



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

## Work Order Checklist

Please include every item with every Work Order

Subcontractor: «FirmName»

Project: «ProjectDescription»

Project #: «SL»

Work Order #: «SL»

<input type="checkbox"/>	One copy of issued <b>Work Order</b>	<input type="checkbox"/>	SOV (schedule of values – required with every new Work Order and every draw request cover sheet!)
<input type="checkbox"/>	Copy of Fully Executed <b>Master Subcontract Agreement</b>	<input type="checkbox"/>	<b>Bond</b>  <input type="checkbox"/> Bond Not Required <input type="checkbox"/> Bond waived by HW <input type="checkbox"/> Bond waived by PM/Estimating
<input type="checkbox"/>	Copy of <b>Current License</b>	<input type="checkbox"/>	<b>OSHA’s Form 300A</b> (10 or more employees)
<input type="checkbox"/>	<b>Insurance Certificate with Endorsements</b> (Please verify required limits on Master Subcontract)		

**Chris-Tel Contact Information:**

Main Project Contact Name and Email (Project Manager): «ProjectManager»

Assistant Project Manager: \_\_\_\_\_

Superintendent: \_\_\_\_\_

Accounting/Billing Contact: Andrea Klingensmith – admin@christelconstruction.com

Send all draw requests, subcontracts, and change orders to: admin@christelconstruction.com

**«FirmName» Contact Information:**

Main Project Contact Name, Phone # and Email: \_\_\_\_\_

24 Hour, Emergency, after hours Contact: \_\_\_\_\_

Accounting/Billing Contact: \_\_\_\_\_

Scheduling Contact: \_\_\_\_\_



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

«SL»

**EXHIBIT "A"**  
**WORK ORDER**

Work Order No.       «SL»      

Master Subcontract No. \_\_\_\_\_

This Work Order is dated and effective as of \_\_\_\_\_ Between CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC., a Florida corporation d/b/a CHRIS-TEL CONSTRUCTION "Contractor" and       «FirmName»       "Subcontractor"

Subcontractor Address & Phone No.       «FirmAddress» «FirmCity» «FirmState» «FirmZip»        
\_\_\_\_\_

Subcontractor Project Manager: \_\_\_\_\_ Cell Phone No. \_\_\_\_\_  
24-hour Emergency No. \_\_\_\_\_

Contractor and Subcontractor hereby agree as follows:

1. Master Subcontract. This Work Order is issued pursuant to the Master Subcontract for Construction Work, between Contractor and Subcontractor, dated \_\_\_\_\_ ("Master Subcontract") and the terms and conditions contained in the Master Subcontract govern and control this Work Order, unless expressly stated otherwise herein. In addition, this Work Order shall be deemed a part of, and incorporated into, the Master Subcontract. The parties' respective obligations under this Work Order are subject, in all respects, to the terms of this Work Order and the Master Subcontract, unless and to the extent expressly provided herein.

2. Project. Project No.       «SL»       Project Name       «ProjectDescription»        
The Project Description and Location is as follows:       «JobAddress», «JobCity», «JobState», «JobZip»        
\_\_\_\_\_

3. Work. The Subcontractor shall execute the Work as further described below, including providing all labor, materials, equipment, services and other items required to complete such portion of the Work, in accordance with all plans, specifications, and addenda, and all codes, ordinances, regulations and laws having jurisdiction over the Project. The Work to be provided by Subcontractor pursuant to this Work Order is as follows:

(the Specifications and Project Drawings are attached hereto as Attachment 1)

Subcontractor hereby represents that it has reviewed and inspected the site of the Project and the Subcontract Documents and has investigated and satisfied itself as to the conditions affecting the Work including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials, availability of qualified labor, water, electric power, roads, and uncertainties of weather, river stages, tides, and the physical conditions of the site and the type of equipment and facilities needed preliminary to and during the performance of the Work. Subcontractor has satisfied itself as to existing and known information concerning the surface and subsurface conditions of the site from a physical inspection of the site and a review of all exploratory reports prepared for the Owner or Developer or Contractor, as well as from information presented by the drawings and specifications. Any failure by Subcontractor to acquaint itself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the Work.

4. Project Schedule. See Attachment 10, attached hereto and incorporated herein. Subcontractor shall commence and complete its Work in accordance with the Project Schedule, as said Schedule may be adjusted pursuant to the terms of the Subcontract Documents.

5. Subcontract Amount. In consideration of the complete and timely performance of all of Subcontractor's Work under this Work Order, Contractor shall pay to Subcontractor: «TotalSubcontract»

6. Payment. Payments to Subcontractor shall be made in accordance with the terms of the Master Subcontract.

7. Attachments. The Attachments listed below are incorporated herein by reference.

- Attachment 1 – Exhibit B Draw Request Cover
- Attachment 2 – Exhibit C Subcontractor Partial Release
- Attachment 3 --Exhibit D Subcontractor Final Release
- Attachment 4 --Exhibit E Performance Bond
- Attachment 5 – Exhibit F Payment Bond
- Attachment 6 – Exhibit G Guaranty of Performance
- Attachment 7 – Exhibit H Field Directive Change
- Attachment 8 – Exhibit I E-Verify
- Attachment 9 – Exhibit J Specifications and Drawings
- Attachment 10 – Exhibit K Schedule

8. Other Provisions.

Subcontractor to comply with the following project specific requirements:

All systems to be functioning correctly and built in accordance with all governmental and/or quasi-governmental codes and regulations at no additional cost to the Owner and/or General Contractor whether details are shown or not on the contract documents. ALL work under this agreement will be done in a first class workmanlike manner and shall be performed in compliance with the Contract Documents and in compliance with all codes and inspections of entity or authority having jurisdiction.



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

«SL»

This Agreement is binding and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**CONTRACTOR:**

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

By: \_\_\_\_\_  
Name & Title: Howard Wheeler, President



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

«SL»

**EXHIBIT B**

**APPLICATION FOR PAYMENT AND AIA FORM**

**«ProjectDescription»**

**«SL»**

**PLEASE SEE ATTACHED**



**EXHIBIT C**

**SUBCONTRACTOR PARTIAL RELEASE**

«ProjectDescription»

«SL»

Work Order #«SL»

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)



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

«SL»

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

Check No. 000000



**EXHIBIT D SUBCONTRACTOR FINAL RELEASE**

«ProjectDescription»

«SL»

**Work Order #«SL»**

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: \_\_\_\_\_



# CHRIS-TEL CONSTRUCTION

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

«SL»

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)

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 Oblige, hereinafter called "OBLIGEE", in the amount of «TotalSubcontract» («Totalorigsl») 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», «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 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.

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.

# CHRIS-TEL CONSTRUCTION

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

# CHRIS-TEL CONSTRUCTION

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

## 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 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 of the project known as «ProjectDescription». (hereinafter “Project”) and,

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 Agreements, 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 Project, and are willing to guarantee the full & faithful performance of all obligations of “SUBCONTRACTOR” to CONTRACTOR under the Agreement:

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 Agreement with respect to the construction, fixturing, equipping and completion of the «ProjectDescription» improvements to the Project. 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 Agreement.

WHENEVER “SUBCONTRACTOR” shall be declared by CONTRACTOR to be in default, under the 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 Agreement, and shall also, without limiting the foregoing pay to CONTRACTOR any other costs or damages for which “SUBCONTRACTOR” may be liable under the Agreement.

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 remedies of “SUBCONTRACTOR” pursuant to the Agreement ;
- b) The waiver by or failure of CONTRACTOR to enforce any of the terms, covenants, or conditions of this Agreement against “SUBCONTRACTOR”.
- c) The granting of any indulgence or extension of time to “SUBCONTRACTOR”.
- d) Any amendment to the Agreement ;



- e) 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 ;
- f) 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,
- g) 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 Agreement. 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:

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
(Name Printed)

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_



# 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.

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:



# CHRIS-TEL CONSTRUCTION

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 \_\_\_\_\_ By \_\_\_\_\_  
Printed Name 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")

\_\_\_\_\_



**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: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

# CHRIS-TEL CONSTRUCTION

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

«SL»

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, 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: \_\_\_\_\_



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

«SL»

## **EXHIBIT J**

### **SPECIFICATIONS AND PROJECT DRAWINGS**

«ProjectDescription»

«SL»

**PLEASE SEE ATTACHED**



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

«SL»

**EXHIBIT K**

**CONTRACTOR'S ORIGINAL PROJECT SCHEDULE**

«ProjectDescription»

«SL»

**PLEASE SEE ATTACHED**