

Vanguard Lofts

Sarasota, Florida

Bid Instruction Manual

December 3, 2014



Prepared by:
Crowley Services, Inc.
3301 Whitfield Avenue
Sarasota, FL 34243
941-322-2800
941-727-0303 (fax)

BID INSTRUCTIONS MANUAL

Table of Contents

1	Invitation to Bid – Bids are due 12/18/2014 at 5:00 pm	
2	Bid Proposal Form	
3	Bid Documents (Drawings and Specifications)	
4	Subcontract Form	
5	Insurance Requirements	
6	Scopes Of Work (Bid Packages)	
	02A: Site Construction	08A: Hollow Metal Doors & Hardware
	02B: Landscape and Irrigation	08B: Glass & Glazing
	03A: Concrete	08C: Shower Enclosures
	03B: Hollow Core Planks	08D: Sectional Garage Doors
	04A: Masonry	09A: Drywall
	05A: Structural Steel	09B: Cementitious Plaster
	05B: Misc. Steel & Railings	09C: Tile & Vinyl Plank
	05C: Light Gauge Metal Framing & Sheathing	09D: Painting
	06A: Cabinetry	09E: Final Cleaning
	06B: Rough Carpentry	14A: Elevator
	06C: Finish Carpentry	15A: Plumbing
	06D: Countertops	15B: Heating, Ventilation & Air Conditioning
	07A: Roofing	15C: Fire Sprinklers
	07B: Waterproofing and Dampproofing	16A: Electrical
	07C: Insulation	
7	Construction Schedule	
8	Site Logistics Plan	
9	Bonds/Bond Forms	
	Performance Bond	
	Payment Bond	
10	Accounting Procedures & Working Forms	
	Directions for Subcontractor's Application for Payment	
	Sample Subcontractor's Application for Payment	
	Subcontractor Release of Claims and Liens Form (Progress and Final)	

SECTION 1

INVITATION TO BID





INVITATION TO BID

You are invited to submit a proposal for an upcoming project:

Vanguard Lofts Condominium 1343 4th Street Sarasota, Fl. 34236

**Proposals Due Dates:
Wednesday, December 18th @ 5PM VIA EMAIL**

DESCRIPTION: New construction of a modern style condominium project, approximately 21,000 GSF.

Scopes of Work include:

02A: Site Construction	08A: Hollow Metal Doors & Hardware
02B: Landscape and Irrigation	08B: Glass & Glazing
03A: Concrete	08C: Shower Enclosures
03B: Hollow Core Planks	08D: Sectional Garage Doors
04A: Masonry	09A: Drywall
05A: Structural Steel	09B: Cementitious Plaster
05B: Misc. Steel & Railings	09C: Tile & Vinyl Plank
05C: Light Gauge Metal Framing & Sheathing	09D: Painting
06A: Cabinetry	09E: Final Cleaning
06B: Rough Carpentry	14A: Elevator
06C: Finish Carpentry	15A: Plumbing
06D: Countertops	15B: Heating, Ventilation & Air Conditioning
07A: Roofing	15C: Fire Sprinklers
07B: Waterproofing and Dampproofing	16A: Electrical
07C: Insulation	

INFORMATION: All questions should be submitted attention: Jason Wilson
jwilson@crowleyservices.com
Phone: 941-322-2800

Hard copies of the documents will not be shipped out.

Digital copies of the plans are available on our FTP site through this link: [Project Plans](#)

SECTION 2

BID PROPOSAL FORM





Bid Package Number and Title: _____

Bid Proposal Form

Note:

- A separate Bid Proposal Form is required for each Bid Package.
- Value Engineering and Unit Cost Breakdown Pricing must accompany this bid form, submitted on your company letterhead.

Submitted by: _____

Company Name

Address

Contact Person

Title

Phone

Fax

Email Address

Submitted On: _____, 2014

To: Crowley Services, Inc.
3301 Whitfield Drive
Sarasota, FL 34243
941-322-2800
941-727-0303 - fax
Attention: Jason Wilson



Bid Package Number and Title: _____

Bid Proposal Form

The Bidder hereby represents that he/she has received and carefully examined and acknowledged the Plans, Specifications and Contract Documents for the **Vanguard Lofts** located in on 4th Street North in Sarasota, Florida any and all Addenda as listed below:

Addendum No. _____ Date: _____

No. _____ Date: _____

Based on the foregoing, the Bidder hereby proposes and offers to complete the work for the lump sum amount which includes, but is not limited to, the bond cost, insurance, all applicable taxes and all overhead and profit for the work as outlined below (including all cost breakdowns listed below):

A). Base Bid per Bid Package No. _____ \$ _____

Cost of Bond (**for all bids over \$100,000**) \$ _____

Total Lump Sum: \$ _____

B). Bidder Acknowledgement Checklist

Initials	
	Subcontractor has reviewed Subcontract Agreement and Accounting Procedures.
	Subcontractor has reviewed scope and included it in its entirety.
	Subcontractor has included the cost of required insurances.
	Subcontractor has reviewed the Construction Schedule.
	Subcontractor will provide clarifications and/or value engineering on their company letterhead and attach if needed.

