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EX. C Florida Housing GCCC

GENERAL CONTRACTOR COST CERTIFICATION

FORM AND INSTRUCTIONS

These instructions are designed to assist Housing Credit (HC) Applicants, General Contractors, and independent Certified Public Accountants in the preparation and submission of the General Contractor Cost Certification (GCCC) as part of the Final Cost Certification Application Package (FCCAP) required of the HC Applicant. The GCCC shall be completed, executed and submitted to Florida Housing in both hard copy format and electronic files of the Microsoft Excel spreadsheet for the General Contractor cost certification, along with the required Certified Public Accountant opinion letter regarding the General Contractor cost certification, and an unqualified audit report prepared by an independent Certified Public Accountant regarding the General Contractor cost certification.

The purpose of the General Contractor cost certification process is to establish the total actual costs incurred by the General Contractor in the delivery of a HC Development. This will assist Florida Housing in determining certain development costs and the amount of subsidy to be allocated to the HC Development.

The cost certification process is required of all HC Applicants and all General Contractors. The HC Applicant is obligated to submit or cause to be submitted the GCCC in a timely manner with respect to its FCCAP submission deadline. The GCCC certification must be completed by the General Contractor and returned to Florida Housing along with an unqualified audit report from an independent Certified Public Accountant, each component of which must be reviewed and accepted by Florida Housing. The Certified Public Accountant's report must provide the findings of its audit of the General Contractor's construction contract costs and state the General Contractor's cost certification was completed according to proper regulatory procedures and professional standards, inclusive of the requirements provided herein.

The HC Applicant will receive a GCCC template as an electronic Microsoft Excel file to forward to the General Contractor or the General Contractor can obtain one directly from Florida Housing. Instructions for completing it begin on page 3. Please read the instructions before attempting to complete it.

The General Contractor is entitled to include in the General Contractor's cost certification costs, all ordinary and necessary expenses directly related to the construction contract to deliver the HC Development, inclusive of amounts paid or owing to all subcontractors, all labor and material required for the purpose of performing the contract, insurance premiums, and all types of ordinary and necessary costs related to the construction (light, power, telephone, water and other utilities furnished to the construction job, and all other ordinary expenditures of the contractor incidental to the performances of the contract). Labor can be aggregated in one total for each cost line item, but all subcontractors/vendors paid for said labor must be identified and included in the information provided to the Certified Public Accountant as provided below. In such a case, insert a comment under the 'Name of Subcontractor or Payee' column header indicating there are multiple payees for that cost line item. If a subcontractor is providing both labor and material for

a specific line item and a separation of labor and material costs cannot be detailed, then the costs for that specific line item can be reported as a combined total. Each subcontractor, or payee, must be identified as either being related, or not being related, to the general contractor. Attachment A is a trade item listing, clarifying the desired trade item captions and a general description of what should be included in each of those trade items.

All expenditures must be reduced by the amounts of any rebates, allowances, trade discounts, reimbursements, adjustments, cost savings, or other sums that the General Contractor and/or the HC Applicant has received or is to receive.

Florida Housing reserves the right to exclude any cost when the amount is determined to be so high as to be out-of-line with reasonable and necessary costs or not in compliance with any restrictions outlined in the application, credit underwriting, and/or allocation processes. Florida Housing also reserves the right to exclude any cost deemed not appropriate as provided by Section 42 of the Internal Revenue Code.

The General Contractor shall provide at least the following information to the Certified Public Accountant:

- 1) Completed Florida Housing's General Contractor cost certification forms, including any required descriptions of costs (see Attachment A: Trade Item Captions and Definitions);
- 2) Copy of construction contract and any change orders;
- 3) Listing of all sub-contractors utilized on the job, with amounts paid or to be paid;
- 4) Listing of all other costs and fees paid and/or incurred for the HC Development by the general contractor.

The Certified Public Accountant performing the audit of the General Contractor's cost certification must send the following confirmation requests to the three largest dollar sub-contractors:

- 1) Confirm the construction contract amount;
- 2) Confirm any change orders;
- 3) Confirm what additional costs were incurred outside of the contract, if any;
- 4) Confirm the type of services provided (trade breakdown); and
- 5) Confirm amounts paid to date and balance(s), if any, to be paid.

In addition, the Certified Public Accountant must randomly select other sub-contractors sufficient in number (but in no event less than five), when taken together with the three largest dollar sub-contractors, to account for at least 40% of the total contract construction cost, and verify the amounts paid to each sub-contractor by reviewing check copies, contract documents, change orders, and other supporting information to verify amounts included within the cost certification for each sub-contractor selected.

GENERAL CONTRACTOR COST CERTIFICATION INSTRUCTIONS

The General Contractor must use the Microsoft Excel file provided to complete the GCCC. The Microsoft Excel file provided via email is named "General Contractor Cost Certification Template". **Open the file in Microsoft Excel and immediately save the file under another name to preserve the formulas in the original file.**

Many cells are protected, the computer will automatically generate these entries depending on your other entries, and you will not be able to enter anything into these areas. Many entries once entered are automatically incorporated into formulas throughout the template.

You will notice that the fonts have different colors:

- Items in a black font represent those items that are the template.
- An item in a brown font represents an item entered by you.
- An item in a dark blue font represents a copy of an item previously entered by you or a calculation made based on entries previously entered by you. You will be unable to enter anything into a cell that has a dark blue font.

Start at the top of the worksheet tab called 'GC Cost Breakdown.'

Type in the Development Name, Development Location, Contractor Name, and Owner's Name in the spaces provided.

There are six separate cost sections to this report: Site Improvements, Off-Site Improvements, Building, Furnishings/Appliances, Other Fees Paid by the General Contractor, and Contractor General Requirements, Overhead and Profit. Within each of these sections, there are various Trade Item areas which must be completed, as applicable, with each cost line item divided into new construction, rehabilitation, and commercial categories. The column to the right of the Trade Item description is reserved to designate each cost line item as being used for either an accessory building, recreational amenities, or existing common areas. If the cost line item is not to be designated as one of these three categories, leave the corresponding cell blank. These cost line items will be grouped accordingly within the Summary of Construction Costs section at the bottom of the template.

For each Trade Item area there are seven rows defaulted to be available for detailed input. If you need more than those seven rows, you may insert additional rows as needed. If a row is inserted, be sure to copy the formula in the 'Total' column from another row and paste it into the new row. In order to condense a print-out of the worksheet, you may hide a row that has no entry and does not need to be viewed. In all cases, at least the first line of each Trade Item area (showing the Trade Item description) and the corresponding 'Subtotal' row must be visible in a print-out.

When entering cost line items for the Trade Item description of 'Demolition and Asbestos Abatement', you can only enter those costs either under 'New Construction' or 'Rehabilitation'

because the column designated for 'Commercial' is only supposed to represent the hard costs related to the delivery of that space.

All costs must be entered into one of the existing Trade Item areas. In order to appropriately detail the costs paid versus the costs owing to each subcontractor, report the costs that have been paid to a particular subcontractor on one line and then report the costs owing to that subcontractor on another line.

Under the Trade Item section for 'Other Fees Paid by the General Contractor,' you cannot designate the cost line items to fall under the categories of accessory building, recreational amenities, or existing common areas since these sections exist as their own separate category.

There are four pre-filled cost line items under 'Other Fees Paid by the General Contractor' and there are three empty spaces available for your own designation. Simply enter a description in the first column for that option. If additional rows are needed, you can insert additional rows.

When entering the three detailed cost line items under 'Contractor General Requirements, Overhead and Profit,' the total of these are limited by the application process and cannot exceed the limit of 14% of the actual construction cost.

Once completed, the various cost line items will be automatically grouped together under the various construction cost categories provided under the 'Summary of Construction Costs' section. If the Certified Public Accountant believes the pre-set groupings are not correct for this section, comments can be provided in the 'Exhibit A' worksheet tab explaining the needed variances.

If any comments are deemed necessary by the General Contractor or the Certified Public Accountant, they can be included in the 'Exhibit A' worksheet tab.

Once the 'GC Cost Breakdown' worksheet tab is completed and all necessary comments have been incorporated into the 'Exhibit A' worksheet tab, the GC Certification form found on the 'Certification' worksheet tab must be completed. All information in this worksheet tab can be completed in the form itself except for the original signatures. Original signatures must be provided by the General Contractor's authorized representative and the Certified Public Accountant on the hard copy that is to be provided to Florida Housing.

Printing:

The template is designed to print in a portrait orientation setting on letter-sized paper. Please provide a print-out of each worksheet tab.

If you have any questions or comments, please call Florida Housing at (850) 488-4197.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Earth Work	Site preparation (clearing and grubbing), top soil stripping and piling; rough site grading with cuts and fills; structure excavation and backfill; finish grading; footer trenching; soil testing; related field staking; site equipment rental fees.
Site Utilities	Labor and material and all pertinent costs related to installation of water, sewer, storm, electric, gas, telephone, cable, etc. Includes site staking/engineering for each, excavation of each, standby inspection fees for each, utility provider charges for each, removal of abandoned or relocated utility lines, and any other cost related to the installation of site utilities.
Roads, Walks and Paving	Includes labor and material related to the installation of all concrete and asphalt, including all areas outside the building including, but not limited to, roads, streets, alleys, parking areas, sidewalks, stoops, porches, and any other site hard surface. This includes the labor and material for the preparation work, the base, the actual hard surface, and related field staking and concrete testing.
Site Improvements	Labor and material related to the installation of equipment for playground and other special areas; fences; handrails; permanent exterior signs; dumpsters; trash enclosures; mailboxes; flagpoles; gazebos; and non-framing canopies; swimming pools and all pool accessories, and any other site amenity.
Lawns and Planting	Labor and material related to final grading of top soil, the planting of trees; tree walls; flowers; flower beds; shrubs; grass and other ground covers; irrigation systems; edging, sprinkler systems, and any other work related to the exterior finish product.
Demolition and Asbestos Abatement	Labor and material related to demolition, asbestos abatement and any other environmental related tasks.
Retaining Walls	Labor and material related to wood or stone retaining walls, bracing, etc.
Unusual Site Conditions	Labor and material related to any unusual site conditions. Contractor to provide description of such work.
Concrete	Labor and material related to footer concrete, cast-in-place or precast concrete work within a structure, including foundations, piers, floors, walls, etc.; formwork; reinforcement; cementations decks and toppings; gypcrete; related concrete testing; etc.
Masonry	Labor and material related to concrete block within a structure, including elevator shaft, mortar; reinforcement; wall ties; masonry window sill; grouting; cleaning; brick or stone work within a structure; mortar; grouting and cleaning; lintels, etc.
Metals	Labor and material related to the installation of any type of metals.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Rough Carpentry	Labor and material related to wood framing; sheathing; sub flooring; wood decking; wood trusses; glued-laminated construction; stairs; framing steel; house wrap.
Finish Carpentry	Labor and material related to interior and exterior trim and millwork; shelving; counter tops; prefinished paneling; exterior shutters; custom casework; ornamental items; wood window sills; handrails; interior doors, hardware, wire shelving; and any other item to finish the interior of the units not noted herein. Includes temporary hourly labor, final cleaning, punch list labor.
Waterproofing	Labor and material related to sheet or panel waterproofing; bituminous or cementitious damp proofing; building paper; foundation drain tile; sealants and caulking; and any other type of waterproofing or damp proofing.
Insulation	Labor and material related to the installation of perimeter, floor, wall and ceiling insulation; vapor barriers; fireproofing; and any other type of insulation.
Roofing	Labor and material related to the installation of roofing felt; shingles; roofing tile; membrane roofing; attic/roof ventilators; drip edge; flashing; and any other types of roofing.
Sheet Metal (Siding, Soffit, Fascia, Exterior Sheathing, Gutters, Downspouts)	Labor and material related to the installation of vinyl, aluminum, wood, or concrete/cement siding; soffit, fascia, shutters, columns, handrails, gable vents; gutters, downspouts, fasteners and adhesives. All items related to the exterior finish of the buildings not included elsewhere herein.
Doors	Labor (unless included elsewhere) and material related to the installation of exterior doors; frames; garage doors; garage door openers; sliding doors; screen/storm doors; hardware; thresholds; weather-stripping.
Windows	Labor (unless included elsewhere) and material related to the installation of vinyl, wood, steel, aluminum, clad or any other type of windows; screens; storm windows; glazing; weather-stripping; hardware.
Glass	Labor and material related to the installation of store front glass; glass; glazing; special glazing; and any other type of glass not included in doors or windows.
Drywall	Labor and material related to gypsum board systems for walls and ceiling, taped and finished; resilient channels and clips; wall texture; and any other types of interior wall finishes prior to painting.
Acoustical	Labor and material related to the installation of ceiling tiles; ceiling tile grids; sound absorbing panels in walls or floors; grid bracing and wiring; etc.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Resilient Flooring	Labor and material related to the installation of floor underlayment; all types of resilient tile or sheet good flooring; cove base; adhesives; stair treads and risers; edging; etc.
Tile Work and Wood Flooring	Labor and material related to the installation of any type of flooring tile or hardwood. Any type of flooring not included in 'Resilient Flooring or Carpeting.'
Carpeting	Labor and material related to the installation of carpet; carpet tile; padding adhesives; edging; etc.
Painting and Decorating	Labor and material related to the priming and painting of exterior and interior walls, ceilings, doors, windows, trim, lintels, and other surfaces; caulking; decorations; etc.
Cabinets and Countertops	Labor and material related to the installation of kitchen wall and base cabinets; bath vanities; hardware; special cabinets; laminate, granite or any other type of tops; and any other cabinetry and tops included.
Blinds and Shades, Artwork	Labor and material related to the installation of window blinds; shades; draperies; drapery rods; attached artwork.
Appliances	Labor and material related to the installation of refrigerators, ranges/stoves, range hoods, disposals, dishwashers, trash compactors, and any other appliances.
Elevators	Labor and material related to the installation of elevators.
Plumbing and Hot Water	Labor and material related to the installation of all water and gas piping and fittings within five feet of structures; pipe insulation; bathtubs; water closets; sinks; lavatories; laundry trays; water heaters; pumps; and any other items related to the plumbing therein.
Heating, Ventilation and Air Conditioning	Labor and material related to the installation of warm air heating systems, including boilers, furnaces and ducts; electric resistance heating systems; heat pumps systems; kitchen, bath, and laundry ventilation systems; duct insulation; individual room air conditioning units; stack-on air conditioning units; compressors and racks which hold compressors; and any other items related to the heating, ventilation and air conditioning therein.
Fire Suppression	Labor and materials related to installation of sprinkler system, fire extinguishers and cabinets, fire stop canisters, knox box, etc.
Electrical	Labor and material related to the installation of service equipment; raceways; conductors; wiring devices; lighting; fire and smoke alarm systems; communications systems; telephone service; television systems, including signal reception devices; all finish electrical components; and any other item related therein.
Pest Control	Termite protection on the site, foundations and any other type of pest control.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Trash Chute	Labor and material related to the installation of any permanent trash chute.
Specialties	Labor (unless included elsewhere) and material related to the installation of toilet and shower compartments; bathroom accessories including, but not limited to grab bars, towel bars, toilet paper holders, soap dishes, medicine cabinets, bathroom mirrors, etc.
Special Equipment	Labor and material related to the installation of washers, clothes dryers, laundry equipment, furnishings, equipment for offices, and any other type of equipment.
Special Construction	Labor and material related to the installation of fire places, safety and life safety inspections, green certification, and energy rating costs not covered elsewhere.
Miscellaneous (Labor and Materials)	Contractor to describe costs included in this Trade Item. Total labor costs and purchases of materials amounting to less than \$1,000 may be included as a lump sum here.

OTHER FEES PAID BY GENERAL CONTRACTOR

Building Permit, Tap Fees and Impact Fees	Amounts paid for any type of permits, tap fees, and impact fees.
Construction Insurance (Builder's Risk Insurance)	Amounts paid for insurance during the construction period.
Bond Premium	Amounts paid for performance, payment and any other types of bonds.

CONSTRUCTION COSTS

General Requirements	Includes HC Development management and supervision; field office expenses (including staff); field engineering, temporary items such as construction sign, facilities, roads, walkways, barricades, fences, portable restrooms, and utilities; cleanup and rubbish disposal activities; site security and/or theft and vandalism insurance; sidewalk and street rental, travel, lodging and meals; etc. Contractor to describe costs included in this Trade Item. Amounts not audited.
Contractor Overhead	Amounts not audited.
Contractor Profit	Amounts not audited.

EX. D Qualifications and
Clarifications - N/A

EX. E Schedule of Values

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Jonesboro Investment Corp
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023
FROM CONTRACTOR:
Lloyd's Construction & Consulting
11633 Philips Hwy
Jacksonville, FL 32256

PROJECT:
Palatka Apartments
507 3rd Ave
Palatka, FL 32177
VIA ARCHITECT:
RDL Architects
16102 Chagrin Blvd, Suite 200
Shaker Heights, Ohio 44120

CONTRACT FOR: New Construction Turn-Key 40 Unit Affordable Housing Project in Pal

APPLICATION #: 1
PERIOD TO: 04/15/24
PROJECT NOS:
CONTRACT DATE: 03/27/24

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Lloyds Construction and Consulting, LLC Date: _____

State of: Florida
County of: Duval

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____
My Commission expires: _____

CERTIFICATE FOR PAYMENT
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----- \$ 7,007,177.00

2. Net change by Change Orders----- \$

3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 7,007,177.00

4. TOTAL COMPLETED & STORED TO DATE-\$
(Column G on Continuation Sheet)

5. RETAINAGE:
a. 10.0% of Completed Work \$
(Columns D+E on Continuation Sheet)
b. _____ of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column 1 of Continuation Sheet----- \$

6. TOTAL EARNED LESS RETAINAGE----- \$
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$

8. CURRENT PAYMENT DUE----- \$

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 7,007,177.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 04/15/24

Palatka Apartments

PERIOD TO: 15-Apr-24

507 3rd Ave

ARCHITECT'S PROJECT NO:

Palatka, FL 32177

A	B	C	D	E	F	G	H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period				
1	Division 01 — General Requirement	305,472.00					305,472.00	
2	Division 02 — Site Works							
3	Div 2.1 Land Clear/Grub - Permanent	278,248.50					278,248.50	
4	Div 2.2 Land Clear/Grub - Bldg/Depreciate	272,916.50					272,916.50	
5	Div 2.3 Undergrd. Bldg Utilities&Lift Station	77,400.00					77,400.00	
6	Div 2.4 Stormwater & Retention Pond	150,500.00					150,500.00	
7	Div 2.5 Misc - Limerock, Asphalt, Striping	197,800.00					197,800.00	
8	Division 03 — Concrete	223,600.00					223,600.00	
9	Division 04 — Masonry	796,105.48					796,105.48	
10	Division 05 — Metals							
11	Division 06 — Wood and Plastics							
12	Division 07 — Thermal and Moisture Protec	623,846.00					623,846.00	
13	Division 08 — Doors and Windows	383,881.82					383,881.82	
14	Division 09 — Finishes							
15	Div 9.1 Drywall, Doors, Trim	712,820.00					712,820.00	
16	Div 9.2 Cabinets, Countertops	234,410.00					234,410.00	
17	Div 9.3 Flooring 80% LVP; 20% Carpet	106,005.84					106,005.84	
18	Div 9.4 Paint	190,060.00					190,060.00	
19	Div 9.5 Blinds/Shelving	59,020.00					59,020.00	
20	Div 9.6 Appliances	108,000.00					108,000.00	
21	Div 9.7 Electrical & Plumbing Fixtures	54,500.00					54,500.00	
22	Div 9.8 Finishes Misc	29,048.00					29,048.00	
23	Division 10 — Specialties							
24	Division 11 — Equipment							
25	Division 12 — Furnishings	96,430.00					96,430.00	
26	Division 13 — Special Construction							
27	Division 14 — Conveying Systems							
28	Division 15 — Mechanical/Plumbing	854,200.00					854,200.00	
		5,754,264.14					5,754,264.14	

ATTACHMENT TO PAY APPLICATION

PROJECT:

Palatka Apartments

507 3rd Ave

Palatka, FL 32177

APPLICATION DATE:

15-Apr-24

1

ARCHITECT'S PROJECT NO:

SUBTOTALS PAGE 3																	
A		B		C		D		E		F		G		H		I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage								
			From Previous Application (D + E)	This Period													
29	Division 16 — Electrical	408,720.00						408,720.00									
30	General Contractor General Conditions	384,983.15						384,983.15									
31	General Contractor Overhead	128,328.33						128,328.33									
32	General Contractor Profit	330,881.38						330,881.38									
33																	
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56																	
SUBTOTALS PAGE 3		7,007,177.00						7,007,177.00									

EX. F Payment and Performance Bond

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

Merchants National Bonding, Inc.

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Attorney-In-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnities, and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Section 6 is modified by adding section 6.3.

6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

Merchants National Bonding, Inc.
6700 Westown Parkway
West Des Moines Iowa 50266

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond:

☐ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

Merchants National Bonding, Inc.

(Corporate Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

Attorney-In-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety had denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

EX. 6 Form of Change Order



Proposal for Palatka Apartments – Change Order #00

March 27, 2024

Owner -

Tim Morgan – JIC Palatka Apartments LLC (tmorgan@jonesborocorp.com)
7160 Chagrin Road, Suite 250
Chagrin Falls, Ohio 44023

Project –

Palatka Apartments
507 Third Avenue
Palatka, FL 32177

General Contractor –

Joseph Campbell – Vice President/Partner (joseph@lloydsconstruction.net)
11633 Philips Highway
Jacksonville, FL 32256

Lloyd's Construction & Consulting, LLC proposes to provide turnkey construction services to complete the below mentioned project.

Proposed Scopes of Work:

- Change Order Scope Example
 - Details for Change Order Scope
- Change Order Scope Example
 - Details for Change Order Scope
- Change Order Scope Example
 - Details for Change Order Scope
- Change Order Scope Example
 - Details for Change Order Scope

Lloyd's Construction & Consulting, LLC
11633 Philips Highway, Jacksonville FL 32256
Phone 904.683.4468
Fax 904.683.4290
State of Florida Certified General Contractor
CGC 1520026



The Original Contract Price was – \$7,007,177.00

Net Change(s) to the Contract Price from Previously Authorized Change Orders – \$0.00

The Contract Price prior to this Change Order – \$7,007,177.00

The Contract Price will be Increased by this Change Order in the amount of – \$0.00

The new Contract Price including this Change Order will be – \$7,007,177.00

The Contract Time will be increased by – 0 Calendar Days

The Date of Substantial Completion as of the date of this Change Order, therefor is - Unchanged

This Change Order is valid for 14 days. **Payment Terms: Contractor to Submit Progress Draws via AIAG702/703 Each Month; following Contract Terms of Original AIA Contract Dated xx-xx-xxxx. Pricing includes materials, labor, transportation, associated fees and taxes. Any additional work resulting in billable amounts requested shall be priced to owner as a change order and must be authorized in writing by project coordinator prior to Lloyd's Construction & Consulting, LLC commencing.**

Owner/Agent Signature-_____ Date-_____

Contractor Signature-_____ Date-_____

Lloyd's Construction & Consulting, LLC
11633 Philips Highway, Jacksonville FL 32256
Phone 904.683.4468
Fax 904.683.4290
State of Florida Certified General Contractor
CGC 1520026

EX. H GC Interim Lien Waiver

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Palatka Apartments

The undersigned lienor, in consideration of the sum of: \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced at **507 Third Avenue Palatka, FL, 32177**

This lien waiver is contingent upon the receipt of a payment in the amount of: \$ _____ for all labor, services, equipment, and materials furnished to the jobsite of **Palatka Apartments** through _____ only and does not cover any retention pending, modifications and charges or items furnished after that date.

DATE: _____

COMPANY: **Lloyd's Construction and Consulting, LLC**

SIGN: _____

PRINTED NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____ by

____ Who is personally known to me

____ Whose identity if proved on the basis of _____.

Notary Public

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Palatka Apartments

The undersigned lienor, in consideration of the sum of: \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced at **507 Third Avenue Palatka, FL, 32177**

This lien waiver is contingent upon the receipt of a payment in the amount of: \$ _____ for all labor, services, equipment, and materials furnished to the jobsite of **Palatka Apartments** through _____ only and does not cover any retention pending, modifications and charges or items furnished after that date.

DATE: _____

COMPANY: **Lloyd's Construction and Consulting, LLC**

SIGN: _____

PRINTED NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____ by

____ Who is personally known to me
____ Whose identity is proved on the basis of _____.

Notary Public

EX.I Subcontractor's
Interim Waiver

**CONDITIONAL WAIVER AND RELEASE
OF LIEN
FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ 0.00 hereby waives and releases its lien and right to claim of lien for labor, services or materials to **Lloyd's Construction & Consulting, LLC** on the project of:

**PROJECT NAME
PROJECT ADDRESS 1
PROJECT ADDRESS 2**

This lien waiver is contingent upon the receipt of a check in the amount of \$0.00 and upon clearance of the aforementioned.

Invoice(s):

Dated:

Lienors Name: **COMPANY NAME**
COMPANY ADDRESS 1
COMPANY NAME ADDRESS 2

By: _____

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL WAIVER AND RELEASE
OF LIEN
FINAL PAYMENT**

The undersigned lienor, in consideration of the final payment in the amount of \$ **0.00** hereby waives and releases its lien and right to claim of lien for labor, services or materials to **Lloyd's Construction & Consulting, LLC** on the project of:

**PROJECT NAME
PROJECT ADDRESS 1
PROJECT ADDRESS 2**

This lien waiver is contingent upon the receipt of a check in the amount of \$**0.00** and upon clearance of the aforementioned.

Invoice(s):

Dated:

Lienors Name: **COMPANY NAME**
COMPANY ADDRESS 1
COMPANY NAME ADDRESS 2

By: _____

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

EX I GC's Final Lien Waiver and Release Upon
Final Payment

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Palatka Apartments

The undersigned lienor, in consideration of the sum of: \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced at 507 Third Avenue Palatka, FL, 32177

This lien waiver is contingent upon the receipt of a payment in the amount of: \$ _____ for all labor, services, equipment, and materials furnished to the jobsite of **Palatka Apartments** through _____ only and does not cover any retention pending, modifications and charges or items furnished after that date.

DATE: _____

COMPANY: Lloyd's Construction and Consulting, LLC

SIGN: _____

PRINTED NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____ by

____ Who is personally known to me

____ Whose identity if proved on the basis of _____.

Notary Public

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Palatka Apartments

The undersigned lienor, in consideration of the sum of: \$ _____ hereby waives and releases its lien and right to claim a lien for labor, services or materials invoiced at 507 Third Avenue Palatka, FL, 32177

This lien waiver is contingent upon the receipt of a payment in the amount of: \$ _____ for all labor, services, equipment, and materials furnished to the jobsite of **Palatka Apartments** through _____ only and does not cover any retention pending, modifications and charges or items furnished after that date.

DATE: _____

COMPANY: Lloyd's Construction and Consulting, LLC

SIGN: _____

PRINTED NAME: _____

TITLE: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on _____ by

____ Who is personally known to me

____ Whose identity if proved on the basis of _____.

Notary Public

EX. K Subcontractor's Final Lien Waiver and
Release upon Final Payment

**CONDITIONAL WAIVER AND RELEASE
OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of the progress payment in the amount of \$ **0.00** hereby waives and releases its lien and right to claim of lien for labor, services or materials to **Lloyd's Construction & Consulting, LLC** on the project of:

**PROJECT NAME
PROJECT ADDRESS 1
PROJECT ADDRESS 2**

This lien waiver is contingent upon the receipt of a check in the amount of \$**0.00** and upon clearance of the aforementioned.

Invoice(s):

Dated:

Lienors Name: **COMPANY NAME**
COMPANY ADDRESS 1
COMPANY NAME ADDRESS 2

By: _____

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1,1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

**UNCONDITIONAL WAIVER AND RELEASE
OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of the progress payment in the amount of \$ **0.00** hereby waives and releases its lien and right to claim of lien for labor, services or materials to **Lloyd's Construction & Consulting, LLC** on the project of:

**PROJECT NAME
PROJECT ADDRESS 1
PROJECT ADDRESS 2**

This lien waiver is contingent upon the receipt of a check in the amount of \$**0.00** and upon clearance of the aforementioned.

Invoice(s):

Dated:

Lienors Name: **COMPANY NAME
COMPANY ADDRESS 1
COMPANY NAME ADDRESS 2**

By: _____

Printed Name: _____

The foregoing instrument was acknowledged before me this _____ of _____, 20____, by _____, _____ who is personally known to me or who has produced _____ as identification and who did take an oath.

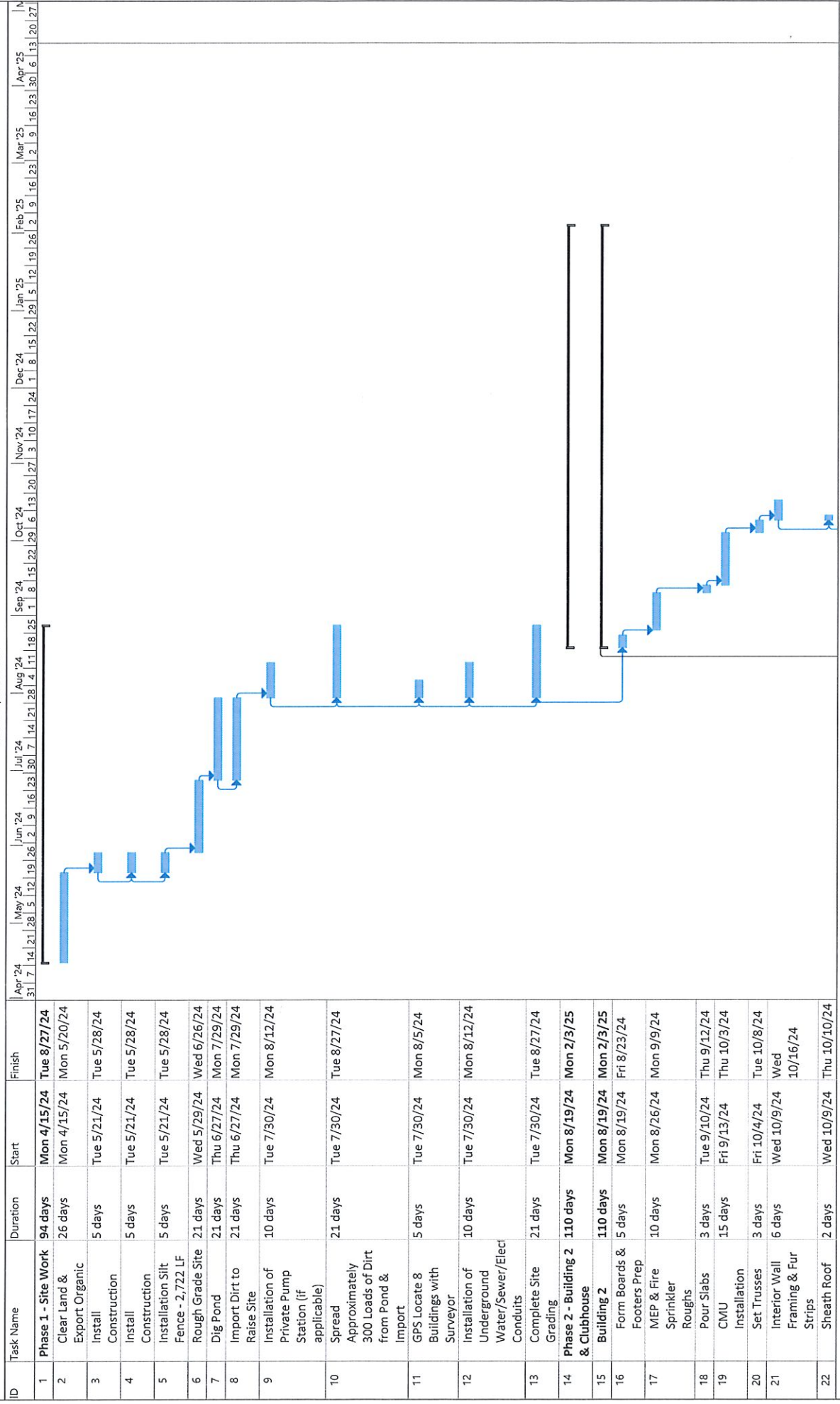
NOTARY PUBLIC, STATE OF _____

My Commission Expires: _____

Note: This is a statutory form prescribed by section 713.20, Florida Statutes (1996) Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

EXL Schedule

Palatka Apartments



Palatka Apartments

ID	Task Name	Duration	Start	Finish
23	Dry In Exterior Walls	2 days	Wed 10/9/24	Thu 10/10/24
24	MEP & Sprinkler Top Out	15 days	Fri 10/11/24	Thu 10/31/24
25	Fire Alarm Top Out - LV Wiring	2 days	Fri 10/11/24	Mon 10/14/24
26	Dry In & Shingles	4 days	Fri 10/11/24	Wed 10/16/24
27	Installation Windows &	5 days	Fri 10/11/24	Thu 10/17/24
28	Insulation	5 days	Fri 10/18/24	Thu 10/24/24
29	Lathe Installation	2 days	Fri 10/18/24	Mon 10/21/24
30	Stucco Scratch Coat	4 days	Tue 10/22/24	Fri 10/25/24
31	Drywall Installation	15 days	Tue 10/22/24	Tue 11/12/24
32	Stucco Top Coat & EIFS	10 days	Wed 11/13/24	Tue 11/26/24
33	Cabinet/Counter Installation	5 days	Wed 11/13/24	Tue 11/19/24
34	ADD ASPHALT PAVING FOR ALL AND BLDG 1+2 STRIPING	21 days	Wed 11/20/24	Fri 12/20/24
35	MEP & Sprinkler & Fire Alarm Top Out	15 days	Mon 12/23/24	Tue 1/21/25
36	Interior Doors & Interior Trim	10 days	Mon 12/23/24	Tue 1/14/25
37	Exterior Painting	8 days	Mon 12/23/24	Fri 1/10/25
38	Soffit/Fascia Installation	5 days	Mon 1/13/25	Fri 1/17/25
39	Interior Painting	5 days	Mon 1/13/25	Fri 1/17/25
40	Flooring Installation	5 days	Mon 1/13/25	Fri 1/17/25
41	Pour all Sidewalks and Curbs on	10 days	Mon 1/20/25	Fri 1/31/25
42	Blinds, Mirrors, Bath Accessories,	10 days	Mon 1/20/25	Fri 1/31/25
43	Install Appliance	5 days	Mon 1/20/25	Fri 1/24/25
44	Install Gutters ar	5 days	Mon 1/20/25	Fri 1/24/25
45	Install Landscapi	5 days	Mon 1/20/25	Fri 1/24/25
46	Blower Door Tes	1 day	Mon 1/20/25	Mon 1/20/25

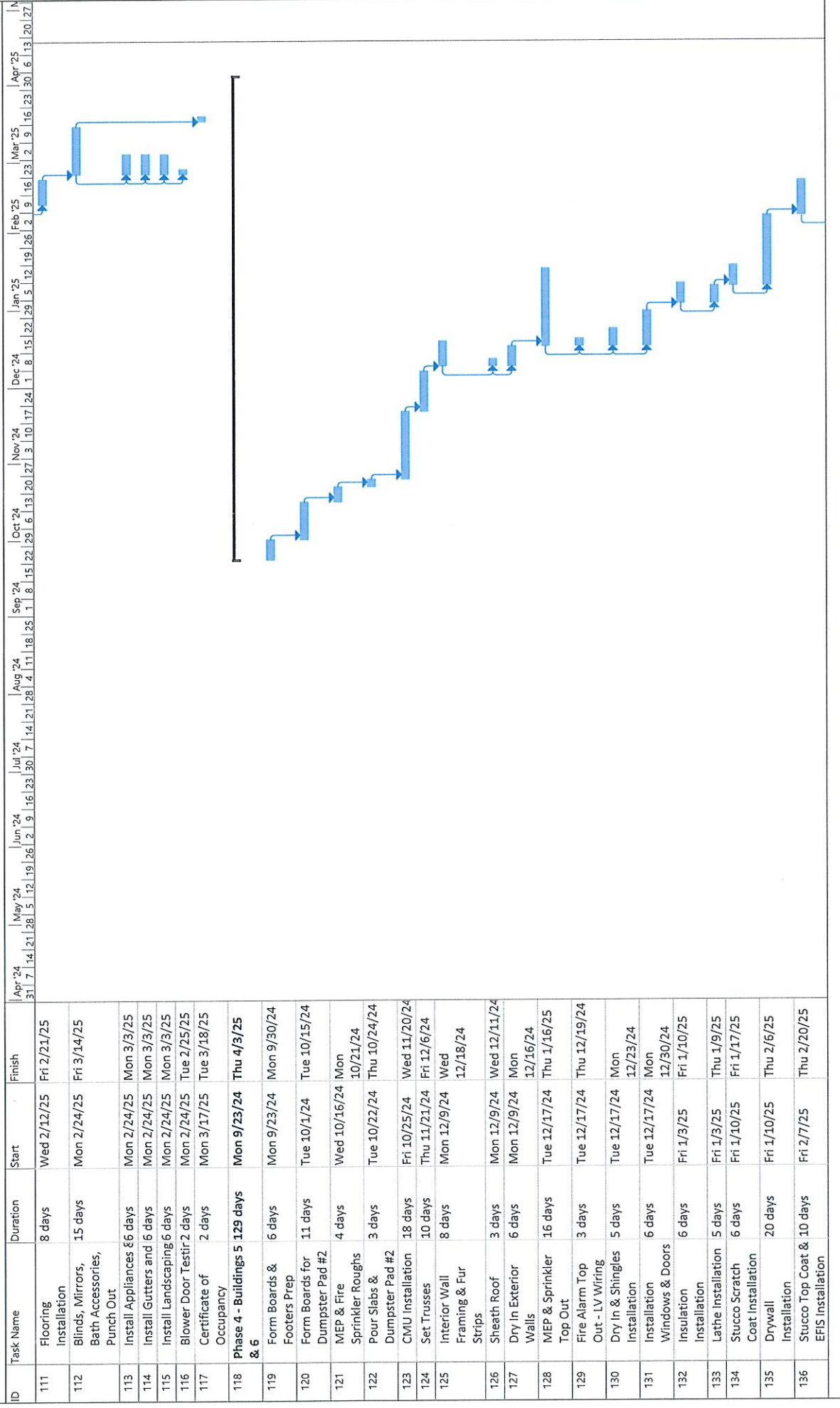
Palatka Apartments

ID	Task Name	Duration	Start	Finish
47	Certificate of Occupancy	1 day	Mon 2/3/25	Mon 2/3/25
48	Clubhouse	85 days	Mon 8/19/24	Thu 12/19/24
49	Form Boards & Footers Prep	5 days	Mon 8/19/24	Fri 8/23/24
50	Form Boards for MEP & Fire Sprinkler	1 day	Mon 8/19/24	Mon 8/19/24
51	Pour Slabs & CMU Installation	10 days	Tue 8/20/24	Tue 9/3/24
52	Set Trusses	3 days	Wed 9/4/24	Fri 9/6/24
53	Interior Wall	6 days	Mon 9/9/24	Fri 9/27/24
54	Sheath Roof	2 days	Mon 9/30/24	Wed 10/2/24
55	Dry in Exterior	2 days	Thu 10/3/24	Thu 10/10/24
56	MEP & Sprinkler	15 days	Thu 10/3/24	Fri 10/4/24
57	Fire Alarm	2 days	Mon 10/7/24	Fri 10/25/24
58	LV / Data Wiring	2 days	Mon 10/7/24	Tue 10/8/24
59	Dry in & Shingle	4 days	Mon 10/7/24	Thu 10/10/24
60	Installation Winc	5 days	Mon 10/7/24	Fri 10/11/24
61	Insulation	5 days	Mon 10/14/24	Fri 10/18/24
62	Lathe Installation	2 days	Mon 10/14/24	Tue 10/15/24
63	Stucco Scratch	4 days	Wed 10/16/24	Mon 10/21/24
64	Drywall Installation	15 days	Wed 10/16/24	Tue 11/5/24
65	Stucco Top Coat	10 days	Wed 11/6/24	Wed 11/20/24
66	Cabinet/Counter	5 days	Wed 11/6/24	Wed 11/13/24
67	MEP & Sprinkler	15 days	Thu 11/14/24	Fri 12/6/24
68	Interior Doors & Windows	10 days	Thu 11/14/24	Wed 11/27/24
69	Exterior Painting	8 days	Thu 11/14/24	Mon 11/25/24
70	Installation of Windows	3 days	Tue 11/26/24	Mon 12/2/24
71	Soffit/Fascia Installation	5 days	Tue 11/26/24	Wed 12/4/24
72	Install ADA Parking	2 days	Tue 11/26/24	Wed 11/27/24
73	Interior Painting	5 days	Tue 11/26/24	Wed 12/4/24
74	Flooring Installation	5 days	Tue 11/26/24	Wed 12/4/24
75	Install Electric	1 day	Thu 12/5/24	Thu 12/5/24
76	Install Monomer	2 days	Thu 12/5/24	Fri 12/6/24
77	Install Permanent	5 days	Thu 12/5/24	Wed 12/11/24
78	Blinds, Mirrors, etc	10 days	Thu 12/5/24	Wed 12/18/24
79	Install Appliances	5 days	Thu 12/5/24	Wed 12/11/24
80	Install Gutters	5 days	Thu 12/5/24	Wed 12/11/24
81	Install Landscaping	5 days	Thu 12/5/24	Wed 12/11/24
82	Blower Door Test	1 day	Thu 12/5/24	Thu 12/5/24
83	Certificate of Occupancy	1 day	Thu 12/19/24	Thu 12/19/24

Palatka Apartments

D	Task Name	Duration	Start	Finish
86	Phase 3 - Buildings 3 & 4	127 days	Mon 9/9/24	Tue 3/18/25
87	Form Boards & Footers Prep	6 days	Mon 9/9/24	Mon 9/16/24
88	MEP & Fire Sprinkler Roughs	11 days	Tue 9/17/24	Tue 10/1/24
89	Pour Slabs	4 days	Wed 10/2/24	Mon 10/7/24
90	CMU Installation	18 days	Tue 10/8/24	Thu 10/31/24
91	Set Trusses	10 days	Fri 11/1/24	Fri 11/15/24
92	Interior Wall Framing & Fur Strips	7 days	Mon 11/18/24	Tue 11/26/24
93	Sheath Roof	3 days	Mon 11/18/24	Wed 11/20/24
94	Dry In Exterior Walls	6 days	Mon 11/18/24	Mon 11/25/24
95	MEP & Sprinkler Top Out	16 days	Tue 11/26/24	Thu 12/19/24
96	Fire Alarm Top Out - LV Wiring	3 days	Tue 11/26/24	Mon 12/2/24
97	Dry In & Shingles Installation	5 days	Tue 11/26/24	Wed 12/4/24
98	Windows & Doors Installation	6 days	Tue 11/26/24	Thu 12/5/24
99	Insulation Installation	6 days	Fri 12/6/24	Fri 12/13/24
100	Lathe Installation	5 days	Fri 12/6/24	Thu 12/12/24
101	Stucco Scratch Coat Installation	6 days	Fri 12/13/24	Fri 12/20/24
102	Drywall Installation	20 days	Fri 12/13/24	Mon 1/20/25
103	Stucco Top Coat & EFIS Installation	10 days	Tue 1/21/25	Mon 2/3/25
104	Cabinet/Countertop Installation	5 days	Tue 1/21/25	Mon 1/27/25
105	Parking Lot Striping Bldg 3 & 4 Only	4 days	Tue 1/21/25	Fri 1/24/25
106	MEP & Sprinkler Fire Alarm Top Out	16 days	Mon 1/27/25	Mon 2/17/25
107	Interior Doors & Interior Trim	12 days	Mon 1/27/25	Tue 2/11/25
108	Exterior Painting	12 days	Mon 1/27/25	Tue 2/11/25
109	Soffit/Fascia Installation	8 days	Wed 2/12/25	Fri 2/21/25
110	Interior Painting	8 days	Wed 2/12/25	Fri 2/21/25

Palatka Apartments

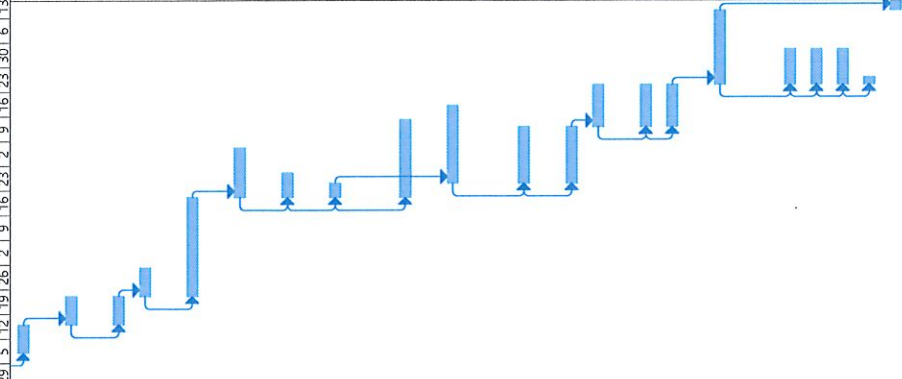


Palatka Apartments

ID	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25
137	Cabinet/Countertop Installation	5 days	Fri 2/7/25	Thu 2/13/25	31	7	14	21	28	5	12	19	26	2	9	16	23
138	Parking Lot Striping Bldg 5 & 6 Only	2 days	Fri 2/7/25	Mon 2/10/25	31	7	14	21	28	5	12	19	26	2	9	16	23
139	MEP & Sprinkler & Fire Alarm Top Out	16 days	Tue 2/11/25	Tue 3/4/25	31	7	14	21	28	5	12	19	26	2	9	16	23
140	Interior Doors & Interior Trim	12 days	Tue 2/11/25	Wed 2/26/25	31	7	14	21	28	5	12	19	26	2	9	16	23
141	Exterior Painting	12 days	Tue 2/11/25	Wed 2/26/25	31	7	14	21	28	5	12	19	26	2	9	16	23
142	Soffit/Fascia Installation	8 days	Thu 2/27/25	Mon 3/10/25	31	7	14	21	28	5	12	19	26	2	9	16	23
143	Interior Painting	8 days	Thu 2/27/25	Mon 3/10/25	31	7	14	21	28	5	12	19	26	2	9	16	23
144	Flooring Installation	8 days	Thu 2/27/25	Mon 3/10/25	31	7	14	21	28	5	12	19	26	2	9	16	23
145	Blinds, Mirrors, Bath Accessories, Punch Out	15 days	Tue 3/11/25	Mon 3/31/25	31	7	14	21	28	5	12	19	26	2	9	16	23
146	Install Appliances	6 days	Tue 3/11/25	Tue 3/18/25	31	7	14	21	28	5	12	19	26	2	9	16	23
147	Install Gutters and Landscaping	6 days	Tue 3/11/25	Tue 3/18/25	31	7	14	21	28	5	12	19	26	2	9	16	23
148	Install Landscaping	6 days	Tue 3/11/25	Tue 3/18/25	31	7	14	21	28	5	12	19	26	2	9	16	23
149	Blower Door Test	2 days	Tue 3/11/25	Wed 3/12/25	31	7	14	21	28	5	12	19	26	2	9	16	23
150	Certificate of Occupancy	3 days	Tue 4/1/25	Thu 4/3/25	31	7	14	21	28	5	12	19	26	2	9	16	23
151	Phase 5 - Buildings 7 & 8	129 days	Mon 10/7/24	Thu 4/17/25	31	7	14	21	28	5	12	19	26	2	9	16	23
152	Form Boards & Footers Prep	6 days	Mon 10/7/24	Mon 10/14/24	31	7	14	21	28	5	12	19	26	2	9	16	23
153	MEP & Fire Sprinkler Roughs	11 days	Tue 10/15/24	Tue 10/29/24	31	7	14	21	28	5	12	19	26	2	9	16	23
154	Pour Slabs	4 days	Wed 10/30/24	Mon 11/4/24	31	7	14	21	28	5	12	19	26	2	9	16	23
155	CMU Installation	20 days	Tue 11/5/24	Thu 12/5/24	31	7	14	21	28	5	12	19	26	2	9	16	23
156	Set Trusses	12 days	Fri 12/6/24	Mon 12/23/24	31	7	14	21	28	5	12	19	26	2	9	16	23
157	Interior Wall Framing & Fur Strips	8 days	Mon 12/30/24	Mon 1/13/25	31	7	14	21	28	5	12	19	26	2	9	16	23
158	Sheath Roof	3 days	Mon 12/30/24	Mon 1/6/25	31	7	14	21	28	5	12	19	26	2	9	16	23
159	Dry In Exterior Walls	4 days	Mon 12/30/24	Tue 1/7/25	31	7	14	21	28	5	12	19	26	2	9	16	23
160	MEP & Sprinkler Top Out	16 days	Wed 1/8/25	Wed 1/29/25	31	7	14	21	28	5	12	19	26	2	9	16	23
161	Fire Alarm Top Out - LV Wiring	3 days	Wed 1/8/25	Fri 1/10/25	31	7	14	21	28	5	12	19	26	2	9	16	23
162	Dry In & Shingles Installation	5 days	Wed 1/8/25	Tue 1/14/25	31	7	14	21	28	5	12	19	26	2	9	16	23

Palatka Apartments

ID	Task Name	Duration	Start	Finish	Apr '24	May '24	Jun '24	Jul '24	Aug '24	Sep '24	Oct '24	Nov '24	Dec '24	Jan '25	Feb '25	Mar '25	Apr '25
163	Installation Windows & Doors	6 days	Wed 1/8/25	Wed 1/15/25	31	7	14	21	28	5	12	19	26	3	10	17	24
164	Insulation Installation	6 days	Thu 1/16/25	Thu 1/23/25													
165	Lathe Installation	6 days	Thu 1/16/25	Thu 1/23/25													
166	Stucco Scratch Coat Installation	6 days	Fri 1/24/25	Fri 1/31/25													
167	Drywall Installation	20 days	Fri 1/24/25	Thu 2/20/25													
168	Stucco Top Coat & EFIS Installation	10 days	Fri 2/21/25	Thu 3/6/25													
169	Cabinet/Countertop Installation	5 days	Fri 2/21/25	Thu 2/27/25													
170	Parking Lot Striping Bldg 7 & 8 Only	2 days	Fri 2/21/25	Mon 2/24/25													
171	Dog Park Installation	16 days	Fri 2/21/25	Fri 3/14/25													
172	MEP & Sprinkler & Fire Alarm Top Out	16 days	Tue 2/25/25	Tue 3/18/25													
173	Interior Doors & Interior Trim	12 days	Tue 2/25/25	Wed 3/12/25													
174	Exterior Painting	12 days	Tue 2/25/25	Wed 3/12/25													
175	Soffit/Fascia Installation	8 days	Thu 3/13/25	Mon 3/24/25													
176	Interior Painting	8 days	Thu 3/13/25	Mon 3/24/25													
177	Flooring Installation	8 days	Thu 3/13/25	Mon 3/24/25													
178	Blinds, Mirrors, Bath Accessories, Punch Out	15 days	Tue 3/25/25	Mon 4/14/25													
179	Install Appliances	8 days	Tue 3/25/25	Thu 4/3/25													
180	Install Gutters	8 days	Tue 3/25/25	Thu 4/3/25													
181	Install Landscaping	8 days	Tue 3/25/25	Thu 4/3/25													
182	Blower Door Test	2 days	Tue 3/25/25	Wed 3/26/25													
183	Certificate of Occupancy	3 days	Tue 4/15/25	Thu 4/17/25													



EX. M Sample Subcontract



Subcontract Agreement

☒ Original

Subcontract No: 01

☐ Modification

Page 1 of 19

Subcontractor Company: Address:	Project Name/Location:	Date:
Subcontractor License No.:		Cost Code: Lloyds's Construction Contractor Lic. #1520026
Federal Tax Identification No.: <input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership	Project Management Contact Information:	Terms: Included Within
Attention: Subcontractor Phone No.: Email:	Project Supervision Contact Information:	Bill To: Lloyd's Construction 11633 Philips Highway Jacksonville FL 32256

This Subcontract Agreement (the "Subcontract") is made by and between Lloyd's Construction & Consulting LLC (hereinafter called "Contractor"), and the Subcontractor named above ("Subcontractor"). The Contractor has entered into a General Contract with SUBCONTRACTOR NAME (the "Owner"), to perform certain work described as PROJECT NAME (the "Project").

In consideration of the mutual promises made herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Subcontractor hereby agree to the terms and conditions described herein and in the Contract Documents. The Subcontractor agrees to furnish all labor, materials, technical and professional services, supervision, tools, equipment, insurance and taxes necessary and incidentally required to perform the "Work":

SCOPE OF WORK (Further Described Herein):

ALL FOR THE LUMP SUM AMOUNT OF..... \$0.00

1. SCHEDULE OF VALUES:

The following Cost Codes will apply for this subcontract:

<u>Cost Code</u>	<u>Item of Work</u>	<u>Amount</u>
		0.00



Subcontractor:

Project Name:

Date:

Subcontract No.: 01

2. INCLUSIONS:

The Scope of Work shall include, but is not limited to the following:

- a) See attached Addendum A
- b) See Addendum B below:

SCOPE:

3. EXCLUSIONS:

The following items are specifically excluded:

- a) None

Subcontractor:
Project Name:
Date:
Subcontract No.: 01

4. GENERAL CONTRACT AND CONTRACT DOCUMENTS:

- a) Contractor has entered into a General Contract with the Owner (hereafter referred to as "the General Contract") for the Project described in the Subcontract. The Project is to be constructed in accordance with the terms, conditions and covenants of the General Contract and in accordance with the Subcontract. The Subcontractor assumes the same obligations and responsibilities with respect to its performance under this Subcontract that the Contractor assumes toward the Owner with respect to its performance under the General Contract. If the General Contract, which is hereby incorporated by reference, varies or conflicts with any provision of this Subcontract, or any modification hereof, the General Contract shall govern, unless this Subcontract provides otherwise. The pertinent parts of said General Contract will be made available upon the Subcontractor's request.
- b) If the Owner becomes bankrupt or otherwise defaults in its payments to Contractor under the General Contract, then, upon written notice to Subcontractor, Contractor may terminate this Subcontract and will thereupon be liable to Subcontractor only for the cost of work actually performed and justifiable expense incurred by Subcontractor up to the time of receipt of said notice but solely to the extent those costs and expenses are actually recovered by Contractor from Owner. Subcontractor understands and agrees that payment to Contractor by Owner is a condition precedent to Contractor's obligation to pay Subcontractor.
- c) Contract Documents include this Subcontract, the General Contract, Modifications issued pursuant to the terms of this Subcontract and the following plans and specifications and other attachments:
1. Attachment A: Drawings and Specification Log
 2. Attachment B: Insurance Coverages & Sample Certificate
 3. Attachment C: Project Schedule
 4. Attachment D: Invoice Requirements, Joint Check Policy & Lien Waiver Templates
 5. Attachment E: W-9
 6. Attachment F: Subcontractor Requisition for Payment & Requisition for Retainage
- d) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Subcontractor shall perform the Work consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.
- e) In case of a conflict or ambiguity between different Contract Documents, such conflict shall be resolved by first requiring the greater quality or quantity.

Subcontractor:
Project Name:
Date:
Subcontract No.: 01

5. SCOPE OF WORK

- a) All notes included in this subcontract shall supersede any conditions, inclusions, or exclusions as noted in the subcontractor's bid. Subcontractor acknowledges that this is a lump sum subcontract and subcontractor shall remain responsible for the completeness of his bid.
- b) Subcontractor shall furnish all necessary labor, insurance, materials, supervision, services, tools, equipment, transportation, hoisting, shop drawings, samples and all other services necessary to fully perform and complete the Work required by this Subcontract (the "Work"). The Work shall be performed in accordance with the construction schedule/milestones and the most current updates to this schedule, which shall be referred to as the Progress Schedule. The Work shall also be performed in cooperation with other trades, in a good and workmanlike manner, free from defects, and to the satisfaction and acceptance of the Contractor and Owner, all in accordance with the Contract Documents and the most current Progress Schedule.
- c) As a condition precedent to Contractor's payment obligation under this Subcontract, all applicable taxes, business or occupational licenses, permits, fees and insurances required for the proper performance of the Work, shall be furnished and paid for by the Subcontractor and the amount thereof is included in the Subcontract amount. Subcontractor agrees to hold Contractor harmless from all claims, actions, penalties, and/or fines resulting from Subcontractor's failure to comply with this section.
- d) No claim shall be made due to minor variations in the actual conditions of the premises from what is shown on the drawings. Subcontractor shall examine the premises, note and ascertain the existing conditions at the site and the nature and location of the Work. All work affected or governed thereby or required for the thorough and satisfactory execution and completion of its Work, whether indicated and specified or not, and regardless of quantity estimated, shall constitute part of this Subcontract and shall be performed without extra charge.
- e) Subcontractor represents that it has inspected and is fully familiar with the site and the scope of Work to be performed by Subcontractor at the site. Subcontractor shall not make any claim based on site conditions, which could have been discovered through a proper site inspection.
- f) Subcontractor shall be responsible for all layout, engineering and field dimensioning required for its Work.

Subcontractor:
Project Name:
Date:
Subcontract No.: 01

- g) Subcontractor shall be responsible for all unloading, hoisting, storage and movement of the materials, tools and equipment required for the performance of its Work.
- h) Subcontractor shall do all cutting, fitting and patching required for its Work and shall properly seal all sleeves and penetrations of walls and floors caused by its Work.

6. PERFORMANCE

- a) Subcontractor shall employ a competent English speaking Supervisor who shall be in attendance at the Project during the performance of the Work. The Supervisor shall be satisfactory to the Contractor and Owner and shall not be changed except with the written consent of the Contractor. The Supervisor shall represent the Subcontractor in all matters including, but not limited to all communications, notices, coordination and scheduling, and job meetings.
- b) Subcontractor shall at all times furnish adequate skilled labor, materials, tools and equipment to prosecute the Work promptly and diligently in accordance with the current Progress Schedule. If Subcontractor fails to maintain the progress of its Work in accordance with the current Progress Schedule or delays progress of the Project or if in the opinion of Contractor, Subcontractor cannot complete its Work within the time period set forth, Subcontractor shall, at no additional cost to Contractor, take such steps as necessary to improve its rate of production and bring its progress to the level required. These steps may include, but are not limited to, increasing Subcontractor's labor force, acceleration of performance, shift work and overtime work.
- c) Subcontractor agrees that it shall not employ any person on the Project site who is not acceptable to Contractor and that there will be no work stoppages or, slowdowns, walkouts, disruptions of work, interferences of work, picketing or any other disruptions similar in nature by Subcontractor or any of its subcontractors during the performance of the Work. If Subcontractor breaches this covenant and such breach causes a stoppage or delay of work at the job site, Subcontractor shall be liable for all damages suffered by Contractor caused by such delay in completing the job, including specifically any penalty in the General Contract imposed upon Contractor for failing to complete the job on the completion date set forth in the General Contract.
- d) If any part of Subcontractor's Work depends, for proper execution or results, upon the work of any other subcontractor, separate contractor or the Contractor, Subcontractor shall inspect and promptly report to Contractor in writing any defects in such work that render it unsuitable for such proper execution and results. Subcontractor's failure to so inspect and report in writing shall constitute an acceptance of the other subcontractor's, separate contractor's or the Contractor's work as fit and proper for the reception of the Subcontractor's Work.
- e) Subcontractor shall comply with all laws, ordinances and regulations regarding the performance of its Work and shall turn the Work over to Contractor in good condition and free and clear of all claims or liens arising from the performance of this Subcontract, and shall, at its expense, immediately discharge, transfer from the property to an adequate security, and/or defend all suits and pay all claims arising from its performance of this Subcontract.

7. TIME

- a) Time is of the essence with respect to the Work required to be performed hereunder. Therefore, Subcontractor shall: (1) submit to Contractor within ten (10) days of the date of transmission of this Subcontract to Subcontractor a detailed, proposed schedule for the Work for Contractor's use in preparing an overall Progress Schedule for the entire Work and its several parts under the Contract; (2) begin the Work promptly upon Contractor's order to do so; (3) coordinate and perform the Work, and its several parts, diligently and promptly and in such order and sequence as Contractor may from time to time direct and as will assure its efficient and timely prosecution, and will not delay completion of the entire Work and its several parts under the Contract; and (4) furnish at all times sufficient, qualified and competent forces

Subcontractor:
Project Name:
Date:
Subcontract No.: 01

and supervision, and sufficient materials conforming to the requirements of this subcontract and such equipment, plant, tools and other necessary things, to achieve progress according to Contractor's current Progress Schedule.

- b) Without limiting the foregoing, Subcontractor shall: (1) submit, with its proposed schedule, information showing the time required to prepare and approve shop drawings and deliver materials and equipment, and to install the Work; (2) order (for manufacture or purchase and delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes, transportation or unavailability; (3) furnish Contractor within thirty (30) days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (4) cause a qualified home office supervisory representative (while Subcontractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (5) notify Contractor immediately by telephone and confirm in writing within seventy-two (72) hours, if Subcontractor finds that any item cannot be delivered as required to maintain Contractor's Progress Schedule. Subcontractor also agrees to be bound by such modifications to the Progress Schedule as are discussed at the weekly job progress meetings and are contained in the minutes of those meetings unless written objection is made by Subcontractor within forty-eight (48) hours of the occurrence of such meeting.

8. EXTENSIONS OF TIME AND DELAY

- a) If Subcontractor is delayed (such delay must be a critical path delay) at any time in the progress of the Work by any act of neglect of Owner or Contractor, or by any agent or contractor employed by Owner or Contractor, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Subcontractor, then the required completion date or duration set forth in the Progress Schedule shall be extended by the amount of time that Subcontractor shall have been delayed thereby, subject to Subcontractor taking all reasonable measures to mitigate the effects of such delay. However, to the fullest extent permitted by law, Owner, Contractor and their agents and employees shall not be held responsible for any loss or damage sustained by Subcontractor, or additional costs incurred by Subcontractor, resulting from a delay caused by Owner, Contractor, or their subcontractors, agents or employees, or any other contractor, subcontractor or supplier, or by abnormal weather conditions, or by any other cause, and Subcontractor agrees that the sole right and remedy therefore shall be an extension of time.
- b) Subcontractor must submit any claim for an extension of time to Contractor in writing within five (5) working days after the occurrence of the delay-causing event. Subcontractor's failure to give such written notice to Contractor shall deprive Subcontractor of its right to claim an extension of time and any damages or additional costs incurred by Subcontractor resulting from such delay. The giving of such notice shall not of itself establish the validity of the cause of delay or of the extension of time to remedy the delay. When referenced in this Subcontract, working days are defined as Monday through Friday, and exclude weekends and holidays.
- c) In the event a court of competent jurisdiction shall determine that this provision is inapplicable or unenforceable for any reason, then Subcontractor's sole right and remedy shall be the amount received by Contractor from the party causing the delay on behalf of the Subcontractor for each day it is actually delayed by any act or neglect of Owner or Contractor, or by any agent or contractor employed by Owner or Contractor, or by changes ordered in the scope of the Work, or by fire, adverse weather conditions not reasonably anticipated, or any other causes beyond the control of Subcontractor. Subcontractor waives any claim for consequential damages against Contractor arising out of or related to the Project and/or this Subcontract, including but not limited to loss or use, income, profit, financing, bonding capacity, and/or home office overhead. To the extent that this provision conflicts with any other provision of this Subcontract or the General Contract, or any modifications hereof, then this provision shall govern.

Subcontractor:
Project Name:
Date:
Subcontract No.: 01

9. CHANGES IN THE WORK AND NOTICE OF CLAIMS

- a) Contractor may order or propose changes in the Work consisting of additions, deletions or other revisions with the Subcontract amount and time being adjusted accordingly. All such changes in the Work shall be by a written Subcontract modification. Contractor may, by a written directive issued and signed by Contractor's authorized representative, direct Subcontractor to proceed with changes in the Work, prior to the issuance of a Subcontract modification. Upon receipt of a written directive from Contractor, Subcontractor shall proceed with the Work.
- b) Subcontractor shall submit to the Contractor a written detailed estimate of the cost of performing the ordered or proposed changes to the Work to include quantities, unit prices, labor rates, manufacturer's and supplier's quotations and all other information required by Contractor for a complete analysis of the estimate. If the proposed change affects the length of time Subcontractor requires to complete its Work, Subcontractor shall set forth, in writing, the amount of any justifiable time increase in its proposal. Subcontractor's proposal shall be submitted to Contractor within ten (10) working days of its receipt of the request from Contractor.
- c) Any and all claims for time or money must be presented to Contractor, in writing, within five (5) working days after the occurrence of the event giving rise to such claim, or within such shorter time as may be required by the General Contract. Subcontractor shall also comply with all provisions of the General Contract for purposes of submitting a claim, including but not limited to all notice provisions. Failure by Subcontractor to present such claim in writing within five (5) working days after the occurrence and in accordance with the requirements of the General Contract shall be deemed a waiver of such claim and the Subcontractor shall be barred from pursuing such claim against Contractor. In claims related to actions or requests by Owner or Owner's representative, or other subcontractor, Subcontractor shall not be entitled to any increase in the Subcontract amount for which Contractor is not entitled to an equivalent increase to the General Contract from the Owner. Subcontractor agrees to cooperate with Contractor in seeking adjustments from the Owner in connection with such changes.
- d) Subcontractor shall forward all documents requested by Contractor regarding any claim, including but not limited to job cost reports, job payroll ledger, daily reports, daily timesheets, foreman daily reports and diaries, Subcontractor's complete estimate, invoices, subcontracts, purchase orders, equipment documents (list of company owned, rented or other equipment used), rental charges, job costing of company owned equipment and general ledger.
- e) No dispute as to adjustment of the Subcontract amount or time for changed Work, shall excuse Subcontractor from proceeding with such changed Work that has been duly authorized by Contractor.
- f) Subcontractor waives any claims for consequential damages, including but not limited to, claims for principal office expenses including compensation of personnel stationed there, for loss of financing, business and reputation, lost profits and loss of bonding capacity.

10. DEFAULT, TERMINATION AND REMEDIES

- a) Should Subcontractor at any time (1) fail to prosecute and complete the Work in accordance with the current Progress Schedule; (2) fail to diligently and continuously perform its Work; (3) fail to correct work determined by Contractor to be defective; (4) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and/or required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder; (5) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project; (6) become insolvent; (7) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract; (8) fail to pay for any material or labor used on the Project; (9) become involved in a strike or stoppage of work resulting from a dispute involving or affecting the labor employed by the Subcontractor or its subcontractors; (10) fail to maintain insurance in accordance with the requirements of this Subcontract; (11) fail to fully honor its

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indemnity obligations; or (12) if in the opinion of Contractor the Work of the Subcontractor cannot be completed in the time period set forth; then in any such event, each of which shall constitute a default hereunder by Subcontractor, Contractor shall, after giving Subcontractor notice of default and three (3) calendar days within which to cure, have the right to exercise any one or more of the following remedies:

- i. Contractor may immediately take any action Contractor may deem necessary to correct such default, including specifically the right to provide labor, overtime labor, materials, equipment and/or other subcontractors, and may deduct the cost of correcting such default plus a markup of ten (10) percent for overhead and ten (10) percent for profit from any payment due, or that may become due, to the Subcontractor;
 - ii. Contractor may terminate this Subcontract and the employment of Subcontractor, without thereby waiving or releasing any rights or remedies against Subcontractor or its sureties, and take possession of the Subcontractor's materials, tools, equipment, designs, shop drawings, and work product used in performing its Work, and employ another subcontractor or use the employees, equipment, designs, shop drawings and work product of Subcontractor to finish the remaining Work to be performed hereunder. Contractor may deduct the costs of completing the remaining work plus a markup of ten (10) percent for overhead and ten (10) percent for profit from the unpaid Subcontract price, and if the cost of completing the remaining Work exceeds the Subcontract amount, Subcontractor shall pay to Contractor such excess costs, including attorney's fees.
 - iii. Recover from Subcontractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Contractor's cost of insurance resulting from Subcontractor's failure to maintain insurance coverages required hereunder), Contractor's additional/extended general conditions costs and all reasonable attorneys' fees suffered or incurred by Contractor by reason of or as a result of Subcontractor's default plus a markup of ten (10) percent for overhead and ten (10) percent for profit on all costs incurred by Contractor to correct such default; and/or,
 - iv. Require Subcontractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default.
- b) Contractor, in any such event, may also refrain from making any further payments under this Subcontract to Subcontractor until the entire Project shall be fully finished and accepted by the Owner. After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by the Architect and Owner and full payment therefore by the Owner, Contractor shall promptly pay Subcontractor any undisbursed balance of the Subcontract, if any. If the cost of completion of the Work plus a markup of ten (10) percent for overhead and ten (10) percent for profit, together with any other damages or losses sustained or incurred by Contractor, shall exceed the un-disbursed balance of the Subcontract, Subcontractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Contractor.
- c) If the Owner is damaged by reason of any breach by Subcontractor of this Subcontract, then the Subcontractor shall, subject to any defenses and offsets to which the Subcontractor may be entitled under this Subcontract, pay the Owner such damages.
- d) Should any default or termination under this paragraph be deemed invalid, wrongful or improper, such default or termination shall be deemed an early termination under Article 9, and Subcontractors rights and remedies against Contractor shall be limited as set forth in Article 9(b).

11. CONTRACTOR'S RIGHT TO CARRY OUT THE WORK

If Subcontractor neglects to perform the Work in accordance with the most current Progress Schedule or otherwise fails to carry out the Work in accordance with the Subcontract and fails within (3) three calendar days from the date of written notice from Contractor to correct such deficiency, Contractor may, without

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declaring Subcontractor in default and without prejudice to any other remedies the Contractor may have, correct such deficiencies. In such case, an appropriate deductive change order shall be issued for all costs incurred by Contractor in carrying out such work, including but not limited to attorneys' fees. If the remaining subcontract balance is not sufficient to cover such costs, Subcontractor shall pay the difference to Contractor.

12. EARLY TERMINATION

- a) If Owner terminates the General Contract or stops the Work for a reason other than the sole default of Contractor, Contractor may terminate this Subcontract or stop the Work for the same reason, and Subcontractor's rights and remedies, including the basis for payment of any unpaid portion of the Subcontract balance, shall be limited to the corresponding rights and remedies available to Contractor under the General Contract with the Owner.
- b) Contractor shall have the right to terminate this Subcontract by giving written notice to Subcontractor. Upon receipt of written notice from Contractor of such termination, Subcontractor shall cease operations, take actions necessary for the protection and preservation of the Work, terminate all existing subcontracts and purchase orders and enter into no further subcontracts or purchase orders. If Contractor terminates this Subcontract, Subcontractor shall be entitled to receive payment for the Work completed to date in accordance with the terms of this Subcontract as set forth in Subcontractor's schedule of values. Additionally, Subcontractor shall be entitled to payment for its actual direct costs incurred in demobilizing, subject to verification/audit by Contractor. In no event shall Subcontractor be entitled to any indirect costs, delay damages, consequential damages, lost profits, home office overhead, acceleration damages or any other compensation other than payment for the Work completed in accordance with the schedule of values and any direct costs incurred in demobilizing.

13. INSURANCE, LIABILITY & BONDS

- a) At its expense and prior to commencing work, Subcontractor shall procure all insurance coverages required under this Subcontract and furnish Contractor with certificates of insurance, and copies of additional insured endorsements, executed by an authorized representative from an insurer duly licensed to transact business at the location of the jobsite. Proof of continued insurance shall be provided by Subcontractor on not less than a yearly basis during Subcontractor's performance of its Work and during the warranty period. The insurance as set forth below shall be issued from companies satisfactory to Contractor.
- b) Subcontractor's full compliance with all insurance requirements is a condition precedent to Contractor's obligation to make partial and/or final payment. Failure of Subcontractor to maintain the required insurance shall constitute a default under this Subcontract and, at Contractor's option, shall allow Contractor to terminate this Subcontract for cause and/or purchase said insurance at Subcontractor's expense.
- c) Subcontractor shall maintain commercial general liability (CGL) and, if necessary, umbrella insurance with a limit of not less than \$1,000,000 each occurrence, subject to a general aggregate of not less than \$2,000,000. The general aggregate limit shall apply separately to this Subcontract. The CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The coverage shall include liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, assumed under an insured contract, including the tort liability of another assumed in a contract. Subcontractor's general liability coverage will apply to the scope of work as described in the Subcontract and will not include a "residential" or "habitational" exclusion. All policies shall provide for thirty (30) calendar days prior cancellation or change notice to the Contractor in the event of any change in, or cancellation of said policies and shall include the following:
 - i. Contractor shall be included as an additional insured under the CGL policy for both ongoing and completed operations. ISO additional insured endorsement CG 20 10 (for ongoing operations) and

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CG 20 37 (for completed operations), or substitute endorsements providing equivalent coverage, will be attached to Subcontractor's CGL. The umbrella insurance, if any, shall provide following form additional insured coverage. The Subcontractor's insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to Contractor. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

- ii. Subcontractor shall maintain ongoing CGL coverage for at least two (2) years following substantial completion of the Project to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract. The coverage shall have a limit of not less than \$1,000,000 each occurrence, and a products-completed operations aggregate of not less than \$2,000,000. This coverage shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage).
 - iii. Subcontractor shall maintain automobile liability insurance and, if necessary, umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos. Coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01 policy form.
 - iv. Subcontractor shall maintain workers compensation and employer's liability insurance. The workers compensation coverage shall provide the statutory maximum limit of liability. The combination of primary employer's liability limits and those provided by the umbrella policy shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.
- d) If Subcontractor's scope of services includes design work or other professional services, then Subcontractor shall maintain insurance coverage for Subcontractor's errors, omissions and other wrongful acts arising out of the professional services performed by Subcontractor. The limit of liability shall not be less than \$1,000,000.
 - e) If Subcontractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
 - f) Subcontractor shall cause each Sub-subcontractor employed by Subcontractor to purchase and maintain insurance. When requested by Contractor, Subcontractor shall furnish to Contractor copies of certificates of insurance evidencing coverage for each Sub-subcontractor.
 - g) By requiring the insurance as set out in this Subcontract, Contractor does not represent that coverage and limits will necessarily be adequate to protect Subcontractor, and such coverage and limits shall not be deemed as a limitation on Subcontractor's liability under the indemnities provided to Contractor in this Subcontract.
 - h) The Contractor shall have the right to require the Subcontractor to furnish performance and payment bonds for the full amount of the Subcontract price. The Subcontractor shall furnish, by a surety and in a form satisfactory to the Contractor, such bonds to the Contractor, prior to the start of Subcontractor's Work, covering the performance of the Subcontract and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Subcontract, shall be included in the modification amount submitted by Subcontractor, and paid by Subcontractor.
 - i) Subcontractor waives all rights against Contractor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any of the policies of insurance maintained pursuant to this Subcontract.
 - j) The insurance obligations set forth herein shall survive the termination of this Subcontract and/or completion of the Work required hereunder.

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14. INDEMNITY

- a) Subcontractor agrees to defend, indemnify and save harmless Contractor and Owner, as well as any other parties which Contractor is required under the Contract Documents to defend, indemnify and hold harmless, and their agents, servants and employees, from and against any claim, cost, attorneys' fees (including attorneys' fees on appeal), expense, liability, or damages attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with, in whole or in part, the performance of the Work by Subcontractor, its subcontractors and suppliers, or their agents servants, or employees. Subcontractor shall not, however, be required to indemnify Contractor from or against claims arising out of Contractor's sole negligence. Subcontractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Subcontractor hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Subcontractor's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder. Further, Subcontractor agrees that should any of its subcontractors, suppliers or vendors, at any tier level, assert a claim against the Project, Owner or Contractor, then Subcontractor will defend, indemnify and save harmless Contractor and Owner from any such claims, including but not limited to bonding off any liens.
- b) The parties agree that this indemnification provision should be enforced to the full extent permitted by law and agree that neither of them will challenge the validity of this indemnification provision. The parties further agree that it is their intention that this Article be lawful and enforceable, and they agree that if for some reason this Article, or any part of this Article, is determined not to be enforceable the way it is written, this Article shall be construed to be enforceable up to whatever limit is established by applicable law.
- c) In the event that such court of competent jurisdiction finds that any state statutory indemnity limits apply to this Subcontract with respect to Subcontractor's indemnification of Contractor and Owner for liability caused in whole or in part by any act, omission or default by Contractor and Owner, the parties hereto agree that such limit shall be equal to the limits (exclusive of deductibles) of the applicable insurance required by Section 10 of this Subcontract. The parties acknowledge and agree that this monetary limit, if required, bears a commercially reasonable relationship to this Subcontract, in so far as, among other factors, the parties have taken into account the availability and cost of insurance and other risk transference devices, the scope of the Work, the risks associated with the Work, and the compensation and any other benefits exchanged between the parties in connection with this Subcontract. The parties further agree that this provision is hereby made a part of the Project specifications and bid documents.
- d) Subcontractor shall strictly comply with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its presence or performance of any activity on the Project and expressly agrees to indemnify, defend, and hold Contractor and its Affiliates harmless with respect to any fines, penalties, liabilities, or other consequences for its failure to so comply.
- e) The indemnity obligations set forth herein shall survive the termination of this Subcontract and/or completion of the Work required hereunder.

15. SAFETY

- a) Subcontractor shall comply with safety measures initiated by Contractor and all applicable laws, ordinances, rules, regulations and orders of any local, state and federal public authority relating to the safety of persons and property. Subcontractor agrees to hold Contractor harmless from all claims, actions, penalties, and/or fines resulting from Subcontractor's failure to comply with this Article.
- b) Subcontractor warrants that he is familiar with all aspects of the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA) and assumes responsibility for compliance with 29 CFR 1926 and will hold Contractor harmless for any accidents and damages, or fines and citations resulting from the administration

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- or enforcement of OSHA, with respect to the performance of the Subcontractors Work.
- c) Pursuant to the Hazard Communications Standard of 1986, Subcontractor shall provide Contractor with the Material Safety Data Sheets for all hazardous materials used by Subcontractor on the job site as required by OSHA or the state in which the Work is being performed; where conflict occurs between the two, the more stringent requirements will be followed.
 - d) Subcontractor shall immediately report to Contractor any injury to any of Subcontractor's employees at the Project site.
 - e) Subcontractor shall ensure to the fullest extent possible, that all its sub-subcontractors and suppliers making deliveries to the job site comply with this Article 12.
 - f) If Subcontractor causes unsafe conditions affecting life and safety to exist, and these conditions are not immediately corrected upon receipt of notice from Contractor, Contractor may have the unsafe conditions corrected by others and deduct the cost thereof from amounts due or to become due Subcontractor. Furthermore, the Subcontractor acknowledges that Contractor's independent Safety Consultant will inspect the project site on a monthly basis, or more frequently at Contractor's sole discretion. Each inspection will be followed by a detailed report of the consultant's findings related to specific safety items. If Subcontractor is found to be in violation of OSHA guidelines, Subcontractor shall be responsible for bearing the cost of the inspection and reporting for the first offense. In the event that multiple offenders are identified, the cost of the inspection and reporting will be distributed equally among the other offenders and Subcontractor. In the event Subcontractor is found to be in violation of OSHA guidelines upon subsequent inspections, Subcontractor shall be imposed the applicable portion of the inspection and reporting costs, plus \$500 per violation which the Subcontractor is cited. Each subsequent inspection will then carry a graduated penalty in multiples of \$500 for infractions. If a same violation is noted on more than three consecutive inspections the Subcontractor will be deemed in default of his contract.
 - g) Subcontractor shall designate a "competent" person as defined by OSHA to supervise, perform inspections and initiate corrective action as required by OSHA construction standards, including but not limited to, excavation, trenching, steel erection and scaffolding.
 - h) The Project site is a Drug Free Workplace. As such, the consumption of, or being under the influence of alcohol or controlled substances, is strictly prohibited. If there is reasonable cause to suspect that an employee of Subcontractor is in violation of this policy, that employee will be removed from the Project site.
 - i) Subcontractor shall, if requested by Contractor, provide a project specific safety plan for Subcontractor's Work. If requested by Contractor, such project specific safety plan shall be submitted by Subcontractor to Contractor for Contractor's approval prior to the start of Subcontractor's work on the Project site.

16. PAYMENT

- a) The payment terms and conditions set forth below and contained elsewhere in this Subcontract shall supersede and take precedence over any conflicting terms which may be contained in the General Contract.
- b) No payment shall be made to Subcontractor until the Subcontract has been fully executed. Two original Subcontract documents shall be signed by an authorized officer of Subcontractor's company, and both original documents shall be returned to Contractor. One document shall be signed by Contractor and returned to Subcontractor.
- c) Within ten (10) business days after the execution of this Subcontract, Subcontractor shall submit to the Contractor a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data as Contractor may require. This schedule of values, once approved by the Contractor, shall be incorporated into and made part of this Subcontract, and shall be used in the evaluation of Subcontractor's requisitions for payment.
- d) Upon request, Subcontractor shall submit to Contractor a current list of suppliers and sub-subcontractors who will be performing any of Subcontractor's Work, supplying materials, rental equipment or contract

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labor on the Project. The list shall include the scope of work or materials provided, office location, phone number and contact name for each company. Subcontractor shall authorize suppliers and sub- subcontractors to communicate directly with Contractor regarding any outstanding account balances on the Project. The list shall be updated and submitted as part of the Subcontractor's monthly pay request.

