



Master Subcontract Agreement
Number: «SL»

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EXHIBITS

- A Work Order
- B Application for Payment
- C Subcontractor Partial Release
- D Subcontractor Final Release
- E Performance Bond
- F Payment Bond
- G Guaranty Agreement
- H Field Directive Change Order
- I Subcontractor E-Verify Affidavit



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL

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MASTER SUBCONTRACT AGREEMENT

(Number «SL»)

THIS MASTER SUBCONTRACT AGREEMENT (“MSA”) is made and entered into as of this _____ day of _____, 20____ by and between CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION (the “Contractor”) having a business address of 2534-A Edison Avenue, Fort Myers, FL 33901 and «FirmName», having a business address of «FirmAddress» «FirmCity» «FirmState» «FirmZip» (hereinafter referred to as the “Subcontractor” or “Preferred Subcontractor”).

Subcontractor’s State License No. _____
Federal Employer Identification No. _____
Subcontractor’s Representative _____ Contact No. _____
Owner/Principal _____

RECITALS

This Master Subcontract establishes the terms and conditions on which Contractor may, from time to time, and in Contractor's sole discretion, purchase or obtain from Subcontractor the labor, supervision, administration, and other work, and the equipment, tools and materials (collectively, the "Work"), as required by the terms of this Master Subcontract to complete the Work set forth in one or more "Work Orders" (as defined below). The parties' obligations with respect to the Work under every Work Order are expressly governed by the terms and conditions contained or referred to herein. Any additional or different terms and conditions set forth in any invoices, purchase orders, purchase order acknowledgements, or similar writings are objected to by, and will not be binding upon, either party unless specifically agreed to in writing by an authorized representative of such party. This Master Subcontract is not a requirements contract. Contractor reserves the right to use its own resources and employ other contractors or subcontractors, or Contractor's own forces, to perform work or services on any project.

All construction projects for which Contractor requires Work of the Subcontractor (“Project”) shall be subject to the terms of this Master Subcontract and the subject Work Order. The form of the Work Order is attached hereto as Exhibit "A" (the "Work Order"). All Work Orders are subject to the mutual agreement of Contractor and Subcontractor. If Contractor and Subcontractor cannot reach agreement on a specific Work Order, Contractor shall have the right to have such work performed by Contractor's staff or other subcontractors.

The purpose of this Master Subcontract is to set forth the obligations, responsibilities, terms and conditions applicable to the parties in the event Subcontractor performs any Work for Contractor pursuant to a Work Order. This Master Subcontract does not authorize Subcontractor to perform any Work for Contractor, but the terms and conditions of this Master Subcontract shall be considered a part of any and all Work Orders that may be issued hereafter to Subcontractor, unless otherwise expressly noted in the subject Work Order.

The parties recognize and agree that Contractor relies upon Subcontractor’s bids, estimates and proposals (hereinafter “Proposals”) in negotiating its contract with the Owner. Contractor may thereafter issue a Work Order to Subcontractor based upon Subcontractor’s Proposals. If Subcontractor objects to the terms and conditions of the issued Work Order, it shall notify Contractor in writing within ten (10) days of receipt of the Work Order. If Subcontractor fails to provide timely written objection, the issued Work Order becomes a binding contract and enforceable (by both parties) according to its terms and the terms of this Master Subcontract Agreement.

During the entire term of this Master Subcontract Subcontractor shall obtain and maintain, at Subcontractor's expense, the insurance coverages required by the Master Subcontract and any applicable Work Order. Such insurance shall be maintained in full force and effect until acceptance of the Work by Contractor, except as otherwise required hereby.

Contractor shall have the right to terminate, in whole or in part, this Master Subcontract and/or any previously issued Work Order at any time for Contractor's convenience and without cause, upon written notice to

Subcontractor. Unless terminated in whole by Contractor, this Master Subcontract shall continue in full force and effect. Provided, however, either party hereto shall have the right to terminate this Master Subcontract upon written notice to the other, provided, further however, that any such election to terminate this Master Subcontract shall not operate to terminate any previously issued Work Order, and Subcontractor shall proceed to completion of all previously issued Work Order(s) under the terms of the Master Subcontract and the applicable Work Order unless otherwise directed by Contractor.

NOW, THEREFORE, the foregoing recitals are hereby incorporated as fully set forth hereinafter, and in consideration of the mutual covenants and agreements set forth herein, Contractor and Subcontractor agree as follows:

ARTICLE 1
THE SUBCONTRACT DOCUMENTS

- 1.1 The term "Master Subcontract" includes this Master Subcontract, any applicable Work Order issued by Contractor to Subcontractor after the date hereof, and written amendments to the Master Subcontract signed by Contractor and Subcontractor after the date hereof. The term "Contract Documents" includes the contract or other agreement (the "General Contract") between Contractor and the Owner or Developer of a particular Project, including the general conditions, supplementary conditions and special conditions, all drawings, specifications, addenda and other changes issued thereto, except and to the extent any of the terms and conditions of any of the foregoing pertain to the amount of fee, compensation, or other payments owing to Contractor, which terms and conditions are specifically excluded from this Master Subcontract and any applicable Work Order.
- 1.2 The following attachments are incorporated by reference and made a part of this Master Subcontract:
- Work Order (Exhibit "A")
 - Application for Payment (Exhibit "B")
 - Subcontractor Partial Release (Exhibit "C")
 - Subcontractor Final Release (Exhibit "D")
 - Performance Bond (Exhibit "E")
 - Payment Bond (Exhibit "F")
 - Guaranty Agreement (Exhibit "G")
 - Field Directive Change Order (Exhibit "H")
 - Subcontractor E-Verify Affidavit (Exhibit "I")
- 1.3 The Subcontract Documents enumerated in Paragraph 1.1, and the Exhibits enumerated in Paragraph 1.2 above form the contract between Contractor and Subcontractor, and are as fully a part of the Master Subcontract and each Work Order issued thereunder as if attached hereto or set forth at length herein, except as set forth above. Subcontractor acknowledges it has carefully and completely examined the Subcontract Documents.
- 1.4 It is the intent of the Contract Documents to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings. In the event of conflicting provisions, the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive. On all Project Drawings, figures take precedence over scaled dimensions. Scaling of dimensions, if done, is done at the SUBCONTRACTOR'S own risk. Where a conflict in or between Contract Documents appears to occur, the higher quality and the greater quantity of both material and labor shall govern and shall be intended to be included in the SUBCONTRACT AMOUNT.

ARTICLE 2
THE WORK

- 2.1 Subcontractor shall execute the Work, perform the labor and other services, and provide the equipment, tools, and materials, as required by the terms of this Master Subcontract, as described on each Work Order issued hereunder, and that which is reasonably inferable therefrom in order to achieve the results intended thereby. The Work is not, and shall not be, limited or defined by the organization of any Subcontract Document into divisions or parts.
- 2.2 Unless expressly excluded by the subject Work Order, the Work includes, without limitation:
- 2.2.1 The preparation, submission and resubmission as required of all necessary shop drawings, erection drawings, field-use drawings, diagrams, samples, laboratory reports, inspection reports, product data, mock-ups, and any other required submittals, in sufficient time to permit the timely prosecution of the Work, and as directed by Contractor.
- 2.2.2 To the extent CONTRACTOR provides SUBCONTRACTOR with tests, studies, soils investigation reports, maps or other reports in connection with site or material conditions, other than the Contract Documents, such tests, studies and reports shall be considered as SUBCONTRACTOR'S risk. To the extent that the SUBCONTRACTOR is provided any test, studies, soils investigation reports, maps or other reports in connection with the site or material conditions, SUBCONTRACTOR may not rely on such data without further investigation of its own to verify conditions. To satisfy "further investigation of its own to verify conditions", the Parties agree that additional third party test, studies, soil investigation reports, maps or other reports in connection with the site or material conditions shall not be required. CONTRACTOR does not warrant nor offer any representation as to the adequacy or accuracy of the data in such reports.
- 2.2.3 The timely furnishing to Contractor of all information necessary for the preparation and submission by Contractor to the Owner of any and all reports, schedules, response, or claims as required by the Contract Documents.
- 2.2.4 The daily clean up of all trash, debris, and waste occasioned by the Work and hauling of all such trash, debris and waste to a central location designated by Contractor necessary to keep the Project clean; provided however, any trash, debris, waste or liquid that poses a possible threat of fire or safety shall be lawfully, properly and safely removed from the Project by Subcontractor immediately. If, after 24 hours written notice by Contractor to Subcontractor, Subcontractor has not diligently proceeded with the required clean up, then Contractor has the right, but not the obligation, to proceed with the clean up work at Subcontractor's cost and expense, and to deduct the cost of same from the Subcontract Amount.
- 2.2.5 Subcontractor's layout and the protection and preservation of all installed engineering data and layout points. Subcontractor shall take all necessary precautions to ensure that such data are not damaged, destroyed, altered or changed.
- 2.2.6 Cutting and patching required for the performance of the Work; and
- 2.2.7 Any remedial work necessary or required to bring the Work into compliance with the Subcontract Documents.
- 2.3 The quality of Subcontractor's Work is subject to the decisions and direction of the Owner and Owner's Architect, to the same extent and in the same manner that the Contractor is subject to the decisions and direction of the Owner and the Owner's Architect with respect to the Work as required by the Subcontract Documents.
- 2.4 Subcontractor's Work, workmanship, materials, submissions, and samples are subject to the approval of the Owner, the Owner's Architect, and Contractor.
- 2.5 Subcontractor agrees to perform its Work under the direction of the Contractor and to the satisfaction of Contractor, Owner and any specified representative of Owner. Subcontractor agrees to provide and pay for all labor, materials, tools, supplies and equipment, except as otherwise expressly provided under the applicable Work Order, and to perform its Work in strict conformity with the requirements of this Master Subcontract and any Work Order issued pursuant thereto.

- 2.6 For purposes of clarification, the SUBCONTRACTOR acknowledges and understands that when the word “CONTRACTOR” or “GENERAL CONTRACTOR” is used or inserted on the Project Drawings or Project Specifications, that particular section shall pertain to and be included in the SUBCONTRACTOR'S Scope of Work.

ARTICLE 3
DEFINITIONS

The following definitions shall apply to and control interpretation of this Agreement:

- A. OWNER shall mean the person, firm, corporation, municipality, county or department or agency of the State or Federal Government, which enters into a Direct Contract with the CONTRACTOR for the performance of the Work and shall include any assignee or successor OWNER.
- B. PLANS AND SPECIFICATIONS shall mean all plans, specifications, addenda, drawings, general conditions, special conditions, supplemental or other conditions and instructions of the ARCHITECT, ENGINEER, CONTRACTOR or OWNER; and also shall include any progress charts, CONTRACTOR'S Original Project Schedule and amendments thereto, as are maintained in the office(s) of the CONTRACTOR, or OWNER. Further, SUBCONTRACTOR shall conform to and abide by any additional specifications, drawings, clarifications or explanations furnished by ARCHITECT or ENGINEER to illustrate Work to be performed.
- C. ARCHITECT and/or ENGINEER shall mean the ARCHITECT and/or ENGINEER of Record, or other Representative of the OWNER under whose supervision, direction or inspection the Work is required to be subject to in terms of this Agreement, the Contract Documents, and/or the Direct Contract between OWNER and CONTRACTOR.
- D. WORK SITE or JOB SITE or PROJECT SITE shall include any and all improvement areas, buildings and structures of the Project, including, but not limited to, outside utilities, sidewalk, landscaping, roads, streets and other items which are the subject or objects of construction provided for in the Direct Contract between OWNER and CONTRACTOR.
- E. INTEREST. The parties agree that no interest shall be paid to either party for breach of payment under this Agreement, or the interest rate is agreed to be zero percent (0%). The only interest either party may claim is post-judgment interest.
- F. DIRECT CONTRACT shall mean all written, typed or printed agreements between OWNER, ARCHITECT or ENGINEER, or their agents, and CONTRACTOR, including, but not limited to, Plans and Specifications as herein defined.
- G. THE CONTRACT DOCUMENTS consist of this MASTER SUBCONTRACT AGREEMENT, the WORK ORDER, the Direct Contract(s) between the OWNER and CONTRACTOR, all conditions of the Direct Contract and Subcontract for the Project, (whether general, supplementary, special or other conditions), drawings, plans and specifications, addenda issued prior to execution of the Direct Contract, and any other document identified or referenced in this MASTER SUBCONTRACT AGREEMENT or WORK ORDER. CONTRACTOR will provide a copy of the Owner/Contractor Agreement to SUBCONTRACTOR, upon written request.
- H. PROPOSAL shall mean and include all bids, proposals, estimates which Subcontractor submits to the CONTRACTOR which CONTRACTOR utilizes in its proposal to and/or contract with the Owner.