C). By submitting this proposal the undersigned certifies that this bid is made in good faith without fraud, collusion or connection of any kind with any other bidder, and that the Bidder is competing in its best interest and on its own behalf without connection with an obligation to any undisclosed person, and has made its own examination and estimates regarding said bid.

The Bidder acknowledges and accepts that this proposal may not be withdrawn for a period of ninety (90) days without prior consent of Crowley Services, Inc.



Bid Package Number and Title: _____

Bid Proposal Form

By signing this proposal, bidder acknowledges and accepts all information contained in the Bid Instruction Manual and has included costs for each item in reference to the Bid Package this proposal is submitted for.

This Proposal is submitted by: _____
Company Name

Contact: _____ Title: _____
(Printed Name)

Signature: _____ Date: _____

SECTION 3

BID DOCUMENTS

- Project Drawings
- Geotechnical Report
- Energy Calculations
 - Garden Unit
 - Loft Unit
 - Common Areas
- Hydraulic Calculations



VANGUARD LOFTS

1343 4TH STREET
SARASOTA, FLORIDA 34236

FOR

TETRA TERRA DEVELOPMENT LLC



TABLE OF CONTENTS:

G-001 COVER SHEET, GENERAL NOTES, PRODUCT APPROVALS

LS-100 LIFE SAFETY PLAN

SURVEY

CIVIL DRAWINGS:

C-01 EXISTING CONDITIONS PLAN (AERIAL)
C-02 CONSTRUCTION NOTES
C-03 HORIZONTAL CONTROL / SIGNING AND PAVEMENT MARKING PLAN
C-04 PAVING, GRADING AND DRAINAGE PLAN
C-05 ALLEY IMPROVEMENT PLAN
C-06 BEST MANAGEMENT PRACTICES PLAN AND DETAILS
C-07 PAVING, GRADING AND DRAINAGE DETAILS
C-08 PAVING, GRADING AND DRAINAGE DETAILS
C-09 PAVING, GRADING AND DRAINAGE DETAILS
C-10 UTILITY PLAN
C-11 UTILITY PLAN AND PROFILE
C-12 UTILITY DETAILS
C-13 UTILITY DETAILS
C-14 UTILITY DETAILS
C-15 MAINTENANCE OF TRAFFIC PLAN

LANDSCAPE DRAWINGS

L01 TREE DISPOSITION PLAN AND DETAILS
L11 CONSTRUCTION LAYOUT PLAN
L21 PLANTING PLAN
L31 PLANTING NOTES AND DETAILS
L41 IRRIGATION PLAN
L51 IRRIGATION NOTES AND DETAILS
L61 GENERAL NOTES
L71 GRADING, DRAINAGE, CONSTRUCTION LAYOUT AND CONCRETE NOTES
L81 PLANTING AND INSTALLATION NOTES
L91 IRRIGATION NOTES, MANAGEMENT, MAINTENANCE & SUBMITTAL NOTES

ARCHITECTURAL DRAWINGS:

A-001 NOA, F.P.A. ABBREVIATIONS, LEGENDS & ADA SCHED.
A-002 ARCHITECTURAL GENERAL NOTES AND KEYNOTE
A-003 ARCHITECTURAL SPECIFICATIONS
A-010 ARCHITECTURAL SITE PLAN
A-011 ENLARGED ARCHITECTURAL SITE PLANS
A-100 GROUND LEVEL DIMENSIONAL PLAN
A-101 SECOND LEVEL DIMENSIONAL PLAN
A-102 THIRD LEVEL DIMENSIONAL PLAN
A-103 FOURTH LEVEL DIMENSIONAL PLAN
A-104 GARAGE DIMENSIONAL PLAN
A-200 GROUND AND SECOND LEVEL REFLECTED CEILING
A-201 THIRD AND FOURTH LEVEL REFLECTED CEILING PLANS
A-300 ROOF PLANS
A-301 GARAGES ROOF PLANS AND DETAILS
A-400 NORTH AND SOUTH ELEVATIONS (MAIN BUILDING)
A-401 EAST AND WEST ELEVATIONS (MAIN BUILDING)
A-402 NORTH AND SOUTH ELEVATIONS (GARAGES)
A-510 THRU 532, 540 AND 541 WALL SECTIONS (25 PAGES)
A-600 DETAILS
A-601 DETAILS
A-602 DETAILS
A-603 DETAILS
A-100 DOOR SCHEDULE
A-101 WINDOW SCHEDULE

STRUCTURAL DRAWINGS:

S11 FOUNDATION PLAN
S12 SECOND FLOOR FRAMING PLAN
S13 THIRD FLOOR FRAMING PLAN
S14 FOURTH FLOOR FRAMING PLAN
S15 ROOF FRAMING PLAN
S16 GARAGE PLANS
S21 SECTIONS
S22 SECTIONS
S23 SECTIONS
S24 SECTIONS
S25 SECTIONS
S31 SCHEDULES NOTES & WIND CHART
S41 STANDARD DETAILS
S51 STRUCTURAL NOTES
M-101 PARTIAL GROUND FLOOR PLAN
M-102 PARTIAL GROUND FLOOR PLAN - GARAGE
M-103 SECOND FLOOR PLAN
M-104 THIRD FLOOR PLAN
M-105 FOURTH FLOOR PLAN
M-106 ROOF DECK FLOOR PLAN
M-501 MECHANICAL DETAILS
M-502 MECHANICAL DETAILS
M-503 MECHANICAL DETAILS
M-601 MECHANICAL SCHEDULES
M-101 MECHANICAL SPECIFICATIONS

MECHANICAL DRAWINGS:

ELECTRICAL DRAWINGS:

E-001 ELECTRICAL LEGEND
E-010 ELECTRICAL SITE PLAN
E-101 LIGHTING - PARTIAL GROUND FLOOR PLAN
E-102 LIGHTING - PARTIAL GROUND FLOOR PLAN - GARAGE
E-103 LIGHTING - SECOND FLOOR PLAN
E-104 LIGHTING - THIRD FLOOR PLAN
E-105 LIGHTING - FOURTH FLOOR PLAN
E-106 ELECTRICAL - PARTIAL GROUND FLOOR PLAN
E-107 GARAGE
E-108 ELECTRICAL - SECOND FLOOR PLAN
E-109 ELECTRICAL - THIRD FLOOR PLAN
E-110 ELECTRICAL - FOURTH FLOOR PLAN
E-111 ELECTRICAL - ROOF DECK FLOOR PLAN
E-501 ELECTRICAL DETAILS
E-502 ELECTRICAL DETAILS
E-503 ELECTRICAL DETAILS
E-504 ELECTRICAL SCHEDULES
E-601 COMMUNICATION RISER
E-602 COMMUNICATION RISER
E-603 ELECTRICAL RISER
E-604 PANELBOARD AND LOADCENTER SCHEDULES
E-101 ELECTRICAL SPECIFICATIONS

PLUMBING DRAWINGS:

P-001 PLUMBING LEGEND
P-101 GROUND FLOOR SANITARY WASTE AND VENT PLAN
P-102 GROUND FLOOR DOMESTIC WATER PLAN
P-103 SECOND FLOOR SANITARY WASTE AND VENT PLAN
P-104 SECOND FLOOR DOMESTIC WATER PLAN
P-105 THIRD FLOOR SANITARY WASTE AND VENT PLAN
P-106 THIRD FLOOR DOMESTIC WATER PLAN
P-107 FOURTH FLOOR SANITARY WASTE AND VENT PLAN
P-108 FOURTH FLOOR DOMESTIC WATER PLAN
P-201 SANITARY WASTE AND VENT RISERS
P-202 DOMESTIC WATER RISER
P-203 ROOF DRAIN RISER
P-501 PLUMBING DETAILS
P-101 PLUMBING SPECIFICATIONS
FF-001 FIRE SPRINKLER GENERAL NOTES & DETAILS
FF-002 FIRE SPRINKLER MONITORING SYSTEMS
FF-003 FIRE SPRINKLER DETAILS
FF-100 GROUND LEVEL FIRE SPRINKLER PLAN
FF-101 SECOND LEVEL FIRE SPRINKLER PLAN
FF-102 THIRD LEVEL FIRE SPRINKLER PLAN
FF-103 FOURTH LEVEL FIRE SPRINKLER PLAN
FF-500 FIRE SPRINKLER SIMPLE SECTION

FIRE PROTECTION

PROJECT DIRECTORY

CIVIL ENGINEERING:

JENSEN AND GROUP, LLC
ENGINEERING CONSULTANTS
1721 INDEPENDENCE BLVD, STE. A-3
SARASOTA, FLORIDA 34234
PH: 941.741.1400

ARCHITECT:

HALPLANTS + PICHETTE
STUDIO FOR MODERN ARCHITECTURE
1383 FIFTH STREET
SARASOTA, FLORIDA 34236
PH: 941.365.1820

LANDSCAPE ARCHITECT:

DUTY LANDSCAPE ARCHITECTS
300 SOUTH ORANGE STREET
SARASOTA, FLORIDA 34236
PH: 941.365.6530

STRUCTURAL ENGINEER:

COLLINS STRUCTURAL ENGINEERING LLC
149 GRAND OAK CIRCLE
VENICE, FLORIDA 34292
PH: 941.223.1584

MECHANICAL, PLUMBING AND

ELECTRICAL ENGINEERS:

ME3 CONSULTING ENGINEERS, LLC
1357 INTERNATIONAL PLACE, STE 101
SARASOTA, FLORIDA 34240
PH: 941.748.13619

FIRE PROTECTION ENGINEERS:

HATCHER ENGINEERING INC.
2108 W. RISK STREET
PLANT CITY, FLORIDA 33563
PH: 813.752.6900

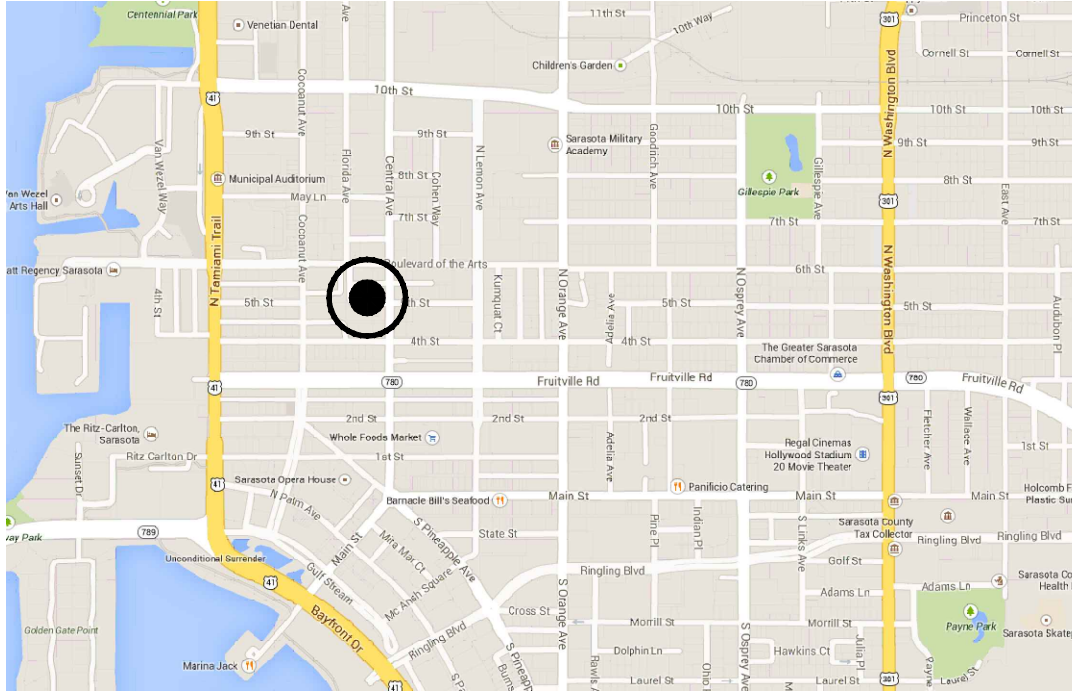
APPLICABLE CODES:

APPLICABLE CODES: ALL WORK UNDER THIS CONTRACT SHALL COMPLY WITH THE PROVISIONS OF THE SPECIFICATIONS & DRAWINGS AND SHALL SATISFY ALL APPLICABLE CODES, ORDINANCES, AND REGULATIONS OF ALL GOVERNING BODIES INVOLVED. ANY MODIFICATIONS TO THE CONTRACT WORK REQUIRED BY SUCH AUTHORITIES SHALL BE AT THE EXPENSE OF THE OWNER, SUBJECT TO THE RECEIPT OF AN AFFIDAVIT OR LETTER FROM THE GOVERNING BODY AND OWNER'S PRIOR APPROVAL. NO ADDITIONAL COST TO BE INCURRED. ALL PERMITS AND LICENSES NECESSARY FOR THE PROPER EXECUTION OF THE WORK SHALL BE SECURED AND PAID FOR BY THE CONTRACTOR INVOLVED. APPLICABLE CODES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

BUILDING & STRUCTURAL: 2010 FLORIDA BUILDING CODE &
2010 FLORIDA BUILDING CODE RESIDENTIAL
PLUMBING: 2010 FLORIDA BUILDING CODE PLUMBING
MECHANICAL: 2010 FLORIDA BUILDING CODE MECHANICAL
FUEL & GAS CODE: 2010 FLORIDA BUILDING CODE FUEL GAS
ENERGY CODE: 2010 FLORIDA BUILDING CODE ENERGY CONSERVATION
FIRE PREVENTION: 2010 FLORIDA FIRE PREVENTION CODE
ADMINISTRATIVE: 2010 FLORIDA ADMINISTRATIVE CODE
ACCESSIBILITY: 2010 FLORIDA ACCESSIBILITY CODE
ELECTRICAL: 2011 NATIONAL ELECTRICAL CODE

LOCATION MAP:

1343 4TH STREET, SARASOTA, FL 34236



DESIGNED / DRAWN BY:

HALPLANTS + PICHETTE
studio for modern architecture

1383 Fifth Street | Sarasota Florida 34236
941.365.1820 AA-26001368

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MICHAEL HALPLANTS
AR01617

PROJECT NAME / CLIENT:

VANGUARD
LOFTS

PROJECT ADDRESS:

1343 4TH STREET
SARASOTA, FL 34236

CLIENT / CONTRACTOR:

TETRA TERRA
DEVELOPMENT, LLC

DRAWING TITLE:

TABLE OF CONTENTS
LOCATION MAP
APPLICABLE CODES
PROJECT NOTES

ISSUANCES

CONCEPT REVIEW	03.19.2014
DESIGN DEV. SUB.	03.26.2014
DD REV'S / VE	04.25.2014
25% CD Review	08.21.2014
50% CD Review	10.15.2014
Permit Documents	12.12.2014

REVISIONS

1	
2	
3	
4	
5	
6	
7	
8	

STATUS:

Permit Documents

DRAWN BY:

GWM

PRINTED DATE:

Dec 01 2014 - 128 am

SHEET ID:

G-001

PROJECT ID:

14-03

SECTION 4

SUBCONTRACT FORM



IN THE EVENT SUBCONTRACTOR UNDERTAKES ANY WORK DESCRIBED HEREIN AFTER RECEIPT OF THIS AGREEMENT, THEN SUBCONTRACTOR BY SUCH ACTION SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS HEREIN WITHOUT EXCEPTION REGARDLESS WHETHER THIS SUBCONTRACT AGREEMENT IS EXECUTED OR NOT.

SUBCONTRACT AGREEMENT

SUBCONTRACT NO. «CONTRACTSCONTRACTNUMBER»

THIS AGREEMENT made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and «ToCompanyName» «AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip», (herein called "SUBCONTRACTOR").

PROJECT: «ProjectsName»

LOCATION ADDRESS: «ProjectsAddress»

OWNER: «LegalDocInfoOwner»

ARCHITECT / ENGINEER: «LegalDocInfoOwner»

SUBCONTRACT AMOUNT: «ContractsOrigValue»

SUBCONTRACT DATE: «ContractsContractDate»

CONTRACTOR'S PROJECT NUMBER: «ProjectsNumber»

COST CODE NUMBER: «ContractsCSICode»

CONTACT NAME: «ToContactDisplayName»

PHONE: «ToContactTel» FAX: «ToContactFax»

For the consideration expressed herein, CONTRACTOR and SUBCONTRACTOR do hereby covenant and agree as follows:

1. Subject to the terms and conditions contained herein, SUBCONTRACTOR agrees to provide everything required to complete and will complete in strict compliance with the Contract Documents and to the highest standards for such Workmanship in the industry, the following described items (herein referred to as the "Work") in connection with the construction of the Project.

Work Division(s): **CONTINUED ON ATTACHED EXHIBIT "A". MOREOVER, INCLUDED BUT NOT LIMITED TO THE SUBCONTRACTORS' OBLIGATIONS ARE THOSE ITEMS, TERMS, COVENANTS AND CONDITIONS AS MORE PARTICULARLY SET FORTH IN THE ATTACHED EXHIBITS A, B, C, D, E, F, G, AND H WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

In addition, as part of SUBCONTRACTOR'S Work, SUBCONTRACTOR shall furnish all labor, materials, scaffolding, equipment, machinery, tools, temporary utilities, apparatus, transportation, hoisting, insurance, bonds, staff, administration and all other items to perform and complete the Work, including also all shop drawings and samples, and shall perform all other portions of the Work either shown, connected, inferred or interrelated to such Work above described. The intent of Exhibit "A" is to provide the SUBCONTRACTOR with the practical information regarding the SUBCONTRACTOR'S scope of Work; however, inasmuch as it is neither practical nor standard to express every detail, item or requirement within the SUBCONTRACTOR'S scope of Work, it is expressly agreed that SUBCONTRACTOR is experienced and knowledgeable about such work and shall be responsible for including all items, materials, equipment and everything necessary to complete such Work functional for its intended use and purpose regardless of whether or not all such items, materials, equipment or requirements are expressed or detailed in Exhibit "A", the Contract Documents, the Plans or the Specifications. SUBCONTRACTOR having thoroughly examined the Contract Documents, hereby represents and warrants that SUBCONTRACTOR shall provide all the necessary Work required to provide a complete installation, functional for its intended use and purpose, and in strict compliance with the Contract Documents, and all applicable jurisdictional building codes or specialty codes, whether State, Local or otherwise. Should the scope of Work specified under this Agreement relate to the construction of a condominium, Florida Statute 718.203 shall apply and be in full force.

2. 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, the specifications, or addenda to the Contract Documents or Specifications, in at least 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:

General Liability	\$1,000,000	Each Occurrence	Auto Liability	\$1,000,000	Combined Single Limit
	\$1,000,000	Personal and Advertising Injury		\$1,000,000	Hired & Non-Owned Auto
	\$2,000,000	General Aggregate			
	\$2,000,000	Products – Completed Ops Aggregate	Umbrella	Required at equal to Subcontract Value if Subcontract Amount Greater than \$1,000,000	
	\$10,000	Medical Payments			

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. SUBCONTRACTOR shall provide as often as required by CONTRACTOR a certificate(s) naming the CONTRACTOR as an Additional Insured. 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. 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 Agreement in force for a period of four years after completion of the Project, or expiration of any warranties, or expiration of any applicable statute of limitations relating to such Work, whichever is greater. 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. 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. 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. 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 or the above referenced project.

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.

Should SUBCONTRACTOR fail to comply with any term, condition or provision of the above-referenced insurance requirements 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.

3. SUBCONTRACTOR shall provide and deliver to CONTRACTOR naming CONTRACTOR as Obligatee, both a Performance Bond and a Labor and Material Payment Bond. Upon request by the Contractor a Dual Obligatee 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 "G" attached, and the Subcontract Labor and Material Payment Bond shall be on a form identical to Exhibit "H" 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 the full execution hereof, but in any event, prior to commencement of any Work hereunder by SUBCONTRACTOR. CONTRACTOR reserves the right to permit SUBCONTRACTOR to begin and continue Work without waiving, altering or changing the requirement and obligation of SUBCONTRACTOR to provide said bond(s) to CONTRACTOR.

4. 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-Built's", prior to completion of 50% of its Work. Further, "As-Built's" 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.

5. 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.

6. All construction personnel shall conform to OSHA and all applicable industry safety standards imposed by the CONTRACTOR including the wearing of hard hats when requested. Failure to comply with CONTRACTOR'S directives regarding safety shall be cause for the CONTRACTOR, at his sole discretion, to cause SUBCONTRACTOR'S forces to vacate the Project site until compliance is accomplished. In the event such action becomes necessary, any delays or damages as a result shall become the responsibility of the SUBCONTRACTOR under the terms and conditions of this Agreement. Further, SUBCONTRACTOR shall submit to CONTRACTOR within ten (10) days of executing this Agreement "Material Safety Data Sheets" for all materials and chemicals to be utilized in the performance of this Agreement. Further, SUBCONTRACTOR agrees to strictly comply with all Federal OSHA Hazardous Communication Standards, including, but not limited to: (a) Label all containers of hazardous chemicals with appropriate hazard warnings; (b) Provide adequate education and training regarding the regulations and how to Work safely with hazardous chemicals.

7. The following definitions shall apply to and control all 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. SUBCONTRACTOR shall mean the above named SUBCONTRACTOR, its agents, successors and assigns and its surety under any bond(s) provided pursuant to Article Three (3) above.

D. 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.

E. 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.

F. 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.

G. 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.

H. THE CONTRACT DOCUMENTS consist of this SUBCONTRACT AGREEMENT, 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 SUBCONTRACT AGREEMENT.

8. 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 SUBCONTRACTOR'S execution or acceptance of this Agreement, 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 this SUBCONTRACT AGREEMENT. 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.

9. 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.

10. 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. 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. 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.

11. SUBCONTRACTOR shall maintain a competent and experienced superintendent or foreman on the Project 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 Meeting 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 shall be deemed a material breach of this SUBCONTRACT AGREEMENT.

12. 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 Form attached hereto as Exhibit "E" and incorporated herein by reference. Such SUBCONTRACTOR Application for Payment must be received in CONTRACTOR'S office on the 22nd of each month to be paid by the 10th day of the following month provided SUBCONTRACTOR is in full compliance with all terms and conditions of the SUBCONTRACT AGREEMENT. The SUBCONTRACTOR'S Application for Payment shall be accompanied by valid fully executed lien and bond waivers utilizing only the CONTRACTOR'S Form Release (attached hereto as Exhibit "F") 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 Release Form attached hereto as Exhibit "F") 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

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 this 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 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 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.

13. 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 or the CONTRACTOR'S Project Manager for the Project.

14. 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 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 form attached hereto as Exhibit "F") 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 12 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.

15. 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; (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. 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.

16. Notwithstanding any other provision, 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.

17. 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 Project is fully completed and accepted by the OWNER, and Final Payment is issued.

18. Neither the payments herein required to be paid to SUBCONTRACTOR, 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.

19. 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; (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 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 affects 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 the Work provided for herein, 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 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 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. In addition, should any of the above events 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 to any claims, set offs, damages, expenses, costs or attorneys fee for any breach of this or any other Agreement with SUBCONTRACTOR. The parties agree as specific consideration, it is the intent of the parties that the SUBCONTRACTOR'S breach of any other Agreement with CONTRACTOR is a material breach of this Agreement and shall enable the CONTRACTOR, to withhold payment under this SUBCONTRACT, and to exercise all of the rights and remedies available to CONTRACTOR under this SUBCONTRACT.

20. SUBCONTRACTOR agrees to comply with all municipal, State and Federal laws and ordinances, all Federal OSHA and EEO 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 herein. 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.

21. CONTRACTOR shall not be liable to the SUBCONTRACTOR for any delay, loss of efficiency, interruption, acceleration, loss of productivity or the like as a result of fire, casualty, labor, dispute, riots, strikes, acts of God, or on the account of any circumstances caused or contributed to by SUBCONTRACTOR, or as a result of any act, neglect or fault of the OWNER, ARCHITECT, ENGINEER or CONTRACTOR. Should SUBCONTRACTOR be delayed or negatively impacted in the prosecution of its Work by any act, neglect or fault of the CONTRACTOR, OWNER, ENGINEER or ARCHITECT or by any other event, then SUBCONTRACTOR'S sole remedy shall be an extension of time without compensation for SUBCONTRACTOR to complete its Work pursuant to the terms of this Agreement; however, no time extension shall be given by CONTRACTOR and further SUBCONTRACTOR waives any entitlement to an extension, unless and until and as a condition precedent, a written claim therefore is presented in writing to CONTRACTOR by the SUBCONTRACTOR within seventy-two (72) hours of the beginning of the delay or disruption, or the condition giving rise to the delay or disruption, whichever shall first occur. The SUBCONTRACTOR agrees that its claim for an extension of time to complete its Work shall be its sole and exclusive remedy. In the event SUBCONTRACTOR is entitled to an extension of time, the SUBCONTRACTOR shall under no circumstance be entitled to any additional compensation, consideration, payment, expense, cost or damage associated with the extension of time.

22. 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. 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.

23. 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.

24. 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 is attached hereto as Exhibit "C". 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 remains 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.

25. 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.

26. 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.

27. 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 or 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 SUBCONTRACT AGREEMENT shall in any way be construed or considered as an attempt by SUBCONTRACTOR or CONTRACTOR to limit or shorten any applicable statutes or 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.

28. This contract, including the terms and conditions contained herein, embodies 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.

29. Notices shall be deemed proper and valid for purposes hereunder if sent by 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.

30. The CONTRACTOR reserves the right to terminate this Agreement and all rights and obligations hereunder, 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, 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 this Agreement. In the event CONTRACTOR shall terminate this Agreement 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, attorney's 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.

31. 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.

32. 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.

33. 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, attorney's 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 attorney's 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 are limited to either:

(1) an amount equal to the total Subcontract Amount; 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:

A. 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.

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:

i. the indemnitor(s);

ii. any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees; or

iii. 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 this paragraph 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 addition, the duty to defend under the provisions is 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.

34. All terms, conditions, stipulations, covenants, promises and agreements contained in this SUBCONTRACT AGREEMENT 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.

35. 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 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 all terms and conditions herein.

36. 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 Sarasota 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 attorney's fees, paralegal fees and court costs, should suit be commenced by either party.

37. The additional miscellaneous terms, provisions, and conditions set forth in Exhibit "D" shall be incorporated herein by reference, and shall be a part of this SUBCONTRACT AGREEMENT. The miscellaneous terms, provisions, and conditions set forth in Exhibit "D" is solely to supplement the SUBCONTRACT AGREEMENT; however, should any terms, provisions or conditions set forth in Exhibit "D" be deemed to be in conflict or inconsistent with the provision set forth in the SUBCONTRACT AGREEMENT, it is understood and agreed that the SUBCONTRACT AGREEMENT shall control the terms set forth in Exhibit "D".

CROWLEY SERVICES, INC.

SUBCONTRACTOR: «ToCompanyName»
FED ID #: «FederalIDNo»

By: _____
Signature Dated

Wm. Dean Crowley, President

By: _____
Signature Dated

EXHIBIT "A"

SUBCONTRACT NO. «CONTRACTSCONTRACTNUMBER»

THIS AGREEMENT made and entered into between CROWLEY SERVICES, INC., 3301 Whitfield Avenue, Sarasota, FL, 34243, (herein called "CONTRACTOR") and «ToCompanyName» «AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip», (herein called "SUBCONTRACTOR").

PROJECT:	<u>«ProjectsName»</u>	LOCATION ADDRESS:	<u>«ProjectsAddress»</u>
OWNER:	<u>«LegalDocInfoOwner»</u>	ARCHITECT/ ENGINEER:	<u>«LegalDocInfoArchName»</u>
CONTRACTOR'S PROJECT NUMBER:	<u>«ProjectsNumber»</u>	CONTRACTOR'S COST CODE NUMBER:	<u>«ContractsCSICode»</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1 The Work shall include everything necessary to complete all the «ContractsDescription» Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by «LegalDocInfoArchName» including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2 The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1
 - 1.2.2 And all other items, materials, equipment, hardware, and everything inferred, connected, interrelated, or required to complete such Work and be functional for its intended use and purpose regardless of whether or not all such items, materials, equipment, hardware, or requirements are specifically expressed or detailed above.
 - 1.2.3 .
- 1.3 The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1 NONE.
- 1.4 The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT “B”

«CONTRACTS		CONTRACTNUM
SUBCONTRACT NO.	BER»	

SPECIFICATIONS AND PROJECT DRAWINGS

«ProjectsName»

Project #«ProjectsNumber»

EXHIBIT “C”

«CONTRACTS CONTRACTNUM	
SUBCONTRACT NO.	BER»

CONTRACTOR’S ORIGINAL PROJECT SCHEDULE

«ProjectsName»

Project #«ProjectsNumber»

EXHIBIT "D"

«CONTRACTS CONTRACT N SUBCONTRACT NO. UMBER»

THIS AGREEMENT made and entered into between CROWLEY SERVICES, INC., 3301 Whitfield Avenue, Sarasota, FL, 34243, (herein called "CONTRACTOR") and «ToCompanyName», «AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip», (herein called "SUBCONTRACTOR").

PROJECT:	<u>«ProjectsName»</u>	LOCATION ADDRESS:	<u>«ProjectsAddress»</u>
OWNER:	<u>«LegalDocInfoOwner»</u>	ARCHITECT / ENGINEER:	<u>«LegalDocInfoArchName»</u>
CONTRACTOR'S PROJECT NUMBER:	<u>«ProjectsNumber»</u>	CONTRACTOR'S COST CODE NUMBER:	<u>«ContractsCSICode»</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #37: (Miscellaneous Provisions):

- 37.1 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.
- 37.2 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.
- 37.3 SUBCONTRACTOR agrees that all layout and survey Work required to perform the Work is included.
- 37.4 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.
- 37.5 SUBCONTRACTOR is responsible for their own fire safing compliance and/or caulking as required by the Contract Documents and/or applicable codes. All penetrations shall be thoroughly and properly sealed.
- 37.6 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.
- 37.7 SUBCONTRACTOR shall not post any sign, advertisement or commercial message on the Project site.
- 37.8 SUBCONTRACTOR is responsible for providing all necessary access doors/panels for your Work, including those not shown on the Contract Documents.
- 37.9 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.
- 37.10 All trailers, storage facilities and office locations must be approved by CONTRACTOR.
- 37.11 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.
- 37.12 All communication to the Architect, Owner, or Engineers shall be through CONTRACTOR.
- 37.13 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.
- 37.14 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.
- 37.15 SUBCONTRACTOR shall provide CONTRACTOR with the name and telephone numbers of key personnel with cell phones and private ID numbers.

- 37.16 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 Plans and Specifications, that particular section shall pertain to and be included in the SUBCONTRACTOR'S Scope of Work, and SUBCONTRACTOR shall be responsible to CONTRACTOR to fully perform, satisfy and comply with all such Work, obligations and requirements.
- 37.17 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 such tests, studies, soils, data, reports or information.
- 37.18 Prior to executing the SUBCONTRACT AGREEMENT, the SUBCONTRACTOR has carefully studied and compared each of the Contract Documents with the other Contract Documents, acknowledges that SUBCONTRACTOR is an expert knowledgeable and experienced in the Work which is included in the SUBCONTRACT AGREEMENT, and has reported to the CONTRACTOR in writing any error, inconsistency or omission related or involving SUBCONTRACTOR'S Work as well as any constructability issues or problems. 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 Plans and Specifications, Drawings, and Contract Documents 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.
- 37.19 SUBCONTRACTOR agrees to protect its 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.
- 37.20 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 form (AIA G703) or such other forms requested by CONTRACTOR, 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 three (3) business days. Failure of SUBCONTRACTOR to provide a proper and timely S.O.V. shall be deemed a material breach of this SUBCONTRACT AGREEMENT.
- 37.21 Any pricing requested throughout the duration of the Project shall be responded to with complete justification within ten (10) working days (unless notified otherwise) of receipt of the request. Failure to do so shall be deemed a material breach of this SUBCONTRACT AGREEMENT. Under no circumstances shall the SUBCONTRACTOR price any changes in the work at a higher rate than ten percent for overhead and profit over the actual cost of the work.
- 37.22 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one 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.
- 37.23 SUBCONTRACTOR shall be responsible for all shipping, receiving, unloading, handling, inventorying, distribution, storage, and protection and cleaning of his materials. All deliveries shall be scheduled with CONTRACTOR'S Project Superintendent forty-eight (48) hours prior to scheduled delivery.
- 37.24 The CONTRACTOR and SUBCONTRACTOR recognize the difficulties involved in proving in any legal proceeding the actual costs, losses, damages and impact to CONTRACTOR associated with the SUBCONTRACTORS' failure to timely perform and/or complete its scope of Work. The parties acknowledge that the CONTRACTOR may amend or modify the Project Schedule; however, the parties further acknowledge and agree that although the actual date the SUBCONTRACTOR is able to commence its Work may change, the SUBCONTRACTOR will be

given the full Duration of Time as set forth in the Contractor's Original Project Schedule to perform and Complete its Work, or any portion thereof. Further, the SUBCONTRACTOR is under an obligation to timely notify the CONTRACTOR in writing if the SUBCONTRACTOR is delayed or impacted in the performance of its Work by other causes or Excusable Delays. Accordingly, in the event the SUBCONTRACTOR fails to perform its' Work, or portion thereof, within the Duration of Time set forth in the Contractor's Original Project Schedule, and the SUBCONTRACTOR has not obtained an extension of time from the CONTRACTOR as a result of SUBCONTRACTOR providing timely written notice of an Excusable Delay to the CONTRACTOR as required by the SUBCONTRACT AGREEMENT, then in that event, for the first fifteen (15) days the SUBCONTRACTOR'S Work extends beyond the Duration of Time set forth in such Schedule, the SUBCONTRACTOR shall be liable to the CONTRACTOR in the amount of Two Hundred Fifty Dollars (\$250.00) per day as an agreed Liquidated Damages caused by SUBCONTRACTOR'S failure to perform and Complete its Work within the Duration of Time set forth in the Subcontract Agreement. In the event the SUBCONTRACTOR fails to perform its' Work, or portion thereof, within the Duration of Time set forth in the Contractor's Original Project Schedule, and such failure extends more than fifteen (15) days beyond the Duration of Time in such Schedule, then in that event, for each day beyond the first fifteen (15) days the SUBCONTRACