

Paragraph 15: Subcontractor fully understands and agrees to, but not limited to, the following:

1. Subcontractor shall comply with all provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 (OSHA) and Contractor's safety programs and policies. Special emphasis shall be placed on areas concerning barriers, handrails, health and safety information, other safety devices, etc. Subcontractor shall attend all safety meetings as scheduled by Contractor and immediately correct and mitigate all safety violations as defined by Contractor in order to assist Contractor in maintaining a safe and compliant workplace in accordance with OSHA requirements and Contractor's safety policies. Contractor reserves the right to issue a fine for non-compliance and backcharge Subcontractor an amount equal to \$250.00 for each safety violation. Subcontractor shall hold Contractor, harmless against any and all claims, fines or otherwise that may arise because of failure on the part of the Subcontractor within his trade to comply with OSHA and Contractor's safety requirements. Subcontractor shall be fully responsible to provide all safety items as required for its personnel. Any safety items provided by Contractor are for the expressed purpose of protecting Contractor's personnel only.
2. Subcontractor shall maintain and provide, at its expense, the following insurance:

2.1 Workers' Compensation and Employer's Liability

Workers' Compensation and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which the Scope of Work or other Contractual Agreement is to be performed, and Employers' Liability Insurance with minimum limits of \$1,000,000 each accident; \$1,000,000 for disease, each employee and \$1,000,000) disease policy limit. Should Subcontractor utilize leased employees (either through a temporary agency or for full-time labor) or employ a sub-subcontractor to perform its work, such leasing company and/or sub-subcontractor must maintain insurance limits required by Contractor for Worker's Compensation insurance and submit to Contractor Certificates of Insurance. Subcontractor is responsible for any lack of insurance held by sub-subcontractor or leasing company. Subcontractor shall provide an employee roster from the leasing company listing all insured individuals.

2.2 Commercial General Liability Insurance

Commercial General Liability Insurance ("CGL") written on ISO form CG 0011001 (or its equivalent), occurrence basis, for hazards of (a) Construction Operations (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations coverage, with Completed Operations coverage to remain in force from the date of final completion of the Scope until expiration of the statute of repose of the State in which the project is located. This insurance shall be primary and non-contributory.

The insurance shall have the following minimum limits of liability:

EACH OCCURRENCE	\$ 1,000,000
PRODUCTS-COMP/OPS. AGGREGATE	\$ 2,000,000
PERSONAL & ADVERTISING INJURY	\$ 1,000,000
GENERAL AGGREGATE	\$ 2,000,000

2.3 Automobile Liability Insurance

\$1,000,000 BI and PD Combined Single Limit Each Accident for all owned, hired, leased or rented vehicles on or off the site of the project.

2.4 Commercial Excess/Umbrella Liability Insurance

Commercial Excess/Umbrella Liability Insurance over primary Employer's Liability, Commercial General Liability and Automobile Liability with limits available in the amount of \$1,000,000 each occurrence and aggregate. All coverages and terms required under the Employers Liability, Commercial General Liability and Automobile Liability (sections 2.1, 2.2 and 2.3 above) must be included on the Excess/Umbrella policy.

2.5 Property Insurance

Property Insurance coverage for tools and equipment owned, leased or used by the Subcontractor in the performance of the Scope of Work. The Property Insurance shall extend to equipment, materials and supplies stored off the project site or in transit to the project site to be furnished as part of the Scope of Work and incorporated into the project.

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2.6 Insurer Requirements:

Each insurer providing insurance coverage shall be a licensed admitted insurer authorized to issue such coverages in each State in which any part of the Scope of Work or other Contractual Agreement is performed. The insurer shall be acceptable to Contractor and shall have an AM Best rating of "A-" or better.

2.7 Certificate of Insurance:

Prior to commencing its performance under the Subcontract, Subcontractor shall provide Contractor with a certificate of insurance evidencing the coverages required by these insurance provisions. Except as otherwise specified, the insurance required hereunder shall be maintained from the commencement of the performance of the Scope of Work or other Contractual Agreement until the end of the applicable warranty period and Subcontractor shall maintain a current Certificate of Insurance with Contractor for this period.