ARTICLE 4
DUTIES AND RESPONSIBILITIES OF SUBCONTRACTOR

- 4.1 SUBCONTRACTOR shall submit to the CONTRACTOR all shop drawings, submittal data, brochures and samples which fully comply with the requirements of the Contract Documents, the Plans and Specifications, and the SUBCONTRACTOR'S Work no later than ten (10) days after CONTRACTOR'S issuance of a Work Order, and further, shall furnish to the CONTRACTOR such submittals in as many duplicated copies, sepias, CDs or other media as CONTRACTOR may

require. All such material shall be timely submitted at one time, and shall not be submitted in parts. Failure to timely and properly issue all such submittals and shop drawings shall be deemed a material breach of the MASTER SUBCONTRACT AGREEMENT and WORK ORDER. Review, acceptance or the processing of shop drawings shall not relieve SUBCONTRACTOR of its obligations to comply with the Contract Documents. CONTRACTOR'S failure to enforce this provision shall in no way waive, release or discharge the SUBCONTRACTOR of its obligations herein.

SUBCONTRACTOR shall coordinate its Shop Drawings with other Subcontractors who's Work and Shop Drawings will interrelate, involve or connect to the SUBCONTRACTOR'S Work. For example, the Mechanical Subcontractor will provide coordination drawings indicating all duct systems including grills, equipment and associated piping drawn to scale. These coordination drawings will be prepared in coordination with the Architect's Reflected Ceiling Plan and provided on CAD drawings. Mechanical Subcontractor will provide a copy of this CAD diskette to the other related Subcontractors for their use. Likewise, the Plumbing Subcontractor will plot his sanitary, storm and water lines in coordination with the Mechanical Coordination Drawings. The Fire Protection Subcontractor will also prepare his drawings in coordination with the Mechanical Coordination Drawings. The Electrical Subcontractor will indicate all equipment and conduit larger than 1" that is to be installed above the ceiling line on his drawings. All Shop Drawings will be on 1/4" scale floor plans. All Shop Drawings will indicate exact dimensions and elevations of all piping, ductwork, conduits, equipment, etc. SUBCONTRACTOR agrees to attend coordination meetings as scheduled by CONTRACTOR.

All re-submittals and/or Shop Drawings shall be resubmitted promptly so as not to impact the Project Schedule. In no case shall this re-submittal period exceed 7 calendar days.

The SUBCONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's, Architect's, or CONTRACTOR'S acceptance of the Project Shop Drawings, Samples, and similar submittals as required by the Contract Documents unless the SUBCONTRACTOR has specifically informed the CONTRACTOR in writing of such deviation at the time of submission and CONTRACTOR has given written approval to the specific deviation. SUBCONTRACTOR shall not be relieved from his responsibility for errors and omissions in the Shop Drawing or product data by the CONTRACTOR'S review or approval thereof.

4.2 Site Inspection. SUBCONTRACTOR shall inspect the Work Site or Job Site and all surfaces as well as all conditions, areas or structure(s) related to its Work, and all Work performed by others which relates to SUBCONTRACTOR'S Work, prior to performance of its scope of Work, and SUBCONTRACTOR shall notify CONTRACTOR in writing immediately of any deficiencies or problems that would adversely affect SUBCONTRACTOR'S Work, the quality and timeliness of its Work, the finished product, and/or in any way adversely affect the Project site. By commencing Work, SUBCONTRACTOR accepts full responsibility for all surfaces, areas and structure(s) which interface with its Work, and further represents that it has thoroughly examined the Contract Documents, the Project site, the CONTRACTOR'S Original Project Schedule, or amendments thereto, and all conditions, and has determined that he accepts all conditions and matters effecting the proper and timely execution of the Work. Failure to timely provide written notice to CONTRACTOR of such deficiencies or problems before commencing Work shall be deemed a complete waiver and/or release of such claims by the SUBCONTRACTOR.

SUBCONTRACTOR herein acknowledges that he/she has examined the Project site(s) and is fully informed as to the nature of the Work and conditions relating to its completion. Any special precautions required in order not to disturb existing construction are included.

Prior to submitting a Proposal to CONTRACTOR, the SUBCONTRACTOR has carefully studied and compared each of the Contract Documents with the other Contract Documents and shall have reported to the CONTRACTOR any error, inconsistency or omission related or involving SUBCONTRACTOR'S Work. The SUBCONTRACTOR hereby further acknowledges that Contract Documents are complete and sufficient to enable it to determine the cost of the Work and that the Drawings, the Specifications and all Addenda are sufficient to enable the SUBCONTRACTOR to construct the Work. The SUBCONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work. SUBCONTRACTOR shall not be entitled to an increase in Price attributable to any claimed error, defect, inconsistency or omission in the Contract Documents.



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4.3 Performance of Work. SUBCONTRACTOR agrees to immediately prepare for performance of Work and shall carry on its Work promptly and efficiently and at a speed that will not cause any delay in the CONTRACTOR'S Original Project Schedule, the progress of the CONTRACTOR'S Work or other phases of Work being carried on by others. SUBCONTRACTOR shall fully perform its Work within the duration of time required by the CONTRACTOR'S Original Project schedule. If, in the sole opinion of the CONTRACTOR, the SUBCONTRACTOR falls behind in the progress of its Work, the CONTRACTOR may direct the SUBCONTRACTOR to take such steps as the CONTRACTOR deems necessary to improve the rate of progress, including requiring SUBCONTRACTOR to increase the number of shifts, overtime operations, days of Work, amount of Workmen and/or amount of equipment, and/or require SUBCONTRACTOR to submit for approval a schedule demonstrating the manner in which the required rate of progress may be regained, all without any additional costs or expense whatsoever to CONTRACTOR. Failure of SUBCONTRACTOR to immediately comply with CONTRACTOR'S scheduling requests provided herein shall be considered to be an event of material breach hereunder for which CONTRACTOR may assert any and all remedies as provided herein. Should SUBCONTRACTOR in any way cause any delay, disruption, loss of efficiency, loss of productivity, and/or interruption to the CONTRACTOR, any other SUBCONTRACTOR on the Project, or to any portion of the Work described in the Direct Contract, then SUBCONTRACTOR shall be liable to CONTRACTOR for any and all damages as defined herein or as otherwise suffered by CONTRACTOR as a result thereof. The SUBCONTRACTOR acknowledges and agrees that the CONTRACTOR'S Original Project Schedule, and the CONTRACTOR'S competitive interests for this Project, include a Project Schedule more aggressive than the Owner's completion dates for the Project, and that any failure to timely complete the Project pursuant to the CONTRACTOR'S Original Project Schedule will cause damages to the CONTRACTOR regardless of whether or not the Owner suffers or asserts any damages. In addition to CONTRACTOR damages, in the event OWNER shall assess any delay, disruption, interruption, acceleration or liquidated damage against CONTRACTOR, either pursuant to a liquidated damage provision in the Direct Contract or otherwise, then SUBCONTRACTOR shall also be liable to the CONTRACTOR for all such additional damages, including, but not limited to attorney's fees and interest. CONTRACTOR shall further have the right and option at its discretion to deduct any and all such assessments or damages that, in the judgment of the CONTRACTOR, are attributable to any such delays, disruption, interruption or acceleration caused by the SUBCONTRACTOR from any amounts that are unpaid to SUBCONTRACTOR under this Agreement and the corresponding Work Order. Permitting SUBCONTRACTOR to continue, after the time to complete the Work has expired, shall not be construed as a waiver, release or discharge of damages for the non-performance or breach of the time requirements provided herein.

SUBCONTRACTOR shall furnish and install their own box-outs and/or penetrations as required for their Work; sufficient time shall be allowed for this Work to be installed however this SUBCONTRACTOR shall be responsible to monitor job progress and coordinate with the Project Superintendent. If SUBCONTRACTOR, through his own fault, fails to install these penetrations then any and all additional Work required "after-the-fact" shall be his responsibility including the associated costs.

SUBCONTRACTOR is responsible for their own core drilling, fire safing and/or caulking as required by the Contract Documents and/or applicable codes. All penetrations shall be thoroughly and properly sealed.

SUBCONTRACTOR is responsible for providing all necessary access doors/panels for your Work, including those not shown on the Contract Documents.

SUBCONTRACTOR is responsible for identification and labeling of all systems and equipment installed by this SUBCONTRACTOR or involved in the SUBCONTRACTOR'S Scope of Work.

Machinery or specialist tools will not be used in the building without the prior permission of the CONTRACTOR due to potential damage to the building.

All trailers, storage facilities and office locations must be approved by CONTRACTOR.

SUBCONTRACTOR shall be responsible for all shipping, receiving, unloading, handling, inventorying, distribution, storage, protection and cleaning of his materials. All deliveries shall be scheduled with CONTRACTOR'S Project Superintendent forty-eight (48) hours prior to scheduled delivery.

The SUBCONTRACTOR shall submit to the CONTRACTOR a complete, accurate and comprehensive Schedule of Values (S.O.V.) acceptable to CONTRACTOR and such S.O.V. shall be submitted using the industry recognized layout such as the



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form (AIA G703) or similar and shall be subject to the CONTRACTOR'S review and modification. The S.O.V. Breakdown shall include all portions of the SUBCONTRACTOR'S Work and shall have separate line items for materials and labor. The S.O.V. shall be updated and submitted with the monthly Pay Application. Should CONTRACTOR request a corrected, more detailed, modified or more accurate S.O.V., SUBCONTRACTOR shall provide same within 3 business days. Failure of SUBCONTRACTOR to provide a proper and timely S.O.V. may, at CONTRACTOR'S discretion, be deemed a material breach of this SUBCONTRACT AGREEMENT and corresponding Work Order.

Any pricing requested throughout the duration of a Project shall be responded to with complete justification within 10 working days (unless notified otherwise) of receipt of the request. Failure to do so may, at CONTRACTOR'S discretion, be deemed a material breach of this SUBCONTRACT AGREEMENT and corresponding Work Order.

4.4 Superintendent. SUBCONTRACTOR shall maintain a competent and experienced superintendent or foreman on Projects at all times with authority to carry out directives of the CONTRACTOR relating to the SUBCONTRACTOR'S Work and responsibility. The CONTRACTOR may hold a weekly Project Meeting on the Job site, for the purpose of overall Project coordination including distribution and discussion of Project Schedule, resolution of problems and clarification of documents. SUBCONTRACTOR shall have in attendance a representative authorized to make decisions on behalf of the SUBCONTRACTOR. Attendance at Project Meetings is mandatory. Failure to attend, shall not relieve the SUBCONTRACTOR of responsibility for compliance with decisions and/or clarifications arising from such meetings. Failure of the SUBCONTRACTOR to comply with this Article may, at CONTRACTOR'S discretion, be deemed a material breach of this SUBCONTRACT AGREEMENT.

4.5 Safety. SUBCONTRACTOR, as part of its Work, and to maintain a safe Project Site, shall at all times keep the site of the Work, storage area and all the public and private areas clean and free from accumulations of waste material or rubbish caused by construction. SUBCONTRACTOR shall be required to make daily broom swept cleanup and remove all trash or other debris deposited within the scope of its Work. During the progress of the Work, SUBCONTRACTOR shall store materials and equipment in an orderly manner and shall keep the premises, including the storage area and the Work site, at all times clean and free from obstructions and debris. Upon completion of the Work, SUBCONTRACTOR shall remove all temporary buildings and facilities erected by or through SUBCONTRACTOR, all construction equipment, surplus materials and supplies belonging to SUBCONTRACTOR, and shall leave the premises and the Work in good order, clean and ready for its intended use. In the event SUBCONTRACTOR fails to comply with this section, then in addition to every other remedy at law or in equity, SUBCONTRACTOR further agrees that the SUBCONTRACTOR is responsible for labor forces, supplementation, or other expenses and costs incurred by CONTRACTOR to correct the condition.

SUBCONTRACTOR is required to conduct weekly safety meetings (Tool Box Safety Meetings) with their crews. Copies of the meeting minutes and attendance sheets must be submitted to CONTRACTOR on a weekly basis. This information must be up to date for SUBCONTRACTOR monthly requisitions to be processed.

SUBCONTRACTOR shall provide and install any danger signs, barricades, barriers, enclosures, etc. warning and protecting against hazards relating to the SUBCONTRACTOR'S Work.

SUBCONTRACTOR shall comply with CONTRACTOR'S drug program including mandatory testing after any incident or accident

SUBCONTRACTOR shall enforce strict discipline and good order among their company's employees and shall not permit employment to unfit persons or persons not skilled in the tasks assigned to them.

CONTRACTOR enforces all OSHA Safety Rules and expects all SUBCONTRACTORS on their Projects to do the same. We highly recommend that your personnel be properly trained for the job that they perform and we require that you provide them with all of the necessary safety equipment required to properly perform their job. CONTRACTOR will monitor and enforce on-site safety compliance and shall identify and write safety violations and, when applicable, shall impose fines in a manner similar to OSHA procedures. The fines shall be \$50 for "other", \$500 for "serious" and \$1500 for "willful". This practice shall in no way relieve the SUBCONTRACTOR from their responsibility to educate, provide equipment, inspect, enforce and comply with all safety requirements. In addition,



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SUBCONTRACTOR shall reimburse CONTRACTOR for any OSHA fines levied upon the CONTRACTOR associated with or attributed to, SUBCONTRACTOR'S work.

4.6 Compliance with Law. SUBCONTRACTOR agrees to comply with all municipal, State and Federal laws and ordinances, all Federal OSHA and EEOC regulations and U.S. or international trade or patent agreements, and such other labor laws as may be applicable, and to comply with all laws and ordinances and shall reimburse and save the CONTRACTOR harmless from any annoyances, violations, claims, or fines having reference to the Work. SUBCONTRACTOR shall give proper authorities all requisite notices relating to the Work. SUBCONTRACTOR shall procure and pay for all necessary official licenses, tax, fine, fee, or permits for carrying on the Work described in the Work Order. SUBCONTRACTOR hereby represents and warrants unto CONTRACTOR that it has in fact secured and obtained all necessary and applicable licenses and permits to carry on the Work and, further, agrees that Federal and State tax laws, social security laws and unemployment compensation laws are a part of this Agreement and SUBCONTRACTOR'S obligations hereunder, as though fully set forth herein. Any and all transportation tax, sales tax, royalties and any other tax that might accrue through purchase of materials or amounts paid for labor by SUBCONTRACTOR or occasioned by the performance of this SUBCONTRACT AGREEMENT shall be paid in full by SUBCONTRACTOR.

4.7 Close Out Documents. SUBCONTRACTOR shall submit to CONTRACTOR all Close-Out Documents in a form required by the Contract Documents including, but not limited to, all warranties, guarantees, maintenance and operating manuals and up to date "As-Builts", prior to completion of 50% of its Work. Further, "As-Builts" shall be updated and submitted monthly with each payment application. SUBCONTRACTOR'S failure to comply shall be deemed a material breach of the SUBCONTRACT AGREEMENT. CONTRACTOR'S failure to enforce this provision does not in any manner constitute a waiver, release or discharge of SUBCONTRACTOR'S timely compliance. In addition to any other remedy available to CONTRACTOR, CONTRACTOR shall have the right to engage any and all necessary persons to prepare such Close-Out Documents and shall be entitled to deduct the costs thereof, including overhead and profit, and any other damages, as hereinafter described from any amounts due SUBCONTRACTOR.

4.8 Alternations/Changes. SUBCONTRACTOR shall make all alterations, changes in the Work, furnish materials therefore and perform all extra Work or omit any Work CONTRACTOR may require in writing, without modifying this SUBCONTRACT AGREEMENT, at such reasonable addition to or deduction from the total payment to be paid to SUBCONTRACTOR as set forth hereunder and as set forth in the Work Order. Any and all such alterations, extras or changes in the Work described herein shall be made by SUBCONTRACTOR only after having first received proper written authorization therefore from the authorized office or project manager of the CONTRACTOR and also SUBCONTRACTOR is issued a written Change Order by such CONTRACTOR, officer or project manager, either include a price adjustment or reserves price adjustment if one cannot be agreed upon by the parties. Under no circumstance shall CONTRACTOR be liable to SUBCONTRACTOR for any changes in the Work, alterations or extra Work or for any labor, services or materials furnished therefore without first having obtained, as a strict condition precedent, said written authorization and such written Change Order. Neither the conduct of the parties nor the statement, action, promise, or activity of any representative of the CONTRACTOR shall be deemed a waiver, modification, release, excuse or change to the absolute requirement for a written Change order. The SUBCONTRACTOR assumes all risk of no adjustment in the SUBCONTRACT price without such a written Change Order and proper authorization. In case of disagreement where no price adjustment can be agreed upon by the parties,

SUBCONTRACTOR agrees to timely and diligently proceed with the Work pending the determination of the amount of the adjustment, and SUBCONTRACTOR agrees to be bound by the determination of the OWNER as to whether or not there shall be reimbursement for any such alteration, extra or change in the work, and to the OWNER'S determination as to the amount to be paid for such Work. SUBCONTRACTOR will have no transaction with OWNER or OWNER'S Representative, ARCHITECT or ENGINEER in regard to changes, extras or omissions in connection with the Work, but must negotiate only with and through CONTRACTOR.

4.9 SUBCONTRACTOR agrees to promptly pay for all materials and labor furnished to or used by SUBCONTRACTOR and shall compensate each Worker used on the Project on a weekly basis and, if required by CONTRACTOR, shall provide or furnish to CONTRACTOR a sworn statement in the form established in Florida Statutes Section 713.16.

CHRIS-TEL CONSTRUCTION

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4.10 SUBCONTRACTOR shall provide a safe and sufficient site at all times for inspection of the Work by CONTRACTOR, ARCHITECT, OWNER or ENGINEER or their authorized Representative and shall within twenty-four (24) hours of receiving written notice from CONTRACTOR proceed promptly to take down all portions of the Work or remove from the Work site all materials which the ARCHITECT, OWNER or ENGINEER shall condemn or fail to approve and shall promptly repair, remedy, replace or correct such Work in accordance with the plans and specifications as interpreted by said ARCHITECT, ENGINEER or their Representative, regardless of whether SUBCONTRACTOR disagrees with the reason for any such condemnation or rejection of such Work.

4.11 All labor used by SUBCONTRACTOR shall be acceptable to the OWNER and CONTRACTOR and of a standard or affiliation that will permit the Work to be carried on harmoniously and without delay and that will not under any circumstances cause any disturbance, interference, safety concern or delay to the progress of the Work carried on by the OWNER or CONTRACTOR.

4.12 SUBCONTRACTOR shall as often as requested by the OWNER or by the CONTRACTOR, furnish within five (5) business days of receipt of such request, a sworn statement from the SUBCONTRACTOR and from all person(s) or company(s) who furnish labor, services or materials to the SUBCONTRACTOR stating under oath their respective name and address, the amount paid and the amount due or to become due, as well as a description of the Work performed and to be performed. The CONTRACTOR shall be authorized to rely fully upon such statement issued by the SUBCONTRACTOR and those who furnish labor, services and materials to SUBCONTRACTORS. In addition, SUBCONTRACTOR shall furnish to the CONTRACTOR written evidence and an accounting upon the request from CONTRACTOR relative to any payment or claim, including documentation to support any costs, expenses, or bills incurred for labor, services, equipment or materials used by the SUBCONTRACTOR for the Project. Failure of the SUBCONTRACTOR to furnish a sworn statement, written evidence, or an accounting as set forth herein, shall be deemed to be a material breach of this Agreement.

4.13 The SUBCONTRACTOR shall during the term of this Agreement, be required to immediately notify the CONTRACTOR in writing of any changes to his business address, telephone number, fax number, principal officers of the company, occurrence of tax liens, any event that may adversely affect this Agreement, or change in the legal status or financial condition of his/her company (as executory to this document). Failure to do so may, at the discretion of the CONTRACTOR shall be grounds for the SUBCONTRACTOR being declared to be in breach of this Agreement.

4.14 SUBCONTRACTOR shall not post any sign, advertisement or commercial message on the Project site.

4.15 All communication to the Architect, Owner, or Engineers shall be through CONTRACTOR.

4.16 SUBCONTRACTOR shall be responsible for the protection of his own Work and liable for damages caused by his forces to the Work of CONTRACTOR, to the Work of other Subcontractors, to Owner's property or to adjacent property during the execution of this SUBCONTRACT.

4.17 SUBCONTRACTOR is responsible for the acts and omissions of their employees and agents, their Subcontractors' Agents and employees, and all other persons performing any of the Work or supplying materials to the SUBCONTRACTOR.

4.18 SUBCONTRACTOR shall provide CONTRACTOR with the name and cell numbers of key personnel.

4.19 SUBCONTRACTOR agrees to protect it's Work and assume the risk associated with mold, fungus, or mildew contaminating the Project or SUBCONTRACTOR'S Work and shall immediately remove, replace and remediate any portion of the Project or physical property contaminated, damaged or impacted by such mold, fungus or mildew, if such mold, fungus or mildew was caused in whole or in part by the SUBCONTRACTOR or the SUBCONTRACTOR'S Work.

4.20 The CONTRACTOR and SUBCONTRACTOR recognize the difficulties, effort, manpower, and expense involved in proving in any proceeding the actual loss suffered by CONTRACTOR if the SUBCONTRACTOR fails to perform its Work within the Duration of Time as set forth in the CONTRACTOR'S Original Project Schedule. Accordingly, the CONTRACTOR and SUBCONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the SUBCONTRACTOR shall pay the



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CONTRACTOR One thousand dollars {\$1,000.00} for each calendar day the SUBCONTRACTOR’S Work extends beyond the Duration of Time for such Work as set forth in the CONTRACTOR’S Original Project Schedule, in addition to any delay damages assessed against the CONTRACTOR as a result of SUBCONTRACTOR’S DELAY.

4.21 SUBCONTRACTOR shall provide CONTRACTOR a written punch/completion list upon conclusion of each area of Work (including but not limited to per building, floor, room, and/or area) with associated dates for completion. This list shall be required within 10 calendar days of notice from CONTRACTOR and shall require expedient completion within 10 calendar days to allow CONTRACTOR to prepare their punch list.

4.22 SUBCONTRACTOR shall provide sufficient personnel dedicated to accomplish the punch list provided by the CONTRACTOR within 10 calendar days of issuance. Failure to do so will have monetary consequence to include CONTRACTOR’S Facility and Supervision, Liquidated Damages and the cost of supplementing your Work to achieve a finished complete status.

4.23 SUBCONTRACTOR shall provide training of facility staff on the maintenance and operation of systems and equipment within SUBCONTRACTOR'S Scope of Work.

4.24 SUBCONTRACTOR shall notify CONTRACTOR 48 hours in advance, (unless otherwise stated in the Contract Documents) to schedule all applicable inspections and testing of Work as required by agencies having jurisdiction.

4.25 CONTRACTOR has the right to test any product or installations provided by SUBCONTRACTOR whether specified or not. Any passing test shall be paid for by CONTRACTOR and any re-test required due to failing test shall be paid for by SUBCONTRACTOR.

4.26 All testing required in the Project Specifications is to be witnessed by CONTRACTOR and a designated Owner’s representative and acknowledgment of the test must be signed by CONTRACTOR or the designated Owner’s

representative and kept as a job record. Failure to witness shall be deemed cause for tests to be repeated and properly witnessed by CONTRACTOR and the designated Owner's representative the cost of which will be borne by SUBCONTRACTOR.

ARTICLE 5
INDEMNITY

5.1 SUBCONTRACTOR shall turn the SUBCONTRACTOR’S Work over to the CONTRACTOR in good condition and free and clear of any and all defects, deficiencies, claims, suits, proceedings, damages, bond claims, liens, infringements, and/or encumbrances. To the fullest extent permitted by law, SUBCONTRACTOR shall protect, defend, indemnify and hold harmless the CONTRACTOR and OWNER, as well as CONTRACTOR and OWNER’S officers, directors, agents, sureties and employees (collectively “Indemnitees”) from and against any and all demands, suits, defects, deficiencies, proceedings, damages, bond claims, attorneys’ fees, losses, delays, expert fees, expenses, injuries, sickness, death, infringements, encumbrances, actions, liens, and/or claims of any kind, nature, or description (hereinafter collectively referred to as “CLAIMS”) arising from the performance or failure to perform the Work by the SUBCONTRACTOR (whether directly or indirectly), or in any way growing out of or relating to the Subcontract Agreement or SUBCONTRACTOR'S involvement in the Project. Further, SUBCONTRACTOR shall, at its sole cost and expense, including attorneys’ fees and expert fees, defend all such “CLAIMS” and upon Demand by CONTRACTOR pay any such “CLAIMS”, including any judgments or awards established, regardless of whether such “CLAIMS” were caused in whole or in part by a person or party indemnified hereunder. Such contractual indemnity obligations shall not be construed to negate, abridge or reduce CONTRACTOR’S other rights, nor SUBCONTRACTOR’S obligations which would otherwise exist. SUBCONTRACTOR agrees that the indemnity obligations herein and the monetary amount of liability of SUBCONTRACTOR under such indemnification provision is limited to, the greater of:

- (1) an amount equal to the total Subcontract Amount (as set forth in the corresponding Work Order); or
- (2) in the event such “CLAIMS” should have been covered by a policy of insurance which the SUBCONTRACTOR was to secure or provide under this Subcontract Agreement, then in that event, the monetary limitation of liability shall be equal to the sum of the following:



The maximum limits of coverage applicable to such "CLAIMS" under the SUBCONTRACTOR'S insurance policies (whether SUBCONTRACTOR'S Workers Compensation, Employer's Liability Policy, General Liability Policy, Completed Operations Policy, Umbrella Policy, or other required insurance); plus

- B. the total Subcontract Amount (as set forth in the corresponding Work Order).
- (3) the amount of CONTRACTOR'S liability to Owner arising out of SUBCONTRACTOR'S work.

5.2 It is the intent of the parties that the SUBCONTRACTOR'S monetary limitation of liability under this indemnification provision shall be the total Subcontract Amount plus the maximum limits of applicable insurance coverage which SUBCONTRACTOR was required to provide under this agreement. Such limitation of liability as set forth herein is stipulated by the parties to bear a reasonable commercial relationship to this Agreement. Further, such indemnification shall be deemed part of the project specifications or bid documents, and to fully comply with Section 725.06, Florida Statutes (2001), including amendments thereto, in all respects. It is also the express intent of the parties that nothing contained in this indemnification provision shall act or apply to limit or restrict any insurance coverage. The indemnification provisions in this Agreement do not require that the indemnitor(s) indemnify the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of a party other than:

- (1) the indemnitor(s);
- (2) any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees; or
- (3) the Indemnitee or its officers, directors, agents, or employees. However, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton or intentional misconduct of the indemnitees or its officers, directors, agents or employees, or for statutory violation or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

The obligations expressed in Article 5 and its subparts shall also be the obligations of the SUBCONTRACTOR'S surety under any Subcontractor Performance Bond, except SUBCONTRACTOR'S surety will be excluded from paying damages related solely to either (1) personal injury damages; or (2) damages for destruction of tangible property other than the Project or property located on the Project. Notwithstanding any other provision of this Agreement, the extent of monetary liability of only the SUBCONTRACTOR'S Surety for the indemnification obligations herein shall be limited to the penal amount set forth in the SUBCONTRACTOR'S Performance Bond and SUBCONTRACTOR'S Payment Bond.

The parties stipulate and agree that the CONTRACTORS promise to pay the first \$1,000.00 under the Subcontract Amount is the specific consideration for the indemnity obligations set forth herein in this Article 5 and its subparts. In addition, the duty to defend under the provisions are independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of SUBCONTRACTOR or any indemnified party. The duty to defend as well as the obligation to indemnify arises immediately upon the presentation of any "CLAIM" by any party and/or written notice of such "CLAIM" being provided to SUBCONTRACTOR by CONTRACTOR. SUBCONTRACTOR'S obligations to indemnify and defend under this provision will survive the expiration of this Agreement. Neither final payment by CONTRACTOR nor acceptance of the Work performed by SUBCONTRACTOR shall constitute a waiver of the foregoing indemnity obligation and/or duty to defend. Notwithstanding any other provision contained in the Subcontract Agreement, the provisions of this paragraph shall survive the termination of the Subcontract Agreement for any reason whatsoever. If any part of the indemnity provision set forth herein is adjudged to be contrary to law, the remaining parts of the indemnification provision shall, in all other respects, be and remain legally effective and binding. These indemnification provisions shall not be construed to eliminate or in any way reduce any other right which the CONTRACTOR has or may have at law or in equity against the SUBCONTRACTOR.

ARTICLE 6
INSURANCE

6.1 SUBCONTRACTOR is to secure, pay for and file with the CONTRACTOR, prior to commencing any Work hereunder, all Certificates for Workers' compensation, public liability and property damage liability insurance, completed operations and such other insurance coverages as may be required by the CONTRACTOR or the Contract Documents, the greater

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of the amount required in the Owner/Contractor Agreement, or the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated below. In the event the SUBCONTRACT Amount set forth in this Agreement is for an amount in excess of one-million dollars, then in that event, SUBCONTRACTOR shall secure, pay for and file with the CONTRACTOR an Excess/Umbrella Liability Policy in at least the Amount of the SUBCONTRACT Amount. The SUBCONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Auto Liability	\$1,000,000 Combined Single Limit
	\$1,000,000 Hired & Non Owned Auto
General Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Personal and Advertising Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products - Completed Operations Aggregate
	Equal to Subcontract Amount Umbrella

6.2 Each policy shall be endorsed specifically naming CONTRACTOR and its officers, agents, servants, and employees as Additional Insured on their General Liability policy, Completed Operations, and Excess/Umbrella Liability

Policy with respect to the Work performed for the referenced Project. Each policy shall be endorsed to provide that the underwriter waives its right of subrogation against CONTRACTOR. Such insurance afforded to CONTRACTOR as Additional Insured under the SUBCONTRACTORS policies shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by CONTRACTOR. Accordingly, all of the aforesaid policies shall be further endorsed to provide that they are primary coverages and not in excess of any other insurance available to Contractor without rights of contribution from any such other insurance available to CONTRACTOR.

6.3 SUBCONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, CONTRACTOR named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of CONTRACTOR on all policies. SUBCONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 10 years beyond completion and delivery of the work contracted herein. Such certificate shall provide the policy number, effective and expiration dates and the limits of liability coverage. Under no circumstances shall the Deductible applicable to any insurance product, coverage or policy required in this Subcontract be higher than \$5,000.00. If the required property insurance is not in effect for the full value of the SUBCONTRACTOR(S) work, then the SUBCONTRACTOR shall purchase insurance for the value of the SUBCONTRACTOR(S) work.

Certificates of Insurance submitted to the CONTRACTOR will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

6.4 SUBCONTRACTOR shall secure from all its SUBCONTRACTOR(S) the same insurance coverages and policies in the same amounts as SUBCONTRACTOR is required to provide to the CONTRACTOR herein. In addition, the SUBCONTRACTOR'S Workers Compensation, Employers Liability Policy, General Liability Policies, completed Operation Policies, and Umbrella Policy shall contain Waivers of Subrogation in favor of CONTRACTOR, OWNER and any other entity as may be required by the Contract Documents. All such insurance coverages or policies shall be issued by carriers which shall maintain at least a minimum A.M. BEST RATING of A-, FSC VI. Failure to maintain insurance products, policies, endorsements, or coverages as set forth herein, or failure of the carrier to maintain the minimum A.M. BEST RATING of A-, FSC VI shall be deemed a material breach and default of this SUBCONTRACT by the SUBCONTRACTOR. SUBCONTRACTOR shall maintain all insurance coverages required by this



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Agreement in force for a period of four years after completion of each Project, or expiration of any warranties, or expiration of any applicable statute of limitations relating to such Work, whichever is greater.

6.5 Should any of the above described policies be cancelled, terminated, or rescinded before the expiration period above referenced, then in that event, the issuing insurer, the SUBCONTRACTOR and the Agent involved in procuring such insurance shall each provide advance written notice to the CONTRACTOR and shall ensure that CONTRACTOR was served with such written notice at least thirty (30) days prior to such cancellation, termination or rescission.

6.6 Notwithstanding any other provision of the SUBCONTRACT AGREEMENT, the SUBCONTRACTOR shall maintain complete Workers' compensation coverage for each and every employee, principal, officer, representative, borrowed employee, leased employee, or agent who is performing any labor, services or material under this SUBCONTRACT AGREEMENT an applicable Work Order. Specifically, the Workers' compensation coverage shall include, but not be limited, to provide, coverage consistent with Chapter 440, Florida Statutes, as revised or amended by law. Further, SUBCONTRACTOR shall additionally maintain the following minimum limits of coverage for Employer's Liability:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

6.7 SUBCONTRACTOR shall provide the CONTRACTOR with a certificate of insurance verifying compliance with the Workers' compensation coverage as set forth herein and shall provide as often as required by the CONTRACTOR such certification and shall include the insurance policy, policy number, effective and expiration dates and the limits of Workers' compensation coverage under each policy. In addition to the requirements, obligations or provisions set forth herein, in the event the SUBCONTRACTOR or a sub-subcontractor or lower tier subcontractor(s) utilizes any borrowed employee or employee leasing company, then the following additional certificate shall be secured and filed with CONTRACTOR: A Certificate of Insurance which shall be in full compliance with all provisions, requirements, limits, and terms set forth herein; and In addition the CONTRACTOR and the SUBCONTRACTOR shall be also named as Additional Insured. Any subcontractor, sub-subcontractor or lower tier subcontractor(s) utilizing borrowed or leased employees shall provide and deliver upon request a master list of employees and payrolls for the duration of the project.

6.8 SPECIAL REQUIREMENTS: Insurances are to be as specified within the Project Specifications, Supplemental Conditions, Contract Documents, or as listed above, which ever provides the broader and more complete coverage.

6.9 Should SUBCONTRACTOR fail to comply with any term, condition or provision of the above-referenced insurance requirements set forth in this Article 6, and its subparts, prior to commencing Work or thereafter, then CONTRACTOR shall not have been deemed to have waived, altered or changed any of the insurance requirements herein.

ARTICLE 7
PAYMENT AND PERFORMANCE BOND

SUBCONTRACTOR shall provide and deliver to CONTRACTOR naming CONTRACTOR as Obligee, both a Performance Bond and a Labor and Material Payment Bond if requested by CONTRACTOR. Upon request by the Contractor, a Dual Obligee Rider shall be issued in connection with such bonds, such Bond(s) costs are included in the Subcontract Amount and shall be at no additional cost or expense to CONTRACTOR, and each bond shall be in an amount equal to the total Subcontract Amount. The SUBCONTRACTOR Performance Bond shall be on a form identical to Exhibit "E" attached, and the Subcontract Labor and Material Payment Bond shall be on a form identical to Exhibit "F" attached hereto and incorporated herein. Such bonds shall undertake to insure and guarantee CONTRACTOR the full and faithful performance of all obligations and undertakings contained herein. Such Bond(s) shall be issued by Surety which shall maintain at least a minimum A.M. BEST RATING of A-, FSC VI. Failure to issue Bond(s) as set forth herein, or failure of the Surety to maintain the minimum

A.M. BEST RATING of A-IV shall be deemed a material breach and default of this SUBCONTRACT AGREEMENT. The original of said bond(s) shall be delivered to the CONTRACTOR within ten (10) days after issuance of the Work Order, but in any event, prior to commencement of any Work by SUBCONTRACTOR. CONTRACTOR reserves the right to permit



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SUBCONTRACTOR to begin and continue Work without waiving, altering or changing the requirement and obligation of SUBCONTRACTOR to provide said bond(s) to CONTRACTOR.

ARTICLE 8
WARRANTY/GUARANTY

In addition to any other warranties, SUBCONTRACTOR does hereby fully guarantee and expressly warrant for a period of one (1) year from the date of final acceptance of the Work by the OWNER, as that term is defined in the Contract Documents, against any and all problems, defects, deficiencies and deviations in said Work and materials furnished by SUBCONTRACTOR and/or against any other cause which prevents the Work and materials supplied by SUBCONTRACTOR from functioning in a reasonable expected manner or fulfilling its intended purpose. Nothing contained in this Article or any other portion of this MASTER SUBCONTRACT AGREEMENT shall in any way be construed or considered as an attempt by SUBCONTRACTOR or CONTRACTOR to limit or shorten any applicable statutes of limitation relating to the breach of this Agreement. In addition, SUBCONTRACTOR hereby issues all statutory and common law warranties available under the applicable law in the jurisdiction where the project is being constructed, relative to SUBCONTRACTOR’S Work for the longest period of time as available under the applicable Statute of Limitation.

SUBCONTRACTOR shall provide a written warranty for all labor and materials provided under this Agreement in compliance with Florida Statutes Chapter 718 Condominiums; 718.203 Warranties, unless a longer duration is stated in the Contract Documents.

ARTICLE 9
PROGRESS PAYMENTS

9.1 The CONTRACTOR shall pay SUBCONTRACTOR for Work performed on a monthly basis subject to the following conditions precedent: Payment requests must be submitted with all required backup utilizing the SUBCONTRACTOR Application for Payment Forms attached hereto as Exhibit “B” and incorporated herein by reference. Such SUBCONTRACTOR Application for Payment must be received in CONTRACTOR’S office on the 20th of each month to be paid within 14 days of payment from Owner provided SUBCONTRACTOR is in full compliance with all terms and conditions of the SUBCONTRACT AGREEMENT. If the 20th falls on a weekend or holiday it is due the day before. The SUBCONTRACTOR’S Application for Payment shall be accompanied by valid fully executed lien and bond waivers utilizing only the CONTRACTOR’S Form Partial Release (attached hereto as Exhibit "C") covering the amounts of monies reflected in such pay request; and further, payment shall not be made unless and until and as an additional condition precedent, all such lien and bond waivers and/or releases are delivered to the CONTRACTOR (utilizing the Partial Release Form attached hereto as Exhibit "C") by the SUBCONTRACTOR, and all performing labor, equipment, services or materials for the SUBCONTRACTOR or under the SUBCONTRACTOR’S scope of Work. SUBCONTRACTOR’S representative executing this Agreement and the corresponding Work Order personally agrees to be a fiduciary over all payments issued to SUBCONTRACTOR and owes the CONTRACTOR an obligation only to use the Construction Payments to pay for the actual labor, services and materials furnished to the Project by SUBCONTRACTOR. SUBCONTRACTOR shall not use Construction Payments for any other purpose unless and until all Work is completed and all those performing labor, services and materials under SUBCONTRACTOR’S scope have been paid in full. Such progress construction payments shall be in an amount not in excess of 90% of Work completed. The basis for payment shall be for Work actually completed less retainage in an amount not less than 10% of said requested payment and is conditioned upon said Work complying with the Plans and Specifications and is subject to the approval of the OWNER, ARCHITECT and CONTRACTOR. The unpaid balance to the

SUBCONTRACTOR shall at all times be sufficient to complete the Work required under this SUBCONTRACT AGREEMENT and corresponding Work Order and to satisfy further any and all unpaid claims, liens, delays, corrections or remedies caused by SUBCONTRACTOR. The estimated amount for such claims, liens, delays, remedies or to complete such Work shall be made solely by the CONTRACTOR, and SUBCONTRACTOR shall not, under any circumstances, remove any materials stored on the Job site for which payment is requested. SUBCONTRACTOR agrees to provide CONTRACTOR with a list of suppliers, laborers, materialmen, subcontractors, and others performing Work under its Subcontract. Notwithstanding anything herein to the contrary, CONTRACTOR shall have no obligation to pay SUBCONTRACTOR unless and until, and as a strict condition precedent, the OWNER has first paid the CONTRACTOR for the SUBCONTRACTOR’S work. Further, progress construction payments to



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SUBCONTRACTOR shall be made only with funds received from the OWNER for Work performed by the SUBCONTRACTOR as reflected in the CONTRACTOR’S application for payment. Approval of the CONTRACTOR’S application for payment and the actual payment of the Work reflected therein by the OWNER, shall be a condition precedent which must occur before the CONTRACTOR will be obligated to pay the SUBCONTRACTOR for Work performed. The provisions of Florida Statute 287.0585 and Florida Statute 713.20 and subparts thereto do not apply to this Agreement and said provisions are expressly waived. The CONTRACTOR has at all times the right to either make direct payment or joint check

payment, at CONTRACTOR’S sole discretion, to any of the SUBCONTRACTOR’S subcontractors, materialmen, laborers, suppliers or sub-subcontractors and to deduct such amounts from SUBCONTRACTOR’S balance.

9.2 In the event the CONTRACTOR requests the SUBCONTRACTOR to include an “Allowance” or “Contingency Amount” in the SUBCONTRACT Amount then in that event, such Allowance or Contingency shall only be used at the sole discretion of the CONTRACTOR and conditioned upon the CONTRACTOR’S prior written authorization. In the event the Allowance or Contingency is not so authorized in whole or in part by the CONTRACTOR prior to the end of the Project, it shall automatically be deducted from the final payment due the SUBCONTRACTOR.

ARTICLE 10
CHANGE ORDERS

Notwithstanding any other provision to this Subcontract, CONTRACTOR shall not be liable for any extra Work unless and until and as a condition precedent a fully executed Change Order is signed by the parties. Should SUBCONTRACTOR perform any Work without such an executed Change Order signed by the Officer or Project Manager for the CONTRACTOR, then such conduct by the SUBCONTRACTOR shall be deemed to mean such Work will not alter or change the Subcontract Amount. The SUBCONTRACTOR expressly agrees that the CONTRACTOR’S Superintendent shall have no authority nor be able to alter, amend or modify the SUBCONTRACT AGREEMENT, nor is the Superintendent for the CONTRACTOR authorized to approve any extras, additional work, or Change Orders. Further, the SUBCONTRACTOR agrees and acknowledges that no extra, Change Order, nor claims are valid or enforceable unless and until issued in writing and signed by an Officer of the CONTRACTOR. A Change Order signed by the SUBCONTRACTOR indicates final agreement to changes in the Subcontract Amount or Time and that the adjustments in the Change Order fully and completely resolve any claim by SUBCONTRACTOR regarding compensation or time arising from or related to the subject of the Change Order.

A. OWNER or CONTRACTOR Initiated Changes. SUBCONTRACTOR must submit a rough order of magnitude of the change to Contractor within five (5) business days receipt of the scope of a proposed change order and a complete cost proposal, including any change in Subcontract Time, within ten (10) business days of receipt unless a longer period of time is requested and agreed to by the CONTRACTOR.

B. SUBCONTRACTOR Initiated Changes. SUBCONTRACTOR must give CONTRACTOR’S Project Manager written notice of a proposed change within ten (10) business days of discovery of the facts or circumstances giving rise to the proposed change order and a rough order of magnitude of the proposed change. SUBCONTRACTOR must complete its proposed cost proposal, including any change in the Project Schedule, within ten (10) business days of the initial notice, unless a longer period of time is requested and agreed to by the CONTRACTOR.

C. Submission. All claims for additional compensation will be presented in writing to CONTRACTOR and approved by the OWNER before the expense is incurred unless CONTRACTOR authorizes otherwise in writing. CONTRACTOR will review all proposed change orders and make a recommendation to the OWNER if CONTRACTOR agrees that the proposed change order is valid. CONTRACTOR will notify SUBCONTRACTOR if it disagrees with the proposed change order.

D. Pricing. Adjustments to the Subcontract Amount shall be based on documented quantities of work, actual labor, materials and equipment to perform the work with a not to exceed amount. SUBCONTRACTOR will keep and present an itemized accounting for the work performed based on daily time tickets executed by the Project superintendent, material and equipment invoices, and other supporting data substantiating the amount of the Change Order, including, but not limited to, actual payroll



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records. The failure of the SUBCONTRACTOR to present the required itemized accounting for the work performed and/or other supporting data substantiating the amount of the Change Order shall be cause for rejection of same.

1. Payment and Performance Bonds. If SUBCONTRACTOR is bonded, the potential change order must include payment and performance bond costs.

2. Extensions of Time. If the Contract Time is extended due to a permitted delay hereunder, the Change Order may include the cost of SUBCONTRACTOR’s resulting additional labor. SUBCONTRACTOR’s extension of time and adjustment of the Subcontract Amount will be limited to the same extension of time that CONTRACTOR is able to recover under the DIRECT CONTRACT and only to the extent that the extension is related to SUBCONTRACTOR’s portion of the Work.

E. Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises.

F. Failure to Reach Agreement. If CONTRACTOR and SUBCONTRACTOR cannot agree on the value of the proposed change order, or if the OWNER disapproves the proposed change, SUBCONTRACTOR will proceed with the Work promptly under direction of the CONTRACTOR. SUBCONTRACTOR agrees to be bound by the determination of the OWNER as to whether or not there shall be reimbursement for any such alteration, extra or change in the work, and to the OWNER’S determination as to the amount to be paid for such Work. SUBCONTRACTOR will not be entitled to claim or to bring suit for damages, whether for loss of profits or otherwise, on account of an omission of any item or portion of Work covered by the executed Change Order.

G. Omitted Work. If SUBCONTRACTOR omits Work that is included in the Contract Documents, CONTRACTOR will have the right to withhold from payments due or to become due in an amount which, in the CONTRACTOR’s opinion, is equal to 150% of the value of Work that was omitted until the Work is performed.

H. Subcontract Time Impacts and Extended Costs. SUBCONTRACTOR will not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is allowable under this Article and claimed in a proposed change order. No claims will be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications.

I. Surety. All changes, additions or omissions in the Work ordered in writing by CONTRACTOR are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Subcontract, the corresponding Work Orders, and the other CONTRACT DOCUMENTS. SUBCONTRACTOR will keep its surety informed of all modifications to this Subcontract. The obligations of SUBCONTRACTOR’s surety are not to be reduced, waived or adversely affected by the issuance of Change Orders even if SUBCONTRACTOR fails to inform the surety of the Change Order(s) and the CONTRACTOR will not be required to obtain consent of surety for any Subcontract modifications.

J. FIELD DIRECTIVE CHANGE. Without in any way invalidating this SUBCONTRACT AGREEMENT, the applicable Work Orders, and in lieu of a Change Order, CONTRACTOR, at its discretion, may issue a Field Directive Change (“FDC”) in the form attached hereto as Exhibit H, thereby ordering changes in the SUBCONTRACTOR’s Work within the general scope of the Contract Documents. The ordered changes may consist of additions, deletions, or other revisions, which may also result in an adjustment of the SUBCONTRACT AGREEMENT Amount and/or the Completion Date. An FDC does not require SUBCONTRACTOR’s written consent and may be used in the absence of SUBCONTRACTOR’s concurrence with the amount of adjustment, the method for determining the amount of adjustment, and the revised SUBCONTRACT AGREEMENT Amount and/or Completion Date. Preparation of an FDC serves to provide an alternative price adjustment provision without the need to terminate this SUBCONTRACT AGREEMENT and corresponding Work Order. SUBCONTRACTOR shall proceed with such work as directed in the FDC.

**ARTICLE 11
FINAL PAYMENT**

11.1 Final payment, inclusive of all retainage, will be made to SUBCONTRACTOR thirty (30) days after the following absolute conditions precedent to final payment have occurred: (1) Issuance of certificate from the ARCHITECT or ENGINEER that the entire Project has been fully completed and accepted to its satisfaction; (2) The CONTRACTOR has received full and final payment for the entire Project from the OWNER; (3) All Final and Complete lien and bond waiver and/or Releases for the Project (on the forms attached hereto as Exhibit "D") have been delivered to the CONTRACTOR by the SUBCONTRACTOR and all performing any labor services or materials under the SUBCONTRACTOR'S scope of Work; (4) All conditions and terms of Article 9 of this Agreement for partial payment have been fully satisfied and performed by the SUBCONTRACTOR; (5) All Close-Out Documents warranties and As-Built drawings have been delivered by the SUBCONTRACTOR and accepted by the OWNER, ARCHITECT and CONTRACTOR; and (6) The SUBCONTRACTOR is not in breach or violation of any provision of this Agreement. If, at any time, there shall be evidence of any lien, encumbrance, bond claim, dispute, delay, or claim of any nature whatsoever for which the SUBCONTRACTOR may be chargeable, then CONTRACTOR shall have the right to retain out of any payment due or to become due an amount sufficient to satisfy same. The CONTRACTOR shall also have the right to retain sufficient funds to indemnify CONTRACTOR for all damages, expenses, losses and claims, including but not limited to, interest, attorney's fees, court costs, and appellate attorney's fees. Should any claim, encumbrance, bond claim, dispute, delay, or lien develop after all payments are made, SUBCONTRACTOR shall immediately refund the CONTRACTOR all monies that CONTRACTOR may be at risk to incur or pay in discharging of same, including but not limited to, interest, attorney's fees, and costs, court costs, and appellate attorney's fees incurred or to be incurred by the CONTRACTOR in satisfying or addressing such claims.

11.2 In addition to any other provision, the parties herein agree that the CONTRACTOR has the right to withhold payment to the SUBCONTRACTOR in the event that a bona fide dispute exists regarding the amount due SUBCONTRACTOR, irrespective of whether the CONTRACTOR has received payment from the OWNER with regard to the services, labor and materials furnished by said SUBCONTRACTOR. For purposes of this Agreement, a bona fide dispute shall be deemed to exist upon the showing of one or more of the following conditions or events: (1) A claim or charge for defective, deficient or non-compliant Work not remedied or timely remedied; (2) A claim by a third party or reasonable evidence indicating a probable filing of such claim; (3) A claim or charge that the SUBCONTRACTOR has failed to make payments to

anyone for labor, service or materials under this SUBCONTRACT AGREEMENT and corresponding Work Order; (4) A claim that the Work of the SUBCONTRACTOR cannot be completed for the unpaid balance of the Subcontract Amount; (5) A claim or charge that the SUBCONTRACTOR'S Work may not be timely completed by the SUBCONTRACTOR; (6) A claim or charge that the SUBCONTRACTOR has caused delay, disruption, loss of efficiency, loss of productivity, or acceleration to the Project; (7) It is discovered that the SUBCONTRACTOR has improperly assigned, delegated or transferred a right, obligation, claim, interest or requirement without prior written approval of CONTRACTOR; and/or (8) The SUBCONTRACTOR'S persistent failure to carry out the Work in accordance with the Contract Documents or persistently fails to comply with the terms of this SUBCONTRACT AGREEMENT and corresponding Work Order. In the event that any of the foregoing bona fide disputes exist, then CONTRACTOR shall be entitled to withhold any payment, or any part of any payment, in accordance with the terms of this provision.

11.3 Notwithstanding any other provision set forth in this Agreement, any payments made hereunder shall not in any way be construed as an acceptance by CONTRACTOR of the performance of this SUBCONTRACT AGREEMENT by SUBCONTRACTOR or acceptance of the materials, labor, services and equipment supplied to the Project, and CONTRACTOR reserves the right at any time whether prior to or subsequent to Project Closeout to require that SUBCONTRACTOR comply with the plans and specifications irrespective of whether monies for said Work have been paid to SUBCONTRACTOR.

ARTICLE 12
BREACH

12.1 In the event the SUBCONTRACTOR: (1) Fails to timely perform any of its obligations or undertakings herein; (2) Breaches any of the provisions, terms, conditions or covenants of this SUBCONTRACT AGREEMENT and/or any Work Order; (3) Becomes insolvent; (4) Enters into any unauthorized assignment or delegation of this SUBCONTRACT AGREEMENT; (5) Has a receiver appointed on account of SUBCONTRACTOR'S insolvency or otherwise; (6) Has any lien, encumbrance, bond claim, dispute, delay or claim asserted or threatened against the CONTRACTOR, surety or OWNER including also, any lien or



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levy by the Internal Revenue Service due to SUBCONTRACTOR’S nonpayment of taxes; (7) In the opinion of the CONTRACTOR causes or threatens to cause delay, disruption, loss of productivity, or inefficiency in the general progress of the building, structure or Project, or in any way adversely effects the quality of the Work; and/or (8) Fails to properly remedy a noticed violation of the SUBCONTRACT AGREEMENT; then in that event, CONTRACTOR shall have the right, but not the obligation, to any and all remedies either statutory, contractual, or otherwise, that CONTRACTOR may have at law or in equity, and further, CONTRACTOR may, with a full reservation of all remedies available, exercise its rights to any or all of the following additional contractual remedies or courses of action:

A. Investigate the cause of such breach or failure and to correct same in any way or manner whatsoever, including, but not without limitation to, the supplementation of SUBCONTRACTOR’S forces and to deduct all such corrective costs, expenses, losses and damages from SUBCONTRACTOR’S contract amount; and/or

B. Take charge of and complete the performance of this SUBCONTRACT AGREEMENT and corresponding Work Order and the Work provided for therein, and to deduct all such corrective or completion costs, expenses and damages from SUBCONTRACTOR’S contract amount; and/or

C. Demand that SUBCONTRACTOR cure or remedy any and all breaches or failures within seventy-two (72) hours and in the absence of said cure or remedy, CONTRACTOR may terminate further performance by the SUBCONTRACTOR under this SUBCONTRACT AGREEMENT and corresponding Work Order without further notice to SUBCONTRACTOR and renegotiate and re-execute contract or contracts for the completion of the Work required to be done under this SUBCONTRACT AGREEMENT and corresponding Work Order with such persons, firms or corporations as shall

be necessary in the opinion of the CONTRACTOR, and the SUBCONTRACTOR shall be responsible for any and all damages, costs and expenses which shall be deducted from SUBCONTRACTOR’S balance and the SUBCONTRACTOR remains responsible for any resulting delays and claims; and/or

D. Allow SUBCONTRACTOR to continue performance and accrue and accumulate all damages to set off against payments that shall otherwise be due or become due SUBCONTRACTOR including any and all losses, expenses, costs or damages for or on the account of the SUBCONTRACTOR; and/or

E. Pursue any and all other remedies, either statutory or otherwise, that CONTRACTOR may have at law or in equity.

12.2 In addition, should any SUBCONTRACTOR breach occur, or should any of the above events set forth in this Article 12 or its subparts, result in the CONTRACTOR undertaking any of the remedies set forth herein, including any other remedy available at law or in equity, then the SUBCONTRACTOR and its surety, if any, shall be deemed to be liable to the CONTRACTOR for any and all damages, losses, costs and expenses which shall include, but not be limited to, all direct, indirect, consequential and incidental damages; any and all delay, disruption, loss of efficiency, loss of productivity, interruption, or time driven damages; extended field overhead; extended home office overhead; extended or additional general and field conditions; additional supervision; job overhead; insurance; Project facilities; completion damages; correction damages; clean up damages; and any other incidental or consequential cost or expense; as well as all attorney's fees, paralegal and legal assistant fees and costs, court costs, appellate attorney's fees and appellate court costs incurred by CONTRACTOR. In the circumstances of repair, correction, completion or payment of labor, services or materials arising out of the SUBCONTRACTOR’S Work, the contract damages shall also be deemed to include actual administrative overhead costs in an amount not less than ten percent (10%) and an additional ten percent (10%) for profit. SUBCONTRACTOR further agrees that a breach of any other Agreement between CONTRACTOR and SUBCONTRACTOR pertaining to this or any other construction Project shall constitute an absolute material breach under this SUBCONTRACT AGREEMENT, thereby enabling CONTRACTOR to assert any and all rights and remedies available hereunder. The CONTRACTOR shall further have the absolute right to apply any payments due SUBCONTRACTOR under this SUBCONTRACT and any corresponding Work Order to any claims, set offs, damages, expenses, costs or attorneys fee for any breach of this or any other Work Order with SUBCONTRACTOR. The parties agree as specific consideration, it is the intent of the parties that the SUBCONTRACTOR’S breach of any Work Order with CONTRACTOR is a material breach of this MASTER SUBCONTRACT and shall enable the CONTRACTOR, to withhold payment due Subcontractor under any pending Work Orders, and to exercise all of the rights and remedies available to CONTRACTOR under this SUBCONTRACT.

ARTICLE 13
DELAYS

In the event the SUBCONTRACTOR shall not perform its Work within the Duration of time as set forth in the CONTRACTOR'S Original Project Schedule, then for each day the SUBCONTRACTOR'S Work extends beyond the Duration of time for such Work as set forth in the CONTRACTOR'S Original Project Schedule, SUBCONTRACTOR shall be deemed to have delayed the Project and shall be deemed to have materially breached this Agreement. The CONTRACTOR'S Original Project Schedule may be attached to each corresponding Work Order. The SUBCONTRACTOR agrees to perform its Work at any time directed by the CONTRACTOR and acknowledges and accepts that although the Duration of time to perform its Work as set forth in the CONTRACTOR'S Original Project Schedule may remain the same, the actual start date of its Work may change. The SUBCONTRACTOR accepts the risks associated with the change in the date to start performance of its Work and agrees that its Work shall be performed in the Duration of time as set forth in the CONTRACTOR'S Original Project Schedule

notwithstanding the fact that the actual start date for the activity of Work involved may change. The Duration of time shall be deemed to mean the number of days the SUBCONTRACTOR has been given to perform an identified activity or scope of Work, or portion thereof, in the CONTRACTOR'S Original Schedule. In the event of such breach, the SUBCONTRACTOR shall be liable for all damages as more particularly defined herein.

ARTICLE 14
TERMINATION

The CONTRACTOR reserves the right to terminate this Agreement and any Work Orders issued in conjunction herewith, and all rights and obligations thereunder, with or without cause and at CONTRACTOR'S sole discretion and convenience, at any time by written notice to SUBCONTRACTOR. In the event CONTRACTOR terminates this Agreement and/or any Work Order, without cause, prior to SUBCONTRACTOR'S commencement of Work on site, then CONTRACTOR shall only be responsible to reimburse SUBCONTRACTOR for any reasonable out of pocket costs incurred by SUBCONTRACTOR for the actual preparation of performance of Work under the corresponding Work Order. In the event CONTRACTOR shall terminate any Work Order after commencement of the Work by the SUBCONTRACTOR, and whether with or without justifiable cause, damages recoverable by SUBCONTRACTOR, if any, shall be strictly limited to compensation to SUBCONTRACTOR for services performed through the date of such termination, subject to set off for damages, delays, expenses, attorneys' fees, losses, and costs to CONTRACTOR and any other monetary or economic loss to CONTRACTOR caused by SUBCONTRACTOR or caused by SUBCONTRACTOR'S breach of this Agreement.

ARTICLE 15
MISCELLANEOUS

15.1 Entire Agreement. This contract, including the terms and conditions contained herein and all Work Orders issued in conjunction herewith, embody the entire Agreement between the parties and no other agreements, instruments, statements, promises, representations or papers, oral or otherwise except those set forth in this Agreement shall be deemed to exist or bind any of the parties hereto relating to the subject matter hereof. This Agreement shall not be modified except in writing executed by both parties. Further, the requirement "that the Contract shall not be modified except in writing" may not be waived, released, excused, altered or changed by either party or by the conduct of the parties.

15.2 Time is of the Essence. It is expressly agreed that time is of the essence for this Agreement and that the payment of the consideration herein expressed is executory and conditioned upon completion of this Agreement and all Work described herein. The SUBCONTRACTOR agrees and acknowledges that SUBCONTRACTOR, and its Surety, shall bear and be responsible for all risk of loss of SUBCONTRACTOR'S Work, whether caused by any casualty, act of God, or otherwise, until the Projects are fully completed and accepted by the OWNER, and Final Payment is issued.



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«SL»

15.3 Notices. Notices shall be deemed proper and valid for purposes hereunder if sent by electronic mail, facsimile, hand delivery, telegram or certified mail, return receipt requested, addressed to CONTRACTOR at the address stated above, or addressed to the SUBCONTRACTOR or in care of his/her representative on the Job site or at the address stated above.

15.4 Terms Severable. All terms, conditions, stipulations, covenants, promises and agreements contained in this SUBCONTRACT AGREEMENT and applicable Work Orders shall be considered severable in the event one or more of them shall be determined hereafter by a court of competent jurisdiction to be invalid. CONTRACTOR and SUBCONTRACTOR intend that this Contract, except for any portion thereof so declared invalid, shall be considered valid, binding and in full force. Further, to the extent the Court determines that any such term, covenant or provision of this Agreement is invalid, then the Court is directed to reform such provision to provide an enforceable provision which is in

conformity with the intent of the original provision. In the event that any terms, conditions, covenants, proposals or documents are incorporated into this SUBCONTRACT AGREEMENT and such provisions conflict in any way with the terms, conditions, covenants or obligations of this SUBCONTRACT AGREEMENT, then in that event, the parties agree that, notwithstanding any other provisions to the contrary, the terms, conditions and covenants of this SUBCONTRACT AGREEMENT shall control and govern over any other incorporated provisions that either conflict or are inconsistent with the terms of this SUBCONTRACT AGREEMENT.

15.5 Amendment. It is understood by all parties that any attempt by SUBCONTRACTOR to modify the terms of this SUBCONTRACT AGREEMENT shall not be binding on CONTRACTOR unless and until CONTRACTOR has affirmatively agreed to each such modification(s) in writing. SUBCONTRACTOR’S performance of this SUBCONTRACT AGREEMENT and any corresponding Work Order without first obtaining CONTRACTOR’S written Agreement to SUBCONTRACTOR’S proposed modification(s) shall render said proposed modification(s) invalid and unenforceable without affecting the validity and enforceability of this SUBCONTRACT AGREEMENT and corresponding Work Order and all terms and conditions herein.

15.6 Venue. CONTRACTOR and SUBCONTRACTOR, for themselves, their heirs, successor, executors, administrators and assigns, do hereby agree to full performance of the covenants of this Agreement and agree that the provisions of this Agreement and all rights and remedies provided herein shall be construed under and governed by the laws of the State of Florida. In the event of suit by the CONTRACTOR or its surety against the SUBCONTRACTOR or its surety or those with whom he deals on behalf of this Agreement, or suit by the SUBCONTRACTOR or its surety, then the venue of such suit shall be in Lee County, Florida and the SUBCONTRACTOR hereby waives for itself, its surety or those with whom he deals on behalf of this Agreement whatever rights it may have in the selection of venue. SUBCONTRACTOR and its surety do hereby further agree that the provisions concerning venue as contained herein shall be specifically binding upon them, notwithstanding the existence of any contrary venue provision which may be contained in any surety bond delivered to the OWNER by CONTRACTOR and/or its surety. The undersigned KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT OR ENTITLEMENT TO A TRIAL BY JURY. The parties further agree that this WAIVER OF TRIAL BY JURY is a material inducement for the parties to enter into this Agreement. The parties further agree that the prevailing party shall be entitled to an award of their attorney’s fees, appellate attorneys’ fees, paralegal fees and court costs, should suit be commenced by either party.

15.7 Non-Assignable. Neither the payments required to be paid to SUBCONTRACTOR, PURSUANT TO ANY Work Order, nor any of the SUBCONTRACTOR’S obligations, nor any of the SUBCONTRACTOR’S Work, nor any of the SUBCONTRACTOR’S damages, claims, rights, or interests hereunder, shall be assigned, delegated or transferred without SUBCONTRACTOR first having received the expressed, written consent of CONTRACTOR. The SUBCONTRACTOR shall perform all Work with its direct employees unless approved by CONTRACTOR in writing and in advance.

15.8 Public Projects – E-Verify. For all Work Orders issued in conjunction with public contracts, the CONTRACTOR is required to utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and its subcontractors during the term of this Agreement. SUBCONTRACTOR must utilize the E-Verify system to verify employment eligibility of all new employees hired by SUBCONTRACTOR during the term of this Agreement and execute the Subcontractor Affidavit attached hereto as Exhibit “I” to verify its compliance with Florida Statute Section 448.095(2)(b)(1). CONTRACTOR shall maintain a copy of said Subcontractor Affidavit for the duration of the term of this Agreement. SUBCONTRACTOR shall obtain an affidavit from any sub-subcontractors to verify the sub-subcontractor’s

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CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL **«SL»**
compliance with Florida Statute Section 448.095(2)(b)(1) and provide any such affidavit to CONTRACTOR within five (5)
business days receipt.

This Agreement is binding and effective this _____ day of _____, 20____.

CONTRACTOR:

CHRIS TEL COMPANY OF
SOUTHWEST FLORIDA, INC.
d/b/a Chris-Tel Construction

By: _____
Name & Title _____

SUBCONTRACTOR:

By: _____
Name & Title _____



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL

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EXHIBIT B

Draw Request Cover
Exhibit B

Chris-Tel Construction
2534-A Edison Avenue
Fort Myers, FL 33901

SUBCONTRACTOR:

PROJECT: _____
SUBCONTRACT NO: _____
JOB NO: _____
PHASE CODE: _____

COMPANY NAME _____
ADDRESS _____
PHONE _____ FAX _____

DATE: _____ PAY APP: _____

STATEMENT OF CONTRACT ACCOUNT

For work completed from _____ to _____

CTC use ONLY

1. Original Contract Amount		_____
2. Approved Change Orders (Add/Deduct)	\$	_____
G.C. - C.O. / Sub C.O. #	\$	-
	\$	-
	\$	-
	\$	-
3. Revised Contract Amount	\$	-
4. Value of work complete to date	\$	-
<small>(Use prior approved change orders if available)</small>		
5. Less amount retained (10 %)	\$	-
6. Work Completed Less Retainage	\$	-
7. Less previous payment requests	\$	-
AMOUNT OF THIS REQUEST:	\$	-
8. Balance to finish including retainage		_____

CERTIFICATION OF THE SUBCONTRACTOR

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and Chris Tel Construction, relating to the above referenced project.

I also certify that all laborers, materialmen, suppliers, contractors, and subcontractors used in or in connection with the performance of this contract have been paid in full, except as noted on reverse side. I further certify I have complied with all Federal State and local tax laws, including Social Security laws and Unemployment Compensation laws and workmen's compensation laws in so far as applicable to the performance of this Contract.

Further more, in consideration of the payments received, and upon receipt of the amount of this request, the undersigned does hereby waive, release and relinquish and all claims under any applicable surety bond, right of lien upon the above premises, and causes of action which the undersigned may have or hereafter acquire including, but not limited to, those rights as contemplated by Chapters 225 and 713, Florida Statutes, except for rights to the extent that payment is retained pursuant to written agreement or payment to become due for work performed subsequent to the date hereof.

Subscribed and Sworn Before Me This _____ Day of _____, 20_____

SUBCONTRACTOR

Notary Signature

BY: _____
Authorized Signature

Personally Known _____ Or produced Identification of: _____

TITLE: _____

DATE: _____

EXHIBIT C

SUBCONTRACTOR PARTIAL

RELEASE

«ProjectDescription» Project #

«Project»

Work Order #

SUBCONTRACTOR PARTIAL RELEASE

THE UNDERSIGNED, Lienor / Claimant for the consideration of payment in the amount of \$.00, the receipt and sufficiency of such consideration is being hereby acknowledged and accepted by Lienor / Claimant, does hereby unconditionally, irrevocably, freely, and knowingly waive, release and forever discharge the following described real property, to- wit:

PROJECT NO : «Project»

NAME :
ADDRESS
:

(the Property), And Further, does hereby waive, release and forever discharge the Owner, the Construction Manager, and the Contractor, as well as any of their Sureties, of and from any and all claims, demands, damages, payments, expenses, judgments, suits, arbitrations, liens, claims of lien, bond claims (whether under The Miller Act, Chapter 713 or 255 of the Florida Statutes, common law bonds, or otherwise), and all causes of action at law or in equity, known or unknown, of any kind whatsoever from the beginning of this Project through and including the Effective Date hereof which arises out of or involves Lienor / Claimant or Lienor / Claimant having directly or indirectly furnishing any labor, services, materials and / or supplies to or for the benefit of either the Project or the Property. Lienor / Claimant further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors of every tier supplying labor, services, materials and / or supplies to or through Lienor / Claimant from the beginning of the Project through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount below:

THIS RELEASE IS FURNISHED THROUGH THE EFFECTIVE DATE: This Release is full, final and complete for all labor, services, materials, and/or supplies furnished through and including the __ day of _____ (herein "Effective Date") except excluded from this Release is any retainage being held on Subcontractor, if any, pursuant to the terms of the Subcontract Agreement.

The undersigned further warrants and represents that all materials and / or supplies furnished are new and of good quality, free from defects, and are in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances, and all work has been performed in a workmanlike manner pursuant to the terms of the Subcontract Agreement.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges that no other representations or agreements, oral or written, exist which are inconsistent or conflicting with the provisions and terms set forth herein. The undersigned expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor / Claimant.

Executed by Lienor / Claimant this _____ day of _____,

(SEAL)

By: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____,

(Signature of Notary Public-State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

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CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL

«SL»

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Check No. 000000



EXHIBIT D

**SUBCONTRACTOR FINAL
RELEASE
«ProjectDescription»
Project # «Project»
Work Order #**

SUBCONTRACTOR FINAL PAYMENT RELEASE

THE UNDERSIGNED, Lienor / Claimant for the consideration of final payment in the amount of \$.00, the receipt and sufficiency of such consideration is being hereby acknowledged and accepted by Lienor / Claimant, does hereby unconditionally, irrevocably, freely, and knowingly waive, release and forever discharge the following described real property, to-wit:

PROJECT NO : «Project» NAME :
ADDRESS :

(the Property), And Further, does hereby waive, release and forever discharge the Owner, the Construction Manager, and the Contractor, as well as any of their Sureties, of and from any and all claims, demands, damages, payments, expenses, judgments, suits, arbitrations, liens, claims of lien, bond claims (whether under The Miller Act, Chapter 713 or 255 of the Florida Statutes, common law bonds, or otherwise), and all causes of action at law or in equity, known or unknown, of any kind whatsoever from the beginning of this Project through and including the Effective Date hereof which arises out of or involves Lienor / Claimant or Lienor / Claimant having directly or indirectly furnishing any labor, services, materials and / or supplies to or for the benefit of either the Project or the Property. Lienor / Claimant further represents that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors of every tier supplying labor, services, materials and / or supplies to or through Lienor / Claimant from the beginning of the Project through and including the Effective Date hereof, have been paid in full, except those specifically listed by name and amount below:

FINAL RELEASE FOR PROJECT: This Release is full, final and complete, including retainage and with no exceptions, for all labor, services, materials, and/or supplies ever furnished to or for the benefit of this Project or the Property, whether or not their reasonable value is represented by the amount paid hereunder.

The undersigned further warrants and represents that all materials and / or supplies furnished are new and of good quality, free from defects, and are in accordance with any applicable plans and specifications and all state, local, county and federal rules, regulations, codes and ordinances, and all work has been performed in a workmanlike manner pursuant to the terms of the Subcontract Agreement.

The undersigned expressly acknowledges, having read and understood all provisions and effects of this Release, and further expressly acknowledges that no other representations or agreements, oral or written, exist which are inconsistent or conflicting with the provisions and terms set forth herein. The undersigned expressly acknowledges authorization and authority to execute this instrument on behalf of Lienor / Claimant.

Executed by Lienor / Claimant this _____ day of _____,

(SEAL)

By: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____,

CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL

«SL»

(Signature of Notary Public-State of Florida)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Check No. 000000



EXHIBIT E

SUBCONTRACT PERFORMANCE BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that «FirmName» (Full legal name and address of Subcontractor)

«FirmAddress», «FirmCity», «FirmState», «FirmZip»

as Principal, hereafter called "PRINCIPAL" and _____ (Full legal name and address of Surety)

as Surety, hereinafter called "SURETY" are held and firmly bound unto CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION, 2534-A Edison Avenue, Fort Myers, Florida 33901 as Obligee, hereinafter called "OBLIGEE", in the amount of «TotalSubcontract» !Undefined Bookmark, TOTALORIG million !Undefined Bookmark, TOTALORIG Dollars for payment whereof PRINCIPAL and SURETY Bind themselves, their respective heirs, executives, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated «StartDate» entered into a Subcontract Agreement with OBLIGEE for the Project known as «ProjectDescription» located at «JobAddress», «JobCity», «JobState», «Job» which SUBCONTRACT together with the contract documents for the Project as well as the amendments, modifications, or change orders entered into from time to time thereon is by reference made part hereof, and is expressly incorporated herein by reference as if set forth fully herein. Such Subcontract Agreement will hereinafter be referred to as "SUBCONTRACT".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly, fully, timely and faithfully perform said SUBCONTRACT, including all undertakings, work, covenants, terms, conditions, and agreements of said SUBCONTRACT within the time provided therein; and shall also well and truly perform all warranty undertakings and work, as well as indemnify and save harmless said OBLIGEE of and from any and all loss, damages, claims, expenses, delays, or costs and all damages as are more particularly described in the SUBCONTRACT, including attorney's fees, which said OBLIGEE may sustain or incur by reason of PRINCIPAL, then this Obligation shall be null and void: Otherwise it shall remain in full force and effect. The SURETY hereby waives notice of any modification, amendment, change order, or extension to the SUBCONTRACT, and any amendment, alteration, or extension of time made by or through the OBLIGEE.

WHENEVER PRINCIPAL shall be, and be declared by OBLIGEE to be in default under the SUBCONTRACT, the OBLIGEE having substantially complied with OBLIGEE'S obligations thereunder, then the SURETY shall promptly and within the time required pursuant to the Subcontract Agreement for the PRINCIPAL, remedy, cure and correct the default, including also the payment of all costs, expenses, delays and attorney's fees and damages associated, caused or resulting therefrom; and further, SURETY shall fully complete the SUBCONTRACT in accordance with the requirements and obligations therein; and SURETY shall also promptly and fully Indemnify and save harmless the OBLIGEE of and from any and all loss, costs, expenses, claims, delays and damages including without limitation, all damages as set forth in the Subcontract Agreement.

CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL

«SL»

A suit under this common law Bond may be instituted at any time prior to the expiration of the applicable Statute of Limitations for such written common law Bonds in the State of Florida.

No right of action shall accrue on the Bond to or for the use of any person or Corporation other than the OBLIGEE named herein or the OBLIGEE'S heirs, executors, administrators, assigns or successors.

SURETY represents and warrants that it has made an independent investigation of the PRINCIPAL and has satisfied itself of all issues relative to the issuance of this Bond to OBLIGEE, and further represents and warrants that SURETY has not relied upon any information, statement or documentation either from the OBLIGEE or its agents or representatives. Further, OBLIGEE shall not be obligated to issue any payments to SURETY for the balance of the Subcontract Amount, unless and until and as a condition precedent, the SURETY has accepted in writing its obligations under this Bond. In addition, after such written acceptance, payments to the SURETY for the balance of the Subcontract Amount shall be made under the same payment procedure and subject to the same terms and conditions as applicable to the SUBCONTRACTOR under the Subcontract Agreement.

Signed and sealed this _____ day of _____ 20_____ in the presence of:

Attach valid Corporate Power of Attorney Form

(Principal's name printed)

(Witness)

(Principal's signature as its _____) (Seal)

(Surety's name printed)

(Witness)

(Surety's signature as its _____) (Seal)



EXHIBIT F

SUBCONTRACT PAYMENT BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that «FirmName» (Full legal name and address of Subcontractor)

«FirmAddress», «FirmCity», «FirmState» «FirmZip»

as Principal, hereafter called "PRINCIPAL" and (Full legal name and address of Surety)

as Surety, hereinafter called "SURETY" are held and firmly bound unto CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION, 2534-A Edison Avenue, Fort Myers, Florida 33901 as Obligee, hereinafter called "OBLIGEE", in the amount of «TotalSubcontract» for payment whereof PRINCIPAL and SURETY Bind themselves, their respective heirs, executives, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated «StartDate» entered into a Subcontract Agreement with OBLIGEE for the Project known as «ProjectDescription» located at «JobAddress», «JobCity», «JobState» «JobZip» which SUBCONTRACT together with the contract documents for the Project as well as the amendments, modifications, or change orders entered into from time to time thereon is by reference made part hereof, and is expressly incorporated herein by reference as if set forth fully herein. Such Subcontract Agreement will hereinafter be referred to as "SUBCONTRACT".

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if PRINCIPAL shall promptly, fully, timely and faithfully

make payment (a) to all Claimants as hereinafter defined, for all equipment, labor, services, and material used or reasonably required for use in the performance of the SUBCONTRACT; (b) to all other persons, firms, or Corporations furnishing such equipment, labor, services, or material within the scope of the SUBCONTRACT for which PRINCIPAL or OBLIGEE may become obligated to make payment, whether at Law or in equity; and (c) to OBLIGEE for indemnification of all costs, expenses, loss of damages, including attorney's fees for the PRINCIPALS failure to issue payment to those under its Contract or within the scope of the work to be performed under the SUBCONTRACT; then this Obligation shall be void; otherwise it shall remain in full force and effect, subject however, to the following:

- 1) A Claimant is defined as anyone who has furnished labor, service, materials or equipment used or reasonably required for use in the performance of the SUBCONTRACT. Labor, services, equipment, and material shall be construed or interpreted to include, without limiting the generality thereof, that part of water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment services, insurance, Bond, or supplies directly applicable to the SUBCONTRACT. This Bond is intended to provide the most liberal interpretation of Claimant.
2) The above named PRINCIPAL and SURETY hereby jointly and severally agree and promise the OBLIGEE that every Claimant as herein defined, who has not been paid in full before the expiration of a period of sixty (60) days after the date on which such Claimant's work, labor or services were performed, or materials and equipment were furnished by such Claimant, may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for sum or sums as may be justly due Claimant, and have

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«SL»

execution thereon. The OBLIGEE shall not be liable for the payment of any costs, damages or expenses of any such suit, nor for attorney's fees.

3) A suit under this common law Bond may be instituted at any time prior to the expiration of the Statute of Limitations for such written common law Bond in the State of Florida.

4) No right of action shall accrue on the Bond to or for the use of any person, firm or Corporation other than the OBLIGEE, Claimant, or other person, firm or Corporation named or referred to herein or the OBLIGEE's heirs, executors, administrators, assigns or successors.

5) SURETY represents and warrants that it has made an independent investigation of the PRINCIPAL and has satisfied itself of all issues relative to the issuance of this Bond, and further represents and warrants that SURETY has not relied upon any information, statement or documentation either from the OBLIGEE or its agents or representatives. Further, OBLIGEE shall not be obligated to issue any payments to SURETY for the balance of the Subcontract Amount, unless and until and as a condition precedent, the SURETY has accepted in writing its obligations under this Bond. In addition, after such written acceptance, payments to the SURETY for the balance of the Subcontract Amount shall be made under the same payment procedures and subject to the same terms and conditions as applicable to the SUBCONTRACTOR under the Subcontract Agreement.

Signed and sealed this _____ day of ____ 20____ in the presence of:

Attach valid Corporate Power of Attorney Form

(Principal's name printed)

(Witness)

(Principal's signature as its _____
(Seal)

(Surety's name printed)

(Witness)

(Surety's signature as its _____
(Seal)

Contractor Initials _____ Subcontractor Initials _____



EXHIBIT G

GUARANTY OF PERFORMANCE OF SUBCONTRACT

THIS AGREEMENT made this the «StartDate», by and among

Please Print Guarantor Name (s)

(hereinafter "Guarantors") jointly and severally, to and for the benefit of Chris-Tel Construction, a corporation duly organized and existing under the laws of the State of Florida, with its principal offices at 2534-A Edison Avenue, Fort Myers, Florida 33901.

WITNESSED:

WHEREAS, pursuant to a Master Subcontract Agreement No. «Project» dated «StartDate» (hereinafter "Agreement"), «FirmName» (hereinafter "SUBCONTRACTOR") has agreed with CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION (hereinafter "CONTRACTOR") that "SUBCONTRACTOR" will complete the «SLDescription» work for various projects in conjunction with subsequently issued Work Orders,

WHEREAS, in order to induce CONTRACTOR to enter into the Agreement, notwithstanding the failure of "SUBCONTRACTOR" to provide CONTRACTOR with a Payment and Performance Bond as required by the Agreement, and in lieu of providing such Bond, Guarantors have offered to unconditionally guarantee to CONTRACTOR the performance of all obligations of "SUBCONTRACTOR" under the Master Subcontract Agreement and Work Orders issued thereunder, and the payment of all amounts which may be owed to CONTRACTOR by "SUBCONTRACTOR" under the Agreement, which Agreement is incorporated herein by reference, and,

WHEREAS, Guarantors, as Owners of "SUBCONTRACTOR", have a financial interest in the letting of the Agreements to "SUBCONTRACTOR" and the successful construction of the Projects, and are willing to guarantee the full & faithful performance of all obligations of "SUBCONTRACTOR" to CONTRACTOR under the Master Subcontract Agreement and Work Orders issued thereunder:

IT IS HEREBY AGREED that for good and valuable consideration, the receipt of which is acknowledged, Guarantors, unconditionally and jointly and severally, guarantee to CONTRACTOR the full and timely performance and observance of all of the covenants, conditions, and agreements to be performed and observed in the payment of all amounts required to be paid by "SUBCONTRACTOR" under the Master Subcontract Agreement and all Work Orders issued thereunder with respect to the construction, fixturing, equipping and completion of the «ProjectDescription» improvements to the Projects. This Guaranty shall be deemed unconditional and shall also be deemed a guarantee of performance, observance in payment by any successors, assigns, or other party, voluntarily or involuntarily assuming the position of "SUBCONTRACTOR" under the Master Subcontract Agreement.

WHENEVER "SUBCONTRACTOR" shall be declared by CONTRACTOR to be in default, under the Master Subcontract Agreement, Guarantors shall promptly and, in no event later than forty-eight (48) hours after demand by CONTRACTOR, remedy the defaults, and perform and observe all obligations of "SUBCONTRACTOR" under the Master Subcontract Agreement and all Work Orders issued thereunder, and shall also, without limiting the foregoing pay to CONTRACTOR any other costs or damages for which "SUBCONTRACTOR" may be liable under the Master Subcontract Agreement and all Work Orders issued thereunder.

GUARANTORS expressly agree that the validity of this Guaranty and the obligations of Guarantors hereunder shall in no event be terminated, affected, impaired, or limited by reason of:

- a) The assertion or failure of assertion by Chris-Tel Company of Southwest Florida, Inc. of any of the rights or
b) remedies of "SUBCONTRACTOR" pursuant to the Master Subcontract Agreement and all Work Orders issued thereunder ;

Contractor Initials _____ Subcontractor Initials _____

CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION **«SL»**

- c) The waiver by or failure of CONTRACTOR to enforce any of the terms, covenants, or conditions of this Agreement against “SUBCONTRACTOR”.
- d) The granting of any indulgence or extension of time to “SUBCONTRACTOR”.
- e) Any amendment to the Master Subcontract Agreement and all Work Orders issued thereunder;
- f) Any impairment, modification, change, release or limitation of the liability of Chris-Tel Company of Southwest Florida, Inc. or either Guarantor or its or their estates in bankruptcy or any remedy for the enforcement thereof resulting from the operation of any present or future provisions of the Federal Bankruptcy Act or any other state or federal statute dealing with insolvency, or from a decision in any court under any such act or statute ;
- g) Any failure of CONTRACTOR or “SUBCONTRACTOR” to give Guarantors notice of any of the above and/or obtain consent of Guarantor to any of the above (Guarantors agreeing that such consent and notice shall be unnecessary) ; or,
- h) Any other defense which might be available to “SUBCONTRACTOR” or Guarantors other than the defense of performance.

GUARANTORS further waive notice of the breach or nonperformance of any of the covenants, conditions, or agreements contained in the Master Subcontract Agreement and all Work Orders issued thereunder. Any notice to Guarantors relating to this Guaranty shall be considered delivered if delivered by and/or if mailed registered or certified mail and addressed to Guarantors at the address set out or to such other address as the Guarantors may designate from time to time by written notice to CONTRACTOR

GUARANTORS agree that their liability under this Guaranty shall be joint and several and primary, and that, in any right or action shall accrue to CONTRACTOR under this Agreement and/or this Guaranty, CONTRACTOR may, at its option, proceed against “SUBCONTRACTOR”, Guarantors, or either of the foregoing, jointly and severally, without having commenced any action against or having obtained any judgment of proceeding against any assets of the other. CONTRACTOR may take any action against “SUBCONTRACTOR” and either Guarantor at law or in equity without joining the other, and thereafter pursue the other until this Guaranty shall have been satisfied.

GUARANTORS agree that this Guaranty shall be construed under the laws of the State of Florida and that venue in any action brought by CONTRACTOR to enforce the terms and conditions thereof shall lie exclusively in the County of Fort Myers, Florida.

THIS AGREEMENT shall be deemed to have been created, contracted, and incurred in reliance upon this Guaranty, and all dealings between CONTRACTOR and “SUBCONTRACTOR” shall likewise be presumed to have been had or consummated in reliance upon this Guaranty. Any breach by Guarantors of their respective obligations, warranties or representations under this Guaranty shall be deemed a breach of the Agreement allowing CONTRACTOR to suspend performance and payment under the Agreement without thereby incurring any liability to “SUBCONTRACTOR” and without limiting any of CONTRACTOR's rights against “SUBCONTRACTOR” under the Agreement or either or both Guarantors under this Guaranty.

ANY AND ALL amounts to be paid by Guarantors to CONTRACTOR hereunder shall be paid to CONTRACTOR in United States currency or by Cashier's Check drawn on a Lee County bank and payable directly to CONTRACTOR and not by way of an endorsement at its offices at 2534-A Edison Avenue, Fort Myers, Florida 33901, or such other place as may be designated by CONTRACTOR by notice to Guarantors.

ALL OBLIGATIONS of Guarantors hereunder shall survive their death and shall be binding upon their respective personal representatives, heirs, successors, and assigns.

EXECUTED under seal on the date first above written.

GUARANTORS:

Contractor Initials _____ Subcontractor Initials _____

CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

«SL»

By: _____
Signature

By: _____
Signature

(Name Printed)

(Name Printed)

Address: _____

Address: _____

Contractor Initials _____ Subcontractor Initials _____



EXHIBIT H

CHRIS-TEL CONSTRUCTION SUBCONTRACT FIELD DIRECTIVE CHANGE

NO.:

Project No.: _____

Project Name: _____

Subcontractor: _____

Request By: _____ Date of Request: _____

1. Directive: CHRIS-TEL CONSTRUCTION hereby directs and authorizes the following change(s) in the work required by the Contract Documents be made, and the SUBCONTRACTOR is hereby directed to proceed promptly. If it is determined this directive results in change(s) in the Subcontract (1) scope, (2) cost, or (3) time, then subsequent to the SUBCONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the CHRIS-TEL CONSTRUCTION of a written and documented claim by the SUBCONTRACTOR, such changes shall be incorporated into a Change Order which is subject to approval by the CHRIS-TEL CONSTRUCTION and the SUBCONTRACTOR. Any such Change Order will supersede this Field Directive Change to the extent CHRIS-TEL CONSTRUCTION and SUBCONTRACTOR agree upon adjustments to the Subcontract scope, Subcontract sum, or Subcontract time.

2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the CHRIS-TEL CONSTRUCTION by a written amendment to this Field Directive Change, the SUBCONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: _____

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days:

6. Claim(s) resulting from Field Directive Change
In the event that, as a result of the SUBCONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the SUBCONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the SUBCONTRACTOR's compensation, or (3) increasing the contract time; the SUBCONTRACTOR shall in accordance with the provisions of Articles 12 and 13 of the Subcontract Document, submit a written claim to the CHRIS-TEL CONSTRUCTION requesting that a Change Order be executed incorporating changes in the (1) subcontract scope, (2) SUBCONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

Contractor Initials _____ Subcontractor Initials _____



CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION «SL»

It is understood and agreed by the CHRIS-TEL CONSTRUCTION in authorizing and by the SUBCONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any SUBCONTRACTOR claim arising out of this Field Directive Change:

- A. Method of Determining Change in Contract Price:
 - Time and Materials
 - Unit Prices
 - Cost plus fixed fee
 - Other
- B. Method of Determining Change in Contract Time:
 - Contractor's Records
 - Consultant's Records
 - Other

FIELD DIRECTIVE CHANGE NO.: (continued)

7. ACCEPTANCE:

Chris-Tel Construction Authorization

By _____
Printed Name

By _____
Signature

Title/Position _____

Date _____

Subcontractor Authorization

By _____
Subcontractor's Business Name

By _____
Print Name

By _____
Signature

_____ Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Contractor Initials _____ Subcontractor Initials _____



EXHIBIT I

SUBCONTRACTOR E-VERIFY AFFIDAVIT

STATE OF

FLORIDA

COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____, who being by me first duly sworn, on oath deposes and says that:

1. He/she is the President/Manager/Authorized Agent [indicate one] of _____.
2. I hereby certify that _____ [insert subcontractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.
3. All employees of _____ [insert subcontractor company name] hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
4. _____ [insert subcontractor company name] will continue to use the E-Verify system in accordance with the applicable provision and deadlines established in Section 448.095, Florida Statutes.
5. _____ [insert subcontractor company name] will require any lower-tier subcontractors working on the Project to provide an identical affidavit prior to commencing work on the Project. Any such affidavit will be forwarded to Chris-Tel Construction within five (5) business days of receipt.

[NAME OF SUBCONTRACTOR _____]

By: _____

Its: _____

CHRIS-TEL CONSTRUCTION

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION

«SL»

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by (name of officer or agent, title of officer or agent) of _____ (name of subcontractor acknowledging), a (state or place of incorporation) corporation, on behalf of the corporation.

Personally Known OR Produced Identification

Type of Identification Produced:

[Notary Seal] _____ Notary Public

Name typed, printed or stamped.

My Commission Expires: _____

Contractor Initials _____ Subcontractor Initials _____