- e) Requisitions for payment shall be submitted by the (may be revised to 20th to fit the owner requirements) 25th day of the month, projecting work completed to the end of the month. Unless items of Subcontractor's requisition for payment are in dispute, Contractor shall pay Subcontractor within 10 business days of Contractor's receipt of payment from Owner, which is an express condition precedent to Contractor's payment obligations to Subcontractor. Contractor may require evidence that the unpaid balance, exclusive of retainage, is at all times sufficient to complete the Subcontractor's remaining Work and pay any unpaid claims for which the Subcontractor may be liable. Additionally, Contractor may require, as a condition precedent to making any progress payment, that Subcontractor's surety (if any) provide consent of surety to payment. All such monthly payments shall be subject to a ten (10) percent retainage.
- f) As a condition precedent to Contractor's payment obligations to Subcontractor, Subcontractor's requisitions for monthly progress and final payments shall be submitted on Contractor's form entitled Requisition for Payment and shall not be changed without Contractor's express written consent. Each requisition shall be accompanied by valid lien or bond waivers (on a form acceptable to Contractor) covering the dollar amount of all materials, equipment rentals, services and sub subcontractors reflected in the previous month's requisition unless otherwise provided for in the General Contract. Subcontractor shall immediately discharge, transfer from the property to an adequate security, and defend any liens or claims arising from its performance of this Subcontract.
- g) The completion/performance of ALL of the following items shall be a condition precedent to subcontractor's receipt of his monthly progress payment: 1) Contractor's receipt of Subcontractor's updated as-builts each week, 2) Contractor's receipt of Subcontractor's safety meeting documentation each week, 3) Contractor's receipt of Subcontractor's daily reports (turned in daily), 4) Subcontractor's satisfactory performance of his daily clean-up, 5) Subcontractor's furnishing of adequate manpower to complete the work assignments, and 6) Subcontractor's representation at each weekly subcontractor's meeting.
- h) Subcontractor hereby agrees that, by the requisition of monthly progress payments, Subcontractor shall be deemed, as of the date of each such requisition and in consideration of payment of each such requisition:
 - i. to certify to Contractor that all charges for labor, material and services of every nature in connection with this Subcontract in the amount of such requisition have been paid in full or will be paid in full with the proceeds of such requisition, and that there will remain no charge by any subcontractor, vendor, or individual furnishing labor or material in connection with this Subcontract to the date of such requisition for which a lien could be filed, arising out of or in any way relating to this Subcontract;
 - ii. to release and forever discharge Contractor from any and all obligations and liabilities, and release and waive any and all claims and demands, or rights thereto, of every kind and character whatsoever against Contractor, Owner, the Project, the bond and the subject premises, arising out of or in any way relating to this Subcontract (including modifications thereto, whether oral or written, and extras, if any) through the date of such requisition with the exception of retainage and any claims that are stated in an attachment to the requisition as being reserved. Any claims that are listed on an attachment to the requisition must include a description of the claim, the amount being claimed, and the date Subcontractor provided notice of the claim in accordance with Section 9(c). Once a claim is no longer listed in an attachment to a requisition as reserved, it will be deemed irrevocably waived and released. Inclusion of a claim on an attachment to a requisition shall not be deemed as acceptance of the claim by Contractor but shall only be used to determine what, if any, claims are considered by Subcontractor as outstanding at the time

Subcontractor submits each pay application.

to agree to cause any lien against the Project or the subject premises to be discharged or satisfied, and to indemnify and hold harmless Contractor and Owner against any claim, loss or damage, arising out of or in any way relating to this Subcontract through the date of such requisition.

- i) Progress and final payments may, in the discretion of Contractor, be made in the form of checks payable jointly to Subcontractor and any sub-subcontractor, supplier or person performing labor or services for the Subcontractor. The Subcontractor agrees to accept the issuance of joint checks and agrees with Contractor that neither the right to issue nor the issuance of any joint check is intended to create any contractual relationship with a third party, or any third-party beneficiary rights to payment by Contractor.**
- j) The final payment, consisting of the unpaid balance of the Subcontract amount, shall not become due Subcontractor until the following conditions are satisfied:**
 - i. Completion of the Work by Subcontractor and acceptance thereof by Contractor and Owner.**
 - ii. Final payment by Owner to Contractor under the General Contract.**
 - iii. Furnishing of evidence satisfactory to Contractor and Owner that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work.**
 - iv. Consent of surety, if any, to final payment.**
 - v. Furnishing of a general lien or bond release, in a form satisfactory to Contractor and Owner, executed in favor of Contractor and Owner; and,**
 - vi. Delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings, attic stock materials and other items as required by the Subcontract Documents.**
- k) Subcontractor understands and agrees that Owner's payment to Contractor of all progress payments and final payment for any Work performed by Subcontractor is an express condition precedent to any obligation of Contractor to make any progress payments or final payment to Subcontractor.**
- l) Acceptance of final payment by Subcontractor shall constitute a waiver of all claims Subcontractor may have against Contractor or Owner related to or concerning the Project except for those claims previously made in writing in accordance with Section 9 of this Subcontract and identified by Subcontractor as unsettled in Subcontractor's final pay requisition.**
- m) Contractor and Subcontractor agree to accept signed facsimile copies of requisitions for payment and partial lien releases and agree that such signed facsimile copies shall be valid and enforceable.**
- n) Certified Payroll (as required per project) must be submitted on a weekly basis as condition to payment.**

17. ASSIGNMENT

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of Contractor. No assignment by Subcontractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Subcontractor under this Subcontract. If Contractor gives written consent to an assignment of this Subcontract, in whole or in part, Subcontractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Subcontractor from engaging subcontractors to perform a portion of the Work hereunder. However, Subcontractor shall be and remain as fully responsible for all persons directly or indirectly employed by such contractors, as Subcontractor is for its own acts and omissions and those of its agents, servants and employees.

18. SETOFF

Subcontractor hereby consents and agrees to allow Contractor, in its sole discretion and judgment, to setoff any of Contractor's claims for damages or deficiencies resulting from Subcontractor's Work on this Project or any other project against any funds due, or which may become due to Subcontractor under this Subcontract or any other subcontract agreement on any other project. No refusal or failure of Contractor to exercise its rights hereunder shall constitute the basis of any right or claim against Contractor.

iii.

- to indemnify and hold harmless Contractor and Owner against any claim, loss or damage, arising out of or in any way relating to this Subcontract through the date of such requisition.
- a) Progress and final payments may, in the discretion of Contractor, be made in the form of checks payable jointly to Subcontractor and any sub-subcontractor, supplier or person performing labor or services for the Subcontractor. The Subcontractor agrees to accept the issuance of joint checks and agrees with Contractor that neither the right to issue nor the issuance of any joint check is intended to create any contractual relationship with a third party, or any third-party beneficiary rights to payment by Contractor.
 - b) The final payment, consisting of the unpaid balance of the Subcontract amount, shall not become due Subcontractor until the following conditions are satisfied:
 - vii. Completion of the Work by Subcontractor and acceptance thereof by Contractor and Owner.
 - viii. Final payment by Owner to Contractor under the General Contract.
 - ix. Furnishing of evidence satisfactory to Contractor and Owner that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred in connection with the Work.
 - x. Consent of surety, if any, to final payment.
 - xi. Furnishing of a general lien or bond release, in a form satisfactory to Contractor and Owner, executed in favor of Contractor and Owner; and,
 - xii. Delivery of all guarantees, warranties, bonds, instruction manuals, as-built drawings, attic stock materials and other items as required by the Subcontract Documents.
 - c) Subcontractor understands and agrees that Owner's payment to Contractor of all progress payments and final payment for any Work performed by Subcontractor is an express condition precedent to any obligation of Contractor to make any progress payments or final payment to Subcontractor.
 - d) Acceptance of final payment by Subcontractor shall constitute a waiver of all claims Subcontractor may have against Contractor or Owner related to or concerning the Project except for those claims previously made in writing in accordance with Section 9 of this Subcontract and identified by Subcontractor as unsettled in Subcontractor's final pay requisition.
 - e) Contractor and Subcontractor agree to accept signed facsimile copies of requisitions for payment and partial lien releases and agree that such signed facsimile copies shall be valid and enforceable.
 - f) Certified Payroll (as required per project) must be submitted on a weekly basis as condition to payment.

19. ASSIGNMENT

Subcontractor shall not assign this Subcontract, or any monies due or to become due hereunder, or subcontract any substantial part of the Work, without the prior written consent of Contractor. No assignment by Subcontractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Subcontractor under this Subcontract. If Contractor gives written consent to an assignment of this Subcontract, in whole or in part, Subcontractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Subcontractor from engaging subcontractors to perform a portion of the Work hereunder. However, Subcontractor shall be and remain as fully responsible for all persons directly or indirectly employed by such contractors, as Subcontractor is for its own acts and omissions and those of its agents, servants and employees.

20. SETOFF

Subcontractor hereby consents and agrees to allow Contractor, in its sole discretion and judgment, to setoff any of Contractor's claims for damages or deficiencies resulting from Subcontractor's Work on this Project or any other project against any funds due, or which may become due to Subcontractor under this Subcontract or any other subcontract agreement on any other project. No refusal or failure of Contractor to exercise its rights hereunder shall constitute the basis of any right or claim against Contractor.

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21. DISPUTES

- a) In the event of a dispute between Contractor and Subcontractor arising out of or relating to this Subcontract, or the breach thereof, which involves a claim asserted by Owner against Contractor or Contractor against Owner involving Subcontractor's Work, such dispute(s) shall be decided in accordance with the General Contract, and Subcontractor, its suppliers, subcontractors, guarantors and sureties shall be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the General Contract and by any decisions or determinations made under the General Contract by an authorized person, board, court, arbitration, or other tribunal. Such disputes include, but are not limited to, any claim Subcontractor may have related in whole or in part on the conduct of the Owner, its employees or agents. Subcontractor shall be afforded a reasonable opportunity to present information and testimony involving its rights and shall be solely responsible for the presentation of any information or testimony concerning its claims. Subcontractor shall cooperate with Contractor and Contractor's attorneys, employees and agents in the presentation of Subcontractor's information and testimony.
- b) Any dispute between Contractor and Subcontractor, not involving a claim asserted by the Owner against Contractor or Contractor against Owner involving Subcontractor's Work shall be governed and decided pursuant to Section 20 below.
- c) Subcontractor agrees to continue performance of its Work despite the existence of disputes with the Contractor. The existence of a dispute with Contractor shall not be sufficient cause or justification for any failure by Subcontractor to perform its Work.

22. CHOICE OF LAW, ARBITRATION AND VENUE

- a) All claims, counterclaims or disputes between Contractor and Subcontractor arising out of or related to the Subcontract, whether based on contract or tort, which are not resolved pursuant to Section 19 above shall be decided by binding arbitration in Jacksonville, Duval County, Florida, in accordance with the Construction Industry Rules of the American Arbitration Association then existing subject to the requirements and limitations set forth below.
- b) The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys' fees, expert fees and costs.
- c) The arbitrator is required to enforce the terms of this Subcontract. The arbitrator shall not be authorized to award any punitive damages, or any other damages waived or prohibited under the terms of this Subcontract.
- d) Prior to any arbitration and/or litigation arising under this Subcontract, the parties shall each appoint a corporate officer (someone other than the project manager responsible for the Project) to meet to negotiate the claim/dispute. Such corporate officer shall have full settlement authority to resolve the claim/dispute. This settlement meeting shall be a condition precedent to the filing of any arbitration and/or litigation.
- e) This Subcontract shall be construed according to the laws of the State of Florida. Any dispute arising from or concerning this Subcontract which does not involve the rights or conduct of the Owner and is not, therefore, controlled by Section 19, or which the parties have waived their right to arbitrate under this Section 20, shall be litigated in Jacksonville, Duval County, Florida. The prevailing party in any such action shall be entitled to an award of all attorneys' fees and costs.
- f) THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS SUBCONTRACT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
- g) The arbitrator shall only have authority to decide claims that have been properly noticed and preserved in strict conformance with the terms of this Subcontract. Should either party assert that a claim(s) submitted to arbitration has not been properly noticed and/or has been waived/released, then a court of competent

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jurisdiction in Jacksonville, Florida shall first decide such issue(s) by way of a declaratory judgment action, with both parties waiving any right to a trial by jury. Any arbitration between the parties shall be stayed pending any such declaratory judgment action so that the court can first decide what claims should proceed forward in arbitration. If the court finds that a claim(s) was not properly noticed and preserved and/or was released, then the arbitrator shall have no authority to decide such claim(s). The arbitration shall only proceed after a final decision on any declaratory judgment action brought hereunder and shall only include those claims found to have been properly noticed, preserved and not released. Both parties' consent to such jurisdiction. The parties shall bear their own attorneys' fees and costs incurred in any declaratory judgment action.

- h) Discovery in any arbitration hereunder shall be limited to the following:
- i. The production of each side's hard document project files as they are maintained in the ordinary course of business and any file index related to same with all such documents being produced in Jacksonville, Florida.
 - ii. The production of each side's electronic documents provided that the party requesting such electronic documents shall be responsible to pay for all costs associated with such production, including attorneys' fees incurred in the review for privilege and relevance, third-party consultant fees and any other costs associated with such electronic production. The payment of all such costs is an express condition precedent to either side's right to any electronic production. These cost associated with obtaining electronic discovery shall not be taxed to the prevailing party as costs/fees and to the extent this conflicts with any provision in the AAA rules, this provision shall control.
 - iii. Three (3) fact depositions with one being a corporate representative under the Federal Rules of Civil Procedure if so, requested with all such depositions to take place in Jacksonville, Florida;
 - iv. The deposition of any experts that intend to testify at the arbitration hearing.
 - v. 30 days prior to any expert deposition, all experts that will testify at the final hearing shall provide a report containing all of his/her opinions and information/documents/facts relied upon in arriving at such opinions, along with a current resume.
 - vi. The issuance of third-party subpoenas for documents. The other side shall be entitled to a copy of all documents provided in response to a third-party subpoena provided that it has to pay for the copy cost but shall be entitled to use a third party to make such copies; and
 - vii. An itemized statement of damages with all supporting documents related to same. No other discovery shall be permitted by the arbitrator unless mutually agreed to by the parties.
- i) This Choice of Law, Arbitration and Venue provision shall survive the termination of this Subcontract and/or completion of the Work required hereunder.

23. NOTICES

All written notices provided for in this Subcontract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by facsimile or by regular mail to the party at its address specified herein.

24. SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Subcontractor shall immediately prepare or obtain and promptly submit to Contractor shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Any required field measurements shall be verified by the Subcontractor at the Project site prior to ordering or fabricating materials or performing work dependent on such field measurements. Approval of drawings or other submittals by Contractor or Architect shall not relieve Subcontractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for the proper

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matching of the Work to contiguous work. Subcontractor to submit the number of sets of submittals for review required by the Owner and Contractor.

25. CLEANING UP

Subcontractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with their Work by collecting and removing such debris from the job site on a daily or other basis requested by Contractor, (b) at the completion of the Work in each area, sweep and otherwise make the Work and its immediate vicinity "broom-clean," (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Contractor at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner. Subcontractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

26. WARRANTY

Subcontractor warrants its Work to the Contractor on the same terms and for the same period as the Contractor warrants the Work to the Owner under the General Contract; and, with respect to Subcontractor's Work, Subcontractor shall perform all warranty obligations and responsibilities assumed by the Contractor under the General Contract. Without limiting the foregoing or any other liability or obligation with respect to the Work, Subcontractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the General Contract, project specifications or other Contract Documents. Subcontractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and implicitly warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents. The warranty obligations set forth herein shall survive the termination of this Subcontract and/or completion of the Work required hereunder.

27. QUALITY CONTROL PLAN

Prior to commencement of Subcontractor's Work, Subcontractor shall submit to the Contractor for approval, a Quality Control Plan utilizing a format supplied by Contractor. The Quality Control Plan shall include identification of key personnel, planned actions to ensure quality, processes to remedy quality deficiencies, and required testing/inspections. Subcontractor shall communicate the approved plan to their key project personnel and ensure that the plan is implemented to Contractor's satisfaction.


28. MISCELLANEOUS

- (a) The Subcontractor shall protect its finished Work against damage by other trades and shall be liable for damage caused by him to the Work of others. Subcontractor shall pay as directed by Contractor, the cost of replacement or repair to the Work of other trades damaged by Subcontractor or occasioned by the correction of Subcontractor's defective Work and should Subcontractor fail to do so, Contractor may, at its option, back charge Subcontractor for same. Damage to the completed work, when done by an unknown party, shall be paid for equally by all parties working in or storing materials in the area where the damage occurred. Contractor will initiate this procedure if liability and acknowledgement cannot be obtained from a responsible third party.
- (b) Subcontractor shall be responsible for the location of and/or damage caused by him to any underground objects, including but not limited to sewer, water, gas, electric or telephone lines, cables, pipes and tunnels.
- (c) No inspection, approval or acceptance of Work, or approval of a requisition for payment by the Contractor or Owner, nor any progress payment nor partial or entire use or occupancy of the Project by Owner, shall constitute an acceptance of any work not in accordance with the Subcontract.
- (d) No action or failure to act by Contractor shall constitute a waiver of a right or duty afforded to Contractor

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under this Subcontract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing by Contractor.

- (e) This instrument and the documents specifically incorporated herein by reference represent the entire agreement between Contractor and Subcontractor and supersede prior negotiations, representations, agreements either written or oral. Terms and conditions of proposals, quotations, delivery tickets, invoices, work orders and other similar items, unless specifically made a part of this Subcontract, shall not be applicable. This Subcontract may be amended only by a written modification signed by both parties. The jobsite is assumed to have minimal access and space for materials and equipment on/off loading and staging. Therefore, the delivery and loading of all materials and equipment must be scheduled with special care and at a frequency that will supply the Subcontractor for production relative to the amount of space that has been designated for its use. Coordinate all deliveries and pickups with the Contractor.
- (f) Subcontractor agrees to complete all defective work items within five (5) working days of notification and complete punch list items within ten (10) working days from the date of receipt of such items or lists. Failure to complete this work within this period will be penalized at a cost of \$25 per item per day for the first 5 working days past the allowed period. If the work items remain unfinished after the 5-day penalty period, it will be completed by others and all costs will be back charged to the Subcontractor.
- (g) Completed as-builts, and O&M Manuals, must be received prior to release of funds beyond 80% completion of the total value of the contract
- (h) All closeout documentation (completed punch lists, warranties and final releases) must be received prior to release of any retainage.

Subcontractor Acceptance	<i>Please return signed original and acknowledgment copy of Subcontract Agreement to</i> 	Contractor Lloyd's Construction & Consulting LLC
Signature		Signature
Date Signed		Date Signed

Lloyd's Construction & Consulting Company is an Equal Opportunity Employer.

EXN. FHFC Requirements

FINAL COST CERTIFICATION APPLICATION PACKAGE
FORMS AND INSTRUCTIONS

These instructions are designed to assist Housing Credits (HC) Applicants and independent Certified Public Accountants in the preparation and submission of a Final Cost Certification Application Package (FCCAP). The FCCAP is comprised of the HC Development Final Cost Certification (DFCC), the unmodified opinion in an audit report from an independent Certified Public Accountant regarding the DFCC, the General Contractor Cost Certification (GCCC), the unmodified audit report from an independent Certified Public Accountant regarding the GCCC, and the additional documentation as required by the “Additional Documents Required for the FCCAP” section below.

The FCCAP must be completed and submitted to the Corporation by the earlier of the following two dates, regardless of whether the HC Development was for competitive Housing Credits that received or did not receive a Carryover Allocation or for non-competitive Housing Credits financed with tax-exempt bonds, (1) the date that is within 90 Calendar Days after the last building in the HC Development has been placed in service, or (2) the date that is 30 Calendar Days before the end of the calendar year for which the Final Tax Credit Allocation is requested. The Corporation may grant extensions for good cause upon written request.

The purpose of the cost certification process is to establish the total actual costs incurred by the HC Applicant in the delivery of a HC Development. This will enable Florida Housing to determine certain development costs and the amount of subsidy to be allocated to the HC Development. All costs are included in the calculation of the total development costs; however, not all such costs are necessarily recognizable in determining the eligible basis and the amount of HCs to be allocated.

The DFCC and the GCCC documentation is required of all HC Applicants. The HC Applicant is obligated to submit or cause to be submitted the cost certifications applicable to the HC Development and the General Contractor (see separate instructions for the GCCC). The DFCC must be completed by the HC Applicant and returned to Florida Housing along with an unmodified opinion in an audit report from an independent Certified Public Accountant, each component of which must be reviewed and accepted by Florida Housing prior to the issuance of Final Housing Credit Allocation Certificate and IRS Forms (Form 8609). The Certified Public Accountant’s report must provide the findings of its audit of the HC Applicant’s Development costs and state the HC Development’s Final Cost Certification was completed according to proper regulatory procedures and professional standards, inclusive of the requirements provided herein. The Corporation may request additional clarifying documentation, including the independent certified public accountant’s audit documentation from the review of the development and construction costs, in order to timely review the final cost certification documentation.

The HC Applicant will receive a HC Development Final Cost Certification template as an electronic Microsoft Excel file. Instructions for completing it are provided below. Please read the instructions before attempting to complete it.

All expenditures must be reduced by the amounts of any rebates, allowances, trade discounts, reimbursements, adjustments or other sums that the HC Applicant has received or is to receive.

Florida Housing reserves the right to exclude any cost when the amount is determined to be so high as to be out-of-line with reasonable and necessary costs or not in compliance with any restrictions outlined in the application, credit underwriting, and/or allocation processes. Florida Housing also reserves the right to exclude any cost deemed not appropriate as provided in Section 42 of the Internal Revenue Code.

The costs included in the GCCC must be included in the DFCC. The costs in the GCCC should be segregated into the construction categories provided below and entered accordingly on the Actual Construction Cost section of the DFCC, except for items included under General Development Costs and specifically identified as being associated with the construction contract (such as Bond Premium, Builder's Risk Insurance, Building Permits, etc., if applicable).

Accessory Buildings: Should be comprised of all trade items from the GC Cost Breakdown schedule not identified as being Demolition, Site Work, Off-Site Work, or Furnishings/Appliances and any other item(s) included under General Development Costs, but directly related to the delivery of any accessory building.

Demolition: Should be comprised of the following trade items from the GC Cost Breakdown schedule: Demolition and Asbestos Abatement.

New Rental Units: Should be comprised of all trade items from the GC Cost Breakdown schedule not identified as being Demolition, Site Work, Off-Site Work, or Furnishings/Appliances and any other item(s) included under General Development Costs, but directly related to the delivery of new construction units.

Off-Site Work: Should be comprised of the following trade items from the GC Cost Breakdown schedule: Earthwork, Site Utilities, Roads, Walks & Paving, Site Improvements, Lawns and Planting, and Unusual Site Conditions.

Recreational Amenities: Should be comprised of all trade items from the GC Cost Breakdown schedule not identified as being Demolition, Site Work, Off-Site Work, or Furnishings/Appliances and any other item(s) included under General Development Costs, but directly related to the recreational amenities.

Rehabilitation of Existing Common Areas: Should be comprised of all trade items from the GC Cost Breakdown schedule not identified as being Demolition, Site Work, Off-Site Work, or Furnishings/Appliances and any other item(s) included under General Development Costs, but directly related to the rehabilitation of existing common areas.

Rehabilitation of Existing Rental Units: Should be comprised of all trade items from the GC Cost Breakdown schedule not identified as being Demolition, Site Work, Off-Site Work, or Furnishings/Appliances and any other item(s) included under General Development Costs, but directly related to the rehabilitation of existing units.

Site Work: Should be comprised of the following trade items from the GC Cost Breakdown schedule: Earthwork, Site Utilities, Roads, Walks & Paving, Site Improvements, Lawns and Planting and Unusual Site Conditions.

Other: Should be comprised of any costs that should not be included in any other category, but does not include general requirements, contractor's profit, or contractor's overhead. Primarily it would include costs associated with commercial space.

General Requirements (on-site): This cost line-item should come directly from the GC Cost Breakdown schedule.

Building Contractor's Profit: This cost line-item should come directly from the GC Cost Breakdown schedule.

Building Contractor's Overhead: This cost line-item should come directly from the GC Cost Breakdown schedule.

ADDITIONAL DOCUMENTS REQUIRED FOR THE FCCAP

Refer to the paragraph below that describes the HC Development for the required documentation that must be submitted for the FCCAP. Please note that **Compliance/Monitoring fees are not due for Developments funded more than 50% by Florida Housing tax-exempt bonds.**

New Construction Without Rural Development Financing must provide:

- 1) Certificates of Occupancy for each building;
- 2) Compliance monitoring fee. The amount of the fee can be obtained by calling the Housing Credit staff at (850) 488-4197.
- 3) Copy of the executed Syndication Agreement (Limited Partnership Agreement);
- 4) Original Extended Low-Income Housing Agreement properly signed along with appropriate recording fee. This was sent to the HC Development's point of contact upon receipt of the final site inspection. The Agreement must be in effect by the end of the taxable year that the HC Development plans to claim housing credits in order for a HC Development to claim the credits.
- 5) Photographs of the completed HC Development.
- 6) Executed IRS form 8821 for each financial beneficiary, if requested by the Corporation.

Substantial Rehabilitation Without Rural Development Financing must provide:

- 1) Evidence reflecting completion of work such as: Certificates of Occupancy, final inspection certificates completed by the local government building inspector, a final inspection certificate from the lender or a letter from the contractor providing detailed list of the work performed.
- 2) Compliance/monitoring fee. The amount of the fee can be obtained by calling the Housing Credit staff at (850) 488-4197.
- 3) Copy of the executed Syndication Agreement (Limited Partnership Agreement).
- 4) Original Extended Low-Income Housing Agreement properly signed with appropriate recording fee. This was sent to the HC Development's point of contact upon receipt of the final site inspection. The Agreement must be in effect by the end of the taxable year that the HC Development plans to claim housing credits in order for a HC Development to claim the credits.
- 5) Photographs of the completed HC Development.
- 6) Executed IRS form 8821 for each financial beneficiary, if requested by the Corporation.

Acquisition Without Rural Development Financing must provide:

- 1) A copy of the closing statement for the HC Development's acquisition.

- 2) Additionally, documentation required for **Substantial Rehabilitation** (above).

HC Developments Financed With Rural Development Funds must provide:

- 1) Certificates of Occupancy for each building.
- 2) Compliance/monitoring fee. The amount of the fee can be obtained by calling the Housing Credit staff at (850) 488-4197.
- 3) Copy of the executed Syndication Agreement (Limited Partnership Agreement).
- 4) Original Extended Low-Income Housing Agreement properly signed with appropriate recording fee. This was sent to the HC Development's point of contact upon receipt of the final site inspection. The Agreement must be in effect by the end of the taxable year that the HC Development plans to claim housing credits in order for a HC Development to claim the credits.
- 5) Photographs of the completed HC Development.
- 6) Executed IRS form 8821 for each financial beneficiary, if requested by the Corporation.