2.8 Notice of Cancellation:

All insurance coverages required shall contain a provision that the coverage afforded hereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to LandSouth by certified mail, return receipt requested.

2.9 Additional Insureds:

Unless otherwise required by the Subcontract, all insurance required by these insurance provisions (excluding Workers' Compensation and Employers Liability) shall include Contractor as additional insured and their respective directors, officers, employees and affiliates, surety, and any other parties as required by Contractor which shall be stated on the Certificate of Insurance provided by the Subcontractor.

2.10 Indemnification Provision:

Subcontractor assumes full liability for any and all damages, death, or injury of any kind to all person(s), whether employees or otherwise, and property arising out of or in any way connected with the work and shall to the fullest extent permitted by law defend, indemnify and hold harmless Contractor, their respective officers, agents, surety, employees and indemnities, from and against any and all claims, demands, losses, suits, damages and liabilities (including attorney's fees and appeals), legal or otherwise, arising out of or in any way connected with the work, including, to the fullest extent permitted by law, but only to the extent caused by the negligent acts or omissions of Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such damage, loss or expense is caused in part by a party indemnified hereunder.

3. Subcontractor shall provide Contractor, with their Federal Identification number. In the event that the Subcontractor does not have a Federal Identification Number, he must provide Contractor, with Social Security Numbers for each of the principals of the firm and their percent (%) of ownership in the business organization. Form W-9 is provided for your convenience and is noted as Addendum 4C.
4. Subcontractor must provide Contractor, with a Subcontractor's Application for Payment to be included with monthly draw request (Addendum 4), and Subcontractor is responsible for the full and legible preparation of his draw. Draws must be received by our office no later than the 25th of the month. As the work progresses an amount equal to 90% of the value of completed work including materials will be paid. **Mail all Draw Requests to:** 1680 The Greens Way, Jacksonville Beach, FL 32250. Retainage shall be paid after Architect and HUD issues certificate that all work has been done to his satisfaction, provided CONTRACTOR has received payment for work performed hereunder from the OWNER.
5. Draw requests will be made on an actual percent (%) complete basis only. All draw requests that are submitted with billings for material stored on site must be accompanied by invoices reflecting the full amount of the stored material and must be submitted by the 25th of the month with the draw requests. All stored material invoicing shall be subject to final approval for payment by the Owner, HUD and construction lender. Retainage in the amount of 10% shall be held for all stored material. Material invoices submitted after the 25th will not be accepted and any draws containing stored material billings without equivalent back-up supplier invoices will be reduced in value accordingly.
6. Four different Waiver and Release of Lien forms are attached as Addendum #3.
 - a. Addendum #3-1 - Conditional Waiver and Release of Lien Upon Progress Payment
 - b. Addendum #3-2 - Unconditional Waiver and Release of Lien Upon Progress Payment
 - c. Addendum #3A-1 - Conditional Waiver and Release of Lien Upon Final Payment
 - d. Addendum #3A-2 - Waiver and Release of Lien Upon Final Payment

Your first draw request must include Addenda #3-1, 4, 4A, 4B, & 5. Addenda #4A & 4B are for Subcontractor and Suppliers, if Suppliers, Vendors, or others furnish the Subcontractor any labor, materials, or services (see Paragraph

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- 7). Each subsequent draw, except for your **final** monthly draw request, should include Addendum #3-1 for monies due and Addendum #3-2 for prior draw amount paid, as well as Addendum #4, 5, and 4A & 4B (if applicable). Your **final** draw request must include Addendum #3-2 and Addendum #3A-1. Upon final payment Addendum #3A-2 must be submitted.
7. Subcontractor is to furnish Contractor, a Subcontractor Sworn Statement (Addendum #4A) providing a complete list of all material suppliers and/or subcontractors to be used on the above-referenced project. Suppliers and Subcontractors listed on the Subcontractor Sworn Statement (Addendum #4A) will be paid each draw by joint check. Draws will not be processed until Contractor receives this information. Each supplier and/or Subcontractor must also furnish a Supplier/Subcontractor Sworn Statement (Addendum #4B) and include with monthly draws with the appropriate release of lien from suppliers and/or Subcontractors. Subcontractor **MUST** provide an updated Subcontractor Sworn Statement with monthly draws each time new material suppliers and/or subcontractors are added or changed during the course of the project. Subcontractor shall also be responsible for submitting certified payroll documents (Addendum #6) documenting that all employees are meeting or exceeding the prevailing wage scale, for each and every employee that performs work on site. HUD payroll form FL080023, modification 1 shall be submitted on a weekly basis for all employees performing work during the previous week. Proper and timely completion and submission of HUD documents to Contractor shall be a condition of Subcontractor payments.
 8. Payment will be made approximately the 15th of the month unless draw is received after the 25th. Each day after the 25th that the draw is received will cause additional days for the payment after the 15th, provided the contractor has received payment for work performed hereunder from the Owner.
 9. Any requested changes to the attached Schedule of Values (Addendum #5) **MUST** be submitted within five (5) days of the execution of this contract. A Schedule of Values Draw (Addendum #5) will be completed each month and submitted with the Subcontractor's Application for Payment.
 10. Subcontractor meetings will be held weekly at the construction office to discuss upcoming schedules, update or modify the existing schedule, and discuss coordination issues and problems that may arise. It is mandatory for Subcontractor or a representative of the Subcontractor who is authorized to make binding scheduling commitments be present two weeks prior to the start of your scope of work and each week through the completion of Subcontractors work.
 11. Subcontractor will keep all materials protected from weather, theft, or damage in a manner as approved by Contractor.
 12. Any materials intended for use on this job that are stored on site by the Subcontractor are done so totally at the risk and sole responsibility of the Subcontractor. This is regardless of where stored, the manner stored, or whether insured or uninsured. Any loss due to vandalism, theft, mysterious disappearance, fire, or other cause of materials stored will be replaced at the expense of the Subcontractor.
 13. In the event of strikes, stoppages, or work delays of any manner arising from Subcontractor labor problems, Contractor reserves the right to recover any and all losses or damages incurred as a result of these delays or stoppages.
 14. Clean-up by Subcontractor will be required throughout the duration of this Subcontract term in accordance with Contractor's clean-up policies. Each Subcontractor will be responsible for clean-up of all debris pertaining to or resulting from his trade on a daily basis to the satisfaction of the job superintendent. This clean-up includes sub-related debris on the site (in and around buildings, roadways, etc.) and inside the buildings. All debris will be placed in Contractor supplied dumpster. Any clean-up performed by Contractor, for the Subcontractor will be backcharged to the Subcontractor either at the time of occurrence or at the completion of the job based on the job superintendent's observations and documentation. Also, any other trash generated by the Subcontractor and/or his personnel will be cleaned up and placed in the Contractor supplied dumpster.
 15. Subcontractor is to furnish **MATERIAL SAFETY DATA SHEETS** on all hazardous materials.
 16. Warranty/Guarantee: All labor and materials under this Subcontract Agreement shall carry a one-year warranty/guarantee period unless otherwise noted in the specifications, Scope of Work or Construction Documents. The warranty period shall start on the date of 100% acceptance by HUD of the entire project, including the receipt of all Certificates of Occupancy and the completion of all punch lists on the project rather than on a building by building basis unless extended beyond 100% acceptance as noted in the specifications, Scope of Work or Construction Documents. This Warranty/Guarantee is acknowledged by notarized signature of this Subcontractor, known as

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Addendum #8.

17. Temporary Utilities: Contractor shall supply all temporary electric (110 volt), water, and "Port-A-Johns" at various locations throughout the site. All other utilities and General Conditions will be the Subcontractor's responsibility.
18. Product Substitution: The Subcontractor may, with prior approval from the Contractor and Architect, provide products of equal or better quality, as determined by the Contractor, than that specified in the drawings and/or specifications. Subcontractor shall make requests or such product substitution in writing and shall include any changes in the scope of work or other trades' work that are affected by such substitution so that any and all cost incurred may be fully analyzed by the Contractor. Any cost incurred by the Contractor, as a result of substitution to other trades of work not brought to the attention of the Contractor by the Subcontractor as noted above, will result in backcharges for such cost plus Administrative charges. Subcontractor shall provide with request for product substitution, cut sheets of both the specified product and the substituted item.

Contractor shall review product substitution for cost effectiveness, product quality, and equally to specification. Any product substitution resulting in increased cost to other trades work that is not fully offset in cost by the substituted product will not be approved. All product substitution shall have warranties as specified by the specified product. The Subcontractor shall warranty periods or coverage and the specified product.

19. Project Schedule: The project schedule shall be strictly adhered to and shall be included as an integral part of this Subcontract. Subcontractor shall be responsible for coordinating start dates and durations with the project superintendent, and hereby agrees to provide manpower and resources as necessary to complete their portion of the work within the required durations. Subcontractor acknowledges that the project schedule (Addendum # 7) will be further refined, described and revised by the Contractor on an as needed interval during the course of the project and the Subcontractor shall abide by all revised starts and durations. Subcontractor acknowledges that this project is financed using the HUD 221(d)4 program in which failure to complete the Work according to the project schedule will result in significant liquidated damages being assessed against the Contractor. In turn, liquidated damages may be assessed against Subcontractor if the schedule is not met.
20. Damages: Any damages to other trades' work by this Subcontractor will be this Subcontractor's financial responsibility. Subcontractor unconditionally agrees not to contest such responsibility and pay for any and all repairs.
21. Dimensions: This Subcontractor shall check all dimensions for all work done by other trades that directly affect the proper installation of this Subcontractor's work.
22. Quality of work: Acceptable quality of work will be determined at the sole discretion of the Contractor, Architect and Owner; work deemed unacceptable will be removed and replaced at the expense of the Subcontractor.
23. Craftsmen: Subcontractor shall employ, in sufficient quantity, properly skilled and trained tradesmen and laborers as may be necessary and as acceptable to the Contractor to maintain the construction schedule, the project quality, and meet the requirements of the authorities having jurisdiction over this project.
24. Equipment Usage: Should Subcontractor use equipment supplied or rented by Contractor, Subcontractor shall hold Contractor harmless for any damage or injuries that may incur from the use of this equipment. Furthermore, Subcontractor warrants that all tradesmen using equipment on the jobsite are fully trained, certified and authorized to operate such equipment.
25. Punch-out: Subcontractor shall perform all punch-out work as directed by the Contractor within twenty-four hours of notification and within a timely manner acceptable to the Contractor. Punch-out crews shall be provided in addition to regular crews working on site.
26. Backcharges: In the event that the Subcontractor does not fulfill the Subcontract Agreement to the full expectations of the Contractor, the Contractor shall supplement the Subcontractor's work force and charge the Subcontractor for the total cost required to complete said work plus 15% for administrative work. Backcharges shall be deducted from subsequent Subcontractor's draw payments.
27. Shop Drawings/Catalog Cut Sheets (if applicable): This Subcontractor shall provide shop drawings, cut sheets and 6 sets of submittals within 10 days of execution of this Subcontract. This will be known as Addendum #10 once approved by Contractor, Owner, and Architect. No work is to commence prior to approval of these submittals.
28. The Subcontractor understands that he, his organization and personnel, are to be cordial, receptive, and cooperative at all times to the project Owner and his representatives. However, it is further understood that the Subcontractor,

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his organization or any of his personnel, shall not enter into any contractual agreement, do work on or offsite, perform or provide any other service, or receive compensation of any kind for/from the Owner without the written consent of the Contractor. This condition shall hold throughout the duration of the project or contract term, whichever is longer. Any such involvement by the Subcontractor with the Owner would result in immediate default, be cause for termination, and hold the Subcontractor liable for all damages to Contractor resulting from such involvement.

29. The Subcontractor understands that the use of alcoholic beverages and/or the use of illegal drugs are strictly prohibited on **ALL** job sites, other Contractor premises and anytime the Subcontractor is performing the functions of the Agreement. Violation of this rule could cause immediate termination and dismissal. Subcontractor must abide by Contractor's policies and procedures on this matter, which is available at the site trailer through the superintendent and is a part of this Agreement.