

TO:

DATE:

SUBCONTRACT NO:

PROJECT:

WORK TO BE PERFORMED AT:

JOB NO./COST CODE

RETAINAGE RATE:

SUBCONTRACT PRICE:

1. WORK

- 1.1 The Subcontractor shall furnish all labor, supervision, services, material, equipment, tools, insurance, all applicable taxes, all required and all other items necessary to perform _____ in accordance with the Schedule of Contract Drawings and Project Manual in Exhibit "A", Subcontract Job Book "Exhibit B", Subcontract Schedule of Values "Exhibit C", and Project Time Schedule in Subcontract Job Book.
- 1.2 Clean Up. Subcontractor shall immediately remove and dispose of all trash and debris resulting from his work. Trash shall be placed inside of dumpsters provided by the Contractor or placed in piles, as directed by Contractor. This is a safety issue and is of the highest priority. We have identified on your schedule of values a line item for clean up. Should at any time the Subcontractor fail to comply with clean up requirements, the Contractor will deduct the appropriate amount from your contract with notice to perform any clean up necessary to maintain a neat and safe working environment
- 1.3 Correction of Non-Conforming Work. Subcontractor shall promptly and diligently perform all corrective and punch list work as directed by the Contractor. Anytime the Subcontractor fails to comply with punch list work requirements, the Contractor will deduct the appropriate amount from your contract with notice to perform any punch list work necessary.
- 1.4 **Scope additions:**
- 1.5 The Subcontractor shall provide full-time, competent supervision on this project. This supervisor will be the point of contact for the FF project superintendent on all issues relating to the project. FF reserves the right to request replacement of any supervisor who, in its judgment, fails to maintain: (a) project schedule, (b) acceptable quality standards, (c) OSHA and FF safety requirements, (d) proper employee conduct and dress code. Should FF request replacement of the Subcontractor's supervisor, the Subcontractor shall assign a competent replacement immediately.
- 1.6 This contract is for a complete and total job for items relating to your Scope of Work as determined by the governing authorities. Anticipated start date for your scope of work is to be determined by the Project Manager. Please verify this date with the Project Manager prior to commencing any work.
- 1.7 Scope of work includes but is not limited to the completion of _____, to supply all labor, tools, equipment, materials and insurance necessary to complete working plumbing systems for 156 Apartment units in 6 Apartment buildings, 1 Clubhouse, 1 Mail Kiosk, 1 Trash Compactor, 1 Maintenance/ Car Care Building. Contract includes a performance and payment bond the cost of which is included herein.
The bid is predicated on the following:

- 1.8 All of the fore going bullet points are subject to Owner/Architect approval.
- 1.9 Subcontractor is required to provide all of their own firestopping. Subcontractor is responsible to maintain the published schedule and the pace of the job. Should the Subcontractor fall behind in work production, the General Contractor may replace the subcontractor with 48 hours notice. Subcontractor is responsible for notification to Sunshine Locates (800-432-4770) prior to digging. Subcontractor is responsible for all interior and exterior layout. Subcontractor responsible for their own excavation, backfill, bedding material and compaction. Subcontractor to maintain as-builts throughout life of the job and present copies prior to final payment.
- MISCELLANEOUS:**
- 1.10 Complete set of as-built drawings are to be submitted at completion of job.
- 1.11 Subcontractor to verify coordination of electrical framing and HVAC requirements prior to installation.
- 1.12 Meet all codes and local requirements with subcontractor responsible for permits and approvals.
- 1.13 Hard hats, hard sole shoes, long pants, and all required safety equipment will be worn at all times on this site. **NO EATING OR DRINKING WILL BE ALLOWED IN BUILDINGS. All trash from breaks and lunches will be deposited in a dumpster. If this is not followed then those people will be asked to leave the job. All construction debris will be placed in dumpsters on a daily basis.**

All invoices must show Subcontract Number. Invoices shall reach this office by the 20th day of the month. Conditions printed on the reverse side are part of this Agreement. Review reverse side before signing.

ACCEPTED BY:

FIRST FLORIDA

W. Robert Miller, President

FIRST FLORIDA

1533 SUNSET DRIVE SUITE 150 • Miami, Florida 33143
PHONE: 305-665-1146 • FAX: 305-663-9676

- 1. Subcontractor (Sub) shall:** 1.2 Perform all work strictly in accordance with the Contract Documents, which are: the Contract between FF and the Owner, this Agreement, the plans, drawings, specifications, addenda and all other documents identified in the Agreement.
- 1.3 Be bound to FF by the terms of the contract between the Owner and FF and any general conditions, drawings and specifications, shall assume toward FF all the obligations and responsibilities FF assumes toward the Owner. If any provision of FF's contract with the Owner is inconsistent with this Agreement, this Agreement shall govern. To the extent that FF is held liable to the Owner for liquidated damages, as a result of Sub's acts or omissions, Sub shall be liable to FF for the same amount of liquidated damages.
- 1.4 Complete its work in a manner satisfactory to FF/Owner. All work is subject to final approval by FF/Owner and their decision regarding aesthetics shall be final.
- 1.5 Keep the jobsite property free and clear from any claim or lien. Should Sub fail to pay for any work performed or supplies furnished pursuant to this Agreement FF shall have the right, but not the obligation, to pay for such work or supplies and charge the amount paid against the Sub. 1.6 Provide temporary facilities, items or utilities as may be required for its work on the project. Obtain and pay for all permits, passes, clearances, licenses, franchises and other instruments or processes or tests required in the performance of its work. Pay all sales taxes, use taxes, occupational taxes, excise taxes, FICA taxes, unemployment taxes and any other tax. Take all field measurements, furnish all required samples and drawings, comply with all laws and ordinances and give authorities timely and proper notices. Assume all risks and liability for damage or loss to all materials, tools or equipment incorporated in the work and which belong to him or are under his control.
- 2. Compensation.** 2.1 FF shall pay Sub for satisfactory performance and completion of the Work the Price, subject to additions and deduction.
- 2.2 Sub will furnish FF with its invoice for the work accomplished during the preceding four (4) week period projected through the 25th but submitted on the 20th day of the month unless stated otherwise herein. Invoices must be accompanied by Sub's own lien waiver and supporting waivers from its subs and suppliers from the previous month. The final lien waiver shall be in the full amount of the contract price, including revisions. If approved by FF and the Owner, Sub's invoice shall be paid on or about the 15th of each month in the net amount of its request upon payment by the Owner to FF. Retention shall be paid to Sub after the Owner approves and accepts the entire project and upon payment by the Owner to FF. Any payment to Sub is expressly contingent upon and subject to FF's receipt of payment from the Owner and no payment shall be due Sub unless FF receives payment from the Owner for the Work. By virtue of the foregoing it is the intent of the parties to shift to the Subcontractor the risk of the Owner's inability or refusal to pay FF for the work performed by the Subcontractor. Accordingly, Subcontractor hereby acknowledges that FF's receipt of payment from Owner for the Subcontractors work shall be a strict condition precedent to FF's obligation to pay the Subcontractor and Subcontractor shall only be entitled to payment from FF to the extent that FF has received payment for the Subcontractor's work.
- 2.3 Requested changes to Sub's contract price are not to be included in billings until Sub receives a signed change order from FF. Authorized changes must not be billed separately, but should be added to or deducted from the contract.
- 2.4 "Cost plus" billings must be detailed as to labor, equipment, material and subcontract charges and must be supported by copies of invoices for material and Subs and by signed tickets for labor and equipment charges.
- 2.5 Sub shall, before the first application, submit a schedule of values (Form of AIA G702/G703) of the various parts of the work included in the Subcontract, made out in such detail as FF and Sub may agree upon or required by the owner, and supported by such evidence as FF may require. When approved by FF, this schedule shall serve as a basis for Applications for Payment, unless found to be erroneous. In applying for Payment, the sub shall submit an invoice based on the approved schedule of values.
- 2.6 Sub shall furnish with its final billing two copies of a written guarantee stating that Sub guarantees its work against defects in materials and/or workmanship for the period called for in the specifications or for twelve months or for any greater time period now or later required by Florida law, whichever is longer, from the date of written acceptance of all of the work called for in the contract between Owner and FF. Sub shall promptly repair or replace any defects occurring within the guarantee period without cost to FF or Owner, upon written notice form FF or Owner.
- 2.7 FF may, in its sole discretion, withhold payments of amounts otherwise due to Subcontractor under this Agreement in order to cover FF's reasonable estimate of costs or liability which FF has incurred or may incur on this project or on any other project on which Subcontractor and FF—First Florida Industries and its subsidiaries have an agreement and for which Subcontractor is responsible. Sub waives all claims to interest on unpaid invoices or retainage.
- 3. Termination.** 3.1 Should Sub become insolvent, or file or have filed bankruptcy, liquidation, reorganization, dissolution, receivership, or should Sub fail in any manner to prosecute his work properly or default in performance of any provision of this agreement, then, FF may, without prejudicing any other rights it may have, terminate this contract, either in entirety or in part, upon two (2) days written notice to Sub. After such termination and without further notice, FF may enter upon and take possession of all materials, equipment, tools, construction equipment, and machinery located on the site, stored off-site or located at other facilities of Sub or its subcontractor or vendors. FF may make good any deficiency and complete the work by whatever method FF deems reasonable under the circumstances. In the event of such termination, Sub shall not be entitled to any further payment under the Agreement. In the event the unpaid balance of the subcontract price, after deduction of all claims that FF may have against Sub, including, but not limited to the cost of completing the work (which cost shall include without limitation FF's reasonable overhead and profit, any additional architectural or consulting fees, attorney's fees and other expenses related to the contract termination or completion of the work), such excess shall be paid to Sub upon satisfaction of the conditions of final payment provided in their Agreement.
- 3.2 If the Contract between the Owner and FF were terminated or if the progress of the work is delayed due to conditions beyond FF's control, FF may terminate this Agreement without liability to Sub. In such event, Sub will be entitled to be paid the amount approved and accepted by FF and the Owner and actually paid to FF by the Owner. Receipt of payment by FF from the Owner is a condition precedent to payment to Sub. FF shall have the right at any time to terminate this agreement and require the sub to cease work hereunder. Provided Sub is not in default at the time of such termination, FF shall indemnify Sub against any damage directly resulting from such termination except that Sub shall not be entitled to anticipated profits on work not performed or on materials or equipment not furnished as of the time of the termination. In the event of the termination for convenience hereunder and provided Sub is not in default of the Subcontract, Sub shall be entitled to payment for work performed and materials and equipment furnished prior to termination in accordance with the terms of the Subcontract.
- 4. Takeover by Contractor.** 4.1 Should Sub fail or neglect to proceed diligently, timely, competently or in a workmanlike manner, or should Sub delay, interfere with, or jeopardize the timely or satisfactory completion of the work under FF's contract, then FF in its sole discretion, reserves the right, after giving 48 hours written notice, to take over the work or to supplement Sub's forces or to complete the work with FF's forces or other forces at Sub's expense, without prejudice to FF's other rights or remedies for any loss or damages sustained. In the event of such takeover Sub agrees that no material, machine or tools belonging to Sub shall be removed from the job until completion. FF's failure to take over the job after notice shall not be deemed a waiver of FF's right to do so.
- 5. Indemnity.** 5.1 Subcontractor agrees to indemnify, defend and hold harmless First Florida, the Owner and their respective officers, representatives, and employees, from any claim, liability, damage, loss, judgment or cost (including, but not limited to, reasonable attorneys' fees in arbitration, court proceedings or appeal) for damages to persons or property arising out of or in any manner pertaining to the construction contract, the project or work performed on the project caused, in whole or in part, by any act, omission or default of Subcontractor, or any of Subcontractor's subcontractors, sub-subcontractors or suppliers of any tier or their respective employees or representatives, whether or not caused in part by any act, omission or default of First Florida. However, such indemnification shall not include claims of, or damages resulting from, gross negligence or willful, wanton or intentional misconduct of First Florida, 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 Subcontractor or any of Subcontractor's subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees. Liability under this subsection shall not exceed \$_____, the parties acknowledging that such amount bears a reasonable commercial relationship to this Agreement.
- 5.2 For construction contracts for a public agency or in connection with a public agency's job, Subcontractor shall indemnify and hold harmless Contractor, their officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Subcontractor and persons employed or utilized by Subcontractor in performance of this Agreement.
- 6. Insurance.** 6.1 Sub shall maintain insurance with coverage's, including contractual liability, in amounts as specified by FF and shall furnish certificate(s) to FF before work is begun. Insurance certificates shall provide that policy(s) may not be changed or canceled without at least thirty (30) days written notice to FF. FF, Owner and Architect/Engineer and their officers, agents and employees shall be named as additional insured's on policy(s). Unless otherwise stipulated in the specifications or in this Agreement, the minimum limits of coverage shall be: (1) Workers' Compensation -- Statutory minimum; (2) Employer's Liability (Coverage B) -- \$500,000; (3) Commercial (or Comprehensive) General Liability, Bodily Injury -- \$1,000,000 per person/\$1,000,000 per occurrence; Property Damage -- \$500,000 per occurrence; (4) Automobile Liability -- \$1,000,000 combined single limit, bodily injury and property damage.
- 6.2 Sub shall advise FF if any coverage is provided on a "claims made" basis.
- 7. Time.** 7.1 Sub shall be granted a time extension for delays in performing its work only to the extent the Owner grants FF an extension. If Sub is delayed by FF or by other subcontractors, and Sub gives the required notice, Sub may be entitled to an extension of time. Regardless of the cause, Sub shall not be entitled to compensation or damages for any delay (including, without limitation, impact, inefficiency, and disruption) in performing its work. Except to the extent FF receives compensation for such damages from the Owner or a third party, Sub shall not be entitled to an extension of time or compensation or damages for any delay unless Sub delivers written notice of the delay to FF within five (5) days of the beginning of the event causing the delay.
- 8. Changes and Extra Work.** 8.1 Sub shall make all changes from the original Contract documents as ordered by FF without nullifying the original Agreement. Sub shall submit its change order proposal promptly to FF. 8.2 Sub is bound to the terms of the contract between the Owner and FF regarding changes, changed conditions, or extra work except as specifically provided in this Agreement. Sub shall give FF written notice within five (5) calendar days of any asserted change, changed condition, extra or disputed item. 8.3 Sub waives any claim against FF for compensation or equitable adjustment for such claims, changed conditions, or extra work except to the extent that FF receives compensation from the Owner for such claims. FF will pay Sub from any extra compensation or equitable adjustment received from the Owner for subcontract work, the cost of the work plus 5% of the overhead and profit allowed, but in no event to exceed the sum received by FF from the Owner.
- 8.4 Any work performed beyond the scope of the Agreement as an extra must be approved in writing by the Project Manger before the work is commenced. FF shall not pay for extra work not approved in writing.
- 8.5 In the event there is a dispute whether any work is included in this Agreement, Sub shall proceed with the work as if it were part of the Agreement if FF so directs in writing. Sub shall make a claim for a price of time adjustment or if for a change order. If FF and Sub cannot agree, the issue shall be resolved by arbitration (see Article 10).
- 9. Safety.** 9.1 Sub shall report any injuries suffered by any of its employees, injuries to any other person, or any property damage arising out of its operation to FF immediately. Sub shall furnish FF with a copy of the written accident report within three (3) days of the injury or damage. 9.4 The subcontractor agrees that the prevention of accidents to workmen and property engaged upon or in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal and local laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety as shall be applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with the safety standards established during the progress of the Work by Contractor. When so ordered, the Subcontractor shall stop any part of the Work which Contractor deems unsafe until corrective measures satisfactory to Contractor have been taken, and the Subcontractor agrees that it shall not have nor make any claim for damages growing out of such stoppages. Should the Subcontractor neglect to take such corrective measures, Contractor may do so at the cost and expense of the Subcontractor and may deduct the cost thereof from any payments due or to become due to the Subcontractor. Failure on the part of Contractor to stop unsafe practices shall in no way relieve the Subcontractor of its responsibility therefore. This Subcontractor acknowledges the receipt of Contractor's "Safety, Health and Environmental Policy", "Drug and Alcohol Abuse Policy" and Sexual Harassment Policy." Subject to applicable law this Subcontractor further agrees to be bound to these policies as a part of the supplemental a special conditions to the contract for construction of the project. In the event that hazardous substances of a type of which an employer is required by law to notify its employees are being used or stored on the site by the Subcontractor, the Subcontractor's sub-subcontractor and anyone directly or indirectly employed or otherwise retained by them or either of them, the Subcontractor shall immediately provide written notice of the chemical composition thereof (including without limitation, a copy of the applicable Material Safety Data Sheet) to Contractor in sufficient time to permit compliance with such laws by Contractor, other subcontractors and other employers on the site. In the event that the Subcontractor encounters on the site material reasonably believed to be hazardous substances (including without limitation, asbestos or polychlorinated biphenyl) which has not been rendered harmless, the Subcontractor shall immediately stop Work in the area affected and immediately report the condition to Contractor in writing. Work in the affected area shall resume when such hazardous substances have rendered harmless or removed as determined by Contractor in its sole and absolute discretion. To the extent of Subcontractor's responsibilities hereunder, Subcontractor does indemnify and save harmless Contractor from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, cost and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor in regard to such hazardous substances.
- 10. Arbitration.** 10.1 Any controversy or claim between FF and Sub arising out of or relating to this Agreement shall be decided by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect and the decision shall be final, binding and subject to enforcement in any Court of competent jurisdiction in Miami-Dade County, Florida. However, the foregoing arbitration provisions shall not prevent FF from joining Sub as a party to any litigation between FFBC and Owners relating, in whole or part, to the Subs work.
- 11. Bond.** 11.1 If required, Sub shall provide a performance and payment bond in form and with sureties acceptable to FF.
- 12. Warranty.** 12.1 Sub warrants to the Owner, Architect and FF that all materials are new unless otherwise specified. This warranty is in addition to and is not in limitation of any other warranty or remedy allowed by law or by the contract documents. Sub shall be bound and shall be responsible for all items in its scope of work. Subcontractor warrants all materials and labor for one year from final acceptance or longer as manufacture and specifications require.
- 13. Miscellaneous.** 13.1 The terms and obligations set out in the Agreement are a complete and exclusive statement of the Agreement and shall supersede those in any other document, signed or unsigned pertaining to this transaction unless expressly waived in writing signed by FF.
- 13.2 FF's failure or delay to insist upon performance of any provision of this Agreement or to exercise any right, power or privilege hereunder shall not be deemed a waiver or relinquishment of future performance of any such provision of the future exercise of any such right, power or privilege. Only a written instrument signed by FF and Sub may amend this agreement.
- 13.3 FF shall not be responsible for Subcontractor's company or employees' vehicles parked on or about the jobsite. Subcontractor is responsible for any necessary parking fees required to perform scope.
- 13.4 This Agreement shall be governed by the laws of the State of Florida. Venue for any arbitration or litigation arising out of or resulting from this Agreement shall be in Miami-Dade County, Florida.
- 13.5 If any portion of this Agreement is held to be invalid is shall not affect the validity or continuing force and effect of any other provision.
- 13.6 Sub shall not sublet or assign this Agreement nor sell nor assign the proceeds of this Agreement without FF's prior written consent.
- 13.7 Subcontractors are responsible for their own hoisting and supply of electricity necessary to perform their scope.
- 13.8 Attorneys' Fees.** In the event either party defaults in the performance of any of the terms of this Agreement and the other party employs an attorney or attorneys in connection with the enforcement of any remedy of such default, the prevailing party shall be entitled to receive from the other party full reimbursement of such prevailing party's reasonable attorneys' fees and costs incurred therewith, (including legal assistant and paralegal fees) whether such fees are incurred before, during, or after any trial or arbitration proceeding or on appeal or in bankruptcy.