further agreed and acknowledged that Subcontractor has received from Contractor the sum of \$10.00 together with other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged by Subcontractor, which has been paid by Contractor to Subcontractor for each of the indemnification provisions set forth in this Agreement. It is further acknowledged and agreed that this provision is to be considered a part of the project's specifications, bid documents and Contract Documents.

9.10.4 Subcontractor agrees to turn over work done hereunder to Contractor in good condition and free and clear of all liens, claims, liability, patent infringements, loss, damage or injuries of any kind, nature and description, including interest, attorney's fees, court costs, appellate attorney's fees and appellate court costs for the prosecution or defense, resulting from or in any way arising out of the performance or failure to perform the Work by the Subcontractor, under this Agreement.

ARTICLE 10 **CONTRACTOR**

10.1 Rights and Responsibilities:

10.1.1 The Contractor shall be bound to the Subcontractor by the terms of this Agreement and to the extent that provisions of the contract documents between the Owner and Contractor apply to the Work of the Subcontractor as defined in this Agreement, the Contractor shall assume toward the Subcontractor all the obligations and responsibilities which the Owner, by those documents, assumes toward the Contractor, except as otherwise stated in this Agreement.

10.1.2 The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor, which the Owner has against the Contractor, except as otherwise stated in this Agreement.

10.2.0 Services Provided By the Contractor:

10.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing his Work to avoid conflicts or interference in Subcontractor's Work and shall expedite written responses to all submittals made by the Subcontractor. The Contractor shall notify Subcontractor of estimated date for Subcontractor to commence his Work to enable Subcontractor to plan and perform his work properly thru project schedules issued and stored in Sharefile. The Subcontractor shall be notified promptly of any subsequent changes in the progress schedule and his expected commencement date via changes in the project schedule.

Subcontractor is responsible to download project schedules from Sharefile and distribute to his suppliers and forces.

10.2.2 Contractor shall not be liable to the Subcontractor for delay to Subcontractor's Work by act, neglect or fault of Contractor, Owner, the Architect or Engineer, or other Subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or on account of any circumstances caused or contributed to by the Subcontractor. Subcontractor's sole and exclusive remedy for delay to Subcontractor's Work shall be the extension of time to complete Subcontractor's Work as set forth in Section 9.9.1.

10.2.3 Where and when available, the Contractor, at his discretion, shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the work.

10.3.0 Communications:

10.3.1 The Contractor shall properly notify the Subcontractor in writing, either thru docusign, postal service, fax, email or otherwise, of all modifications to the contract between the Owner and the Contractor, which affect this subcontract and which were issued or re-entered into subsequent to the execution of this subcontract.

10.3.2 The Contractor or his representatives shall not give instructions or orders directly to employees or workmen of the Subcontractor, except to Superintendents, Foremen, or other persons designated as authorized representatives of the Subcontractor.

The Subcontractor shall review the contents of the project documents stored in the contractors on line documents storage website titled Sharefile. Access to the documents is obtained by going to www.jedeckerconstruction.com/sharefile-link.html.

10.4.0 Claims By The Contractor:

10.4.1 The Contractor may demand, setoff and recover damages from Subcontractor resulting from delays caused by the Subcontractor's breach or other non-compliance with terms of this Agreement or caused by the Subcontractor's negligent acts or failure to act in accordance with the terms of this Agreement. Should the delay be caused by more than one party, the actual damages shall be assessed proportionately against each responsible party. Actual damages shall include, but not be limited to any damages claimed by the Owner and Architect, and additional Contractor direct cost and overhead caused by the delay.

10.5.0 Contractor's Remedies After Subcontractor's Breach:

10.5.1 Subcontractor breaches this Agreement if Subcontractor: (1) fails to perform work hereunder; (2) in the opinion of Contractor, causes or threatens to cause delay in general progress of the building, structure or project; (3) fails to honor or abide by its guarantees and warranty set forth in Article 9.7.1; (4) in any manner breaches or fails to perform any of its obligations and undertakings herein; or, (5) breaches any other Agreement between Contractor and Subcontractor pertaining to this or any other construction project. If Subcontractor breaches this Agreement, then Contractor shall have the right to any or all of the following remedies and courses of action:

- A. Investigate the cause of such breach and expedite same in any way or manner whatsoever
- B. Take charge of and complete the performance of this Agreement and the Work provided for herein
- C. Declare this contract to be breached by Subcontractor and renegotiate and re-execute contract or contracts for the completion or correction of the Work required to be done under this Agreement with such persons, firms or corporations as shall be necessary in the opinion of the Contractor. All losses, damages, and expenses, including interest, attorney's

fees, court costs, appellate attorney's fees, and appellate court cost in the prosecution or defense of any action or suit incurred by or resulting to the Contractor or on the above account, or by reason of any other breach by Subcontractor hereunder, shall be borne by and charged against Subcontractor and its surety, including a five (5%) percent overhead and a ten (10%) percent profit, and shall be the damages for breach of this Agreement and Contractor may recover on the bond(s) previously described, if any, and both Subcontractor and its surety, if any, agree to pay Contractor such losses, damages, expenses, interest, attorney's fees, court costs, appellate attorney's fees and appellate court costs, and including a five (5%) percent overhead and ten (10%) percent profit.

- D. Notify the Subcontractor of a delay or threatened delay, allow the Subcontractor to attempt to cure said non-performance or mis-performance and back charge Subcontractor for any damages sustained by Contractor as set forth in 10.4.1
- E. If Subcontractor has provided labor, services, or materials to any other project on which Contractor is the General Contractor, the Contractor is given the express right to withhold or retain payments otherwise due to Subcontractor on any of said other projects and shall have alien on any proceeds which may ultimately be owed to Subcontractor on said projects. This provision shall apply irrespective of whether Subcontractor is in privity with Contractor on such other projects. Furthermore, Contractor is given the express right to withhold and retain payments otherwise due to Subcontractor for work performed on this project in the event Subcontractor should be in default on other projects in which Contractor is the General Contractor which default has caused Contractor or the Owner to suffer damages. Contractor shall have the right to setoff or otherwise apply any payments withheld or retained from Subcontractor against the losses and damages which Contractor suffers or incurs on this or other projects as a result of Subcontractor's breach.
- F. Terminate this Agreement.

ARTICLE 11 **TERMINATION**

- 11.1 The Contractor reserves the right to terminate this Agreement and all rights and obligation hereunder, with or without cause and at the Contractor's sole discretion, at any time up seven (7) days prior to the scheduled actual commencement of Work by Subcontractor. In the event Contractor terminates this Agreement without cause prior to commencement of work, then Contractor shall reimburse Subcontractor for any reasonable out of pocket costs incurred for the actual preparation of performance of work under this Agreement. In the event Contractor shall terminate this Agreement after commencement of the work and whether with or without justifiable cause, the damages recoverable by Subcontractor, if any, shall be strictly limited to compensation to Subcontractor for services performed for services performed through the date of such termination, subject to set off for damages, delays, and costs to Contractor and other monetary loss to Contractor caused by termination.
- 11.2 In addition to paragraph 11.1 above, Contractor shall be entitled to terminate this Agreement on the happening of any of the following events: (a) on Subcontractor's breach on the agreement as set forth in paragraph 10.5.1; (b) if contractor reasonably determines that its ability to perform the prime contract with the Owner or this Agreement with the Subcontractor is impaired for reasons beyond the Contractor's control. (c) if Owner breaches its prime contract with the Contractor; (d) if Contractor deems itself insecure as to Subcontractor's ability to perform Subcontractor's duties and obligations under this Agreement; or (e) on the by or against Subcontractor of a voluntary or involuntary petition under any provision of the Federal Bankruptcy Code, as amended, or making of a general assignment for the benefit of Subcontractor's creditors, or is a receiver should be appointed on account of Subcontractor's insolvency, or otherwise, or the filing of a lien by the Internal Revenue Service against Subcontractor.

ARTICLE 12 **MISCELLANEOUS PROVISIONS**

- 12.1 In the event any of the Work shall be commenced or in any part undertaken by Subcontractor without its first having first executed this Agreement, and said subcontractor shall have received a copy of this Subcontract Agreement, then Subcontractor and Contractor until the full execution hereof, shall be deemed to have entered into an oral agreement, fully binding upon said parties and containing the identical provisions as are contained herein.
- 12.2 Contractor and Subcontractor, for themselves, their heirs, successors, executors, administrators and assigns, do hereby agree to the full performance of the covenants of this Agreement and agree that the provisions of this Agreement and all rights and remedies provided herein shall be construed under and governed by the laws of the State of Florida. In the event of suit by the Contractor or its surety against the Subcontractor or its surety or those with whom he deals on behalf of this Agreement, or suit by the Subcontractor or its surety or those with whom he deals on behalf of this Agreement, against the Contractor or its surety, then the venue of such suit shall be in Polk County, Florida and the Subcontractor hereby waives for itself, its surety or those with whom he deals on behalf of this Agreement whatever rights it may have in the selection of venue. Subcontractor and its surety do hereby further agree that the provisions concerning venue as contained herein shall be specifically binding upon them, notwithstanding the existence of any contrary venue provision as may be contained in any surety bond delivered to the Owner by Contractor and/or its surety.

12.3 This contract, including the terms and conditions contained herein, embodies the entire Agreement between the parties and no other agreements, oral or otherwise, or instruments or papers, except those set forth in this Agreement shall be deemed to exist or to bind any of the parties hereto relating to the subject matter hereof. The paragraph headings and titles of this contract are no part of the Subcontract Agreement, having been inserted for convenience only, and shall have no effect upon the construction or interpretation of any part of this Subcontract Agreement.

12.4 "Contract Documents", all as prepared by the project Architect, Engineers, and Consultants shall include the following:

12.4.1 Exhibits, Attachments, Drawings & Specifications

- Exhibit A - Site Safety Policy Amendment**
- Exhibit B - Site Safety Acknowledgment, Statement & Notification of Injuries, Accidents and Loss of Property**
- Exhibit C - Assignment of Subcontract**
- Exhibit D - Statement of Worker's Compensation Exemption & Waiver of Claims**
- Exhibit E - Certificate of Warranty**
- Exhibit G - Agreement To Submit Interim Progress Billings**
- Exhibit H - Letter of Intent (optional)**
- Exhibit I - Subcontractors proposal (optional)**
- Exhibit J - Vendors Information (optional)**
- Exhibit K - Project Schedule (optional)**
- Exhibit L - Certificate of Insurance, W-9, Professional License, Occupational License,**

Drawings and specifications for this project are the permit drawings issued by the Authorities Having Jurisdiction over this project. A copy of the permit drawings has been stored in the contractor's on-line plan room. Subcontractor acknowledges and agrees that at his expense he will have produced, in adequate size and number, reproductions or copies of the plans, specifications, geotechnical reports, any other reports having special relevance to this project and more specifically, this subcontractors work, and the addendums issued during the bidding process. No other drawings shall be used or referred to and any such use of drawings other than those located at the project site or stored in the contractor's on line plan room folder shall be grounds for rejection of materials provided and installed or work performed if such rejection is based on subcontractor using non-approved drawings.

12.5.0 **Scope of Work**", as applicable to this trades work, includes but is not necessarily limited to

12.5.1 all work described in all proposals submitted to contractor, 2) written notes of discussions and negotiations and work and methods to accomplish the proposed work; and THE Letter of Intent/Notice of Award.

12.5.2 All work in your scope to be installed in strict accordance with applicable codes, per plans and specifications; and

12.5.3 All material and equipment unloading, stocking (including temporary weather protection), hoisting (if required) and distribution, including Owner-supplied equipment/materials to be included in your scope of work; and.

12.5.4 Subcontractor shall supply a pdf file for submittals and shop drawings via email to the contractor's project manager, and if required hard copies (up to six sets) if so directed by the Contractor; and

12.5.5 All layout, engineering, seals and stamps on shop drawings (if required) and establishment of elevation required for the complete and proper installation of your scope of work.

12.5.6 All incidentals required for the complete and proper installation of your scope of work; and

12.5.7 All hangars, supports and partition backing and or blocking required for complete and proper installation of your scope of work, including, but not limited to, all metal supports, fastening and welding; and

12.5.8 All sleeving, cutting, patching, grouting and/or sealing of material penetrations necessary to accommodate your work, including sealing penetrations through smoke and fire barriers; and

12.5.9 Includes all labor, material and equipment to furnish and install all system labeling, signage and identification required by the contract documents and/or necessary to meet applicable code requirements; and

12.5.10 All permitting fees, tap fees (if for site utilities), shop drawing and miscellaneous permit requirements for your work; and.

12.5.11 Informing Site Manager and/or Project Manager forty-eight (48) hours in advance of any inspections required from the Authority Having Jurisdiction; and.

12.5.12 Requirement for company personnel to wear OSHA and/or James E. Decker Construction Company approved attire while on the project site; and

- 12.5.13 Plywood at areas specified in the contract documents related to your work, i.e. Electrical Room, if so noted in the drawings or in this Agreement; and
- 12.5.14** All labor, material and equipment to furnish and properly maintain all necessary scaffolding per OSHA and Contractor's Construction standards and Site Safety Policy, if required to accomplish your work and if included in the contract; and
- 12.6 Placement of all non-hazardous debris in area/dumpster as designated by Contractor's Site Manager until the preliminary punch list has been completed for the project.
- 12.7 Furnishing Material Safety Data Sheets (MSDS) for any/all products used by this subcontractor for this Project shall be submitted in duplicate to Contractor. MSDS are to be in alphabetical order and legible.
- 12.8 "Time is of the essence" provision for completion of this Subcontractor's scope of work. Project completion and Certificate of Completion/Occupancy must be obtained in accordance with Project Construction Schedule. Subcontractor shall order all of its required material and provide sufficient manpower necessary to meet Project Phasing requirements and achieve/accommodate this completion date.
- 12.9 Furnishing of Release of Liens from this Subcontractor's suppliers, sub-subcontractors, and its subcontractor shall accompany each progress payment application.
- 12.10 Subcontractor work hours will correspond to working hours established by the Contractor. Unless specifically directed otherwise by the Contractor, project work hours are Monday thru Friday, 7AM – 3:30pm. Subcontractor shall order all of its required material and provide sufficient manpower to complete all scheduled work within these hours.
- 12.11 All material storage trailers locations and employee parking will be coordinated with James E. Decker Construction Company's Site Manager and/or Project Manager.
- 12.12 Subcontractor shall update the as-built drawings set maintained at job site on a weekly basis.
- 12.13 Subcontractor shall provide competent jobsite superintendent/foremen at all times during performance of your work scope. Subcontractor shall provide his superintendent/foremen with a complete set of project plans and specifications. The following is contact information for the subcontractors project manager and foreman:

Subcontractor Project Manager Information

Name: _____
 Email: _____
 Phone: _____ Fax: _____ Mobile: _____

Subcontractor Site Manager Information

Name: _____
 Email: _____
 Phone: _____ Fax: _____ Mobile: _____

Whereof, the parties hereto have accepted and executed this Agreement on the day and year first above written.

CONTRACTOR:

JAMES E. DECKER CONST COMPANY

By: _____
 James E. Decker, President

SUBCONTRACTOR:

 Signature

 Print Name & Title

EXHIBIT A
JAMES E. DECKER CONSTRUCTION
SITE SAFETY POLICY AMENDMENT

A complete copy of the Safety Policy, dated January 10, 2009 is stored at the end of this Agreement and should be printed out and provide to the employees who will be working on this project. Subcontractor acknowledges that they have./or will upon execution of this agreement download the Site Safety policy and provide it to all employees of the subcontractor who will be working a James E. Decker Construction site.

The Site Safety Policy contains provisions for fines for safety violations and Contractor is presenting them on this page so that the subcontractor is fully aware of the Contractor's zero tolerance regarding safety violations. Contractor retains the services of a third party safety inspection firm to make weekly inspections of the Contractor's projects. Safety violations are written up and provided to the Contractor with copies to the subcontractor. Fines are imposed for safety violations, without exception. The fines are as follows:

First Violation for:

Hard hats, shirts (4" sleeves), full length pants (no seats), work boots (no gym shoes) not worn on job site by personnel at all time.

Fine: \$10 fine to company

Fall protection harnesses when working on walls, setting trusses, sheathing roofs and in accordance with OSHA guide lines when not used as required

Fine: \$50 fine to company

Electrical cords not in accordance with OSHA guidelines

Fine: \$25 fine to company

Second Violation for:

Hard hats, shirts (4" sleeves), full length pants (no seats), work boots (no gym shoes) not worn on job site by personnel at all time.

Fine: \$50 fine to company

Fall protection harnesses when working on walls, setting trusses, sheathing roofs and in accordance with OSHA guide lines when not used as required

Fine: \$100 fine to company

Electrical cords not in accordance with OSHA guidelines

Fine: \$100 fine to company

Third Violation for:

Hard hats, shirts (4" sleeves), full length pants (no seats), work boots (no gym shoes) not worn on job site by personnel at all time.

Fine: Dismissal of individual from jobsite and \$50 fine to company

Fall protection harnesses when working on walls, setting trusses, sheathing roofs and in accordance with OSHA guide lines when not used as required

Fine: Dismissal of repeat violator from jobsite and \$250 fine to company

Electrical cords not in accordance with OSHA guidelines

Fine: Dismissal of individual from jobsite and \$100 fine to company

To download the Site Safety Policy, go to www.jedeckerconstruction.com.

EXHIBIT B

**SITE SAFETY ACKNOWLEDGEMENT STATEMENT
AND
NOTIFICATION OF INJURIES, ACCIDENTS AND LOSS OF PROPERTY**

Subcontractor confirms that an authorized representative of the Subcontractor’s company, who will have direct responsibility for the supervision of employees for the subcontractor working in the field on the project referenced in this Agreement, has read and understands the contents of the “James E. Decker Construction Safety Policy” in its entirety. Subcontractor, and its representatives also confirm that the obligation to safety and health is not limited to the contents of the “James E. Decker Construction Safety Policy.” Any and all rules, regulations, and guidelines necessary to provide a safe and healthful working environment for all employees at all times will be enforced.

Subcontractor will comply with the policy when contracted by James E. Decker Construction. Subcontractor will further communicate the policy and required compliance to any Subcontractor we might employ to perform work for James E. Decker Construction and will have them sign and submit a copy of this “Acknowledgement Statement” as proof that they fully understand the contents.

Subcontractor acknowledges the need to immediately notify the Contractor or contractor’s Site Manager when injuries to employees of the subcontractor occur or accidents or loss of property occur on the project site. Subcontractor agrees to follow the procedures outlined in Contractor’s “Managing Risk in the Field” when reporting injuries, accidents and loss of property and report injuries, accidents and loss of property to the Contractor or Site Manager as follows:

- Injuries to Workers – Verbally to the Site manager within ten minutes of the injury
 In writing (using JED form) to the Contractor within twenty-four hours of the injury

- Accidents On Site - Verbally to the Site Manager within five minutes of the accident
 In writing (using JED form) to the Contractor within twenty-four hours of the injury

- Loss of Property - In writing (using JED form) to the Contractor within one hour of the loss being discovered

DEFINITIONS

JED Form - Form titled “Notification of Injuries, Accidents and Loss of Property” to be used by JED employees and Subcontractors when documenting an injury, accident or loss of property.

Verbally – Communication via phone or face to face

Written – Communication of a fact or statement via fax, email, US Postal service
Faxes are to be sent to 863/ 248-8206
Emails are to be sent to riskmanagement@jedeckerconstruction.com

SUBCONTRACTOR

Signature

Printed Name

Date

EXHIBIT D

STATEMENT OF WORKERS COMPENSATION EXEMPTION & WAIVER OF CLAIMS

Please answer Yes and No to the following statements. (A yes or no must be entered in each box)

Subcontractor affirms that:

_____ subcontractor maintains a workers compensation policy and is not exempt from carrying worker's compensation insurance

_____ subcontractor is exempt from carrying worker's compensation insurance in accordance with the insurance laws in the state in which the project takes place; and.

Subcontractor further acknowledges, confirms and agrees by his/her signature below, that he/she waives all past, present and future claims for injury or injuries that the Subcontractor has incurred or may incur during his/her performance of this Subcontract Agreement, whether he/she is on the construction site or in transit away from or in transit to the construction site for any purpose related to the performance of this Subcontract Agreement against James E. Decker Const Company, James E. Decker Construction, James E. Decker, individual, all officers and stockholders of James E. Decker Const Company, a Florida Corporation, any and all legal entities in which James E. Decker Const Company is engaged in a contract who have now or may have in the future an interest in the project located at the project address stated in this Subcontract Agreement, including any non-related and undisclosed third parties who may have a financial interest in the real estate or real improvements being made to the real estate.

In consideration for The Waiver of Claim, Subcontractors acknowledges that Ten dollars (\$10) has been included in the Subcontract Agreement amount as full tender, consideration and payment for the Waiver of Claim and Future Releases.

SUBCONTRACTOR

Signature

Printed Name

Date

ONE YEAR GENERAL GUARANTEE AND WARRANTY OF WORK

Issued to:

Contractor

Owner

James E. Decker Const Company
611 E. Lime Street
Lakeland, Florida 33801

Project Name:

Address:

City & State

Period of Warranty: Beginning the date of Certificate of Occupancy issued by Authority Having Jurisdiction and continuing for a period of 365 calendar days

_____ warrants all labor and materials furnished and work
(Subcontractor Company Name)

performed are in accordance with the contract plans and specifications and authorized changes and additions. Should any defect develop during the contract general guarantee period, as hereinafter defined, due to improper material or workmanship on the part of the undersigned, the undersigned will repair and replace any and all defects. This warranty does not extend to defects or damage caused by forces or actions beyond the undersigned's control such as, but not limited to, abuse, normal wear and tear, normal usage, failure to properly maintain the work, failure to properly operate equipment, acts of civil disorder, acts of war, or acts of God.

The GENERAL GUARANTEE shall be for a period of one (1) year from the date on which the completed work is turned over to and accepted by the owner, unless a different period of time is specified elsewhere.

DATED THIS _____ day of _____, 20____.

FOR THE SUBCONTRACTOR

By: _____

Printed Name: _____

Title: _____

Exhibit E

General Agreement For Progress Payments and Final Billings

.....
THIS AGREEMENT made this _____ day of _____ in the year 20____, by and between James E. Decker Const Company (CONTRACTOR) and _____ SUBCONTRACTOR), for the project titled _____, which is located in the state of _____.

WITNESSETH: That in addition to the requirements set forth in a separate agreement for construction services, the SUBCONTRACTOR agrees to perform additional actions as herein stated:

SUBCONTRACTOR agrees to:

1. submit all requests for interim progress payments and for final payment (retainage) on the PayApp Express form provided by Contractor Documents Express.
2. implement the actions outlined in the Getting Started section for subcontractors, which is found at www.cde-us.com within five days after executing this agreement.
3. designate a person with the subcontractor who will become familiar with preparing and submitting pay applications using PayApp Express.
4. go to the website for Contractor Documents Express www.cde-us.com and click on store to purchase one document containing a link to the PayApp Express template for the project named above within five days after signing this agreement.
5. play all video demo's and tutorials regarding the use of PayApp Express immediately after receiving a subcontract agreement and executing this agreement.
6. direct all questions regarding Contractor Document Express and PayApp Express to the account representative or customer service agent designated for the state where the project is located and not to the general contractor or construction manager.
7. keep all documents and links to the PayApp Express template purchased from Contractor Document Express strictly confidential and shall not disclose the link to any person or individual outside the subcontractor's accounts receivable department personnel.
8. abide by and honor all terms and conditions set forth in the privacy statement contained in the websites for Contractor Documents Express.

This agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all undertakings. This agreement shall be enforced under the laws of the state in which the general contractor is organized or located, unless stipulated elsewhere.

This is the entire agreement and is signed the day and year first written above.

CONTRACTOR

BY: _____

NAME: _____

AS ITS: _____

SUBCONTRACTOR

BY: _____

NAME: _____

AS ITS: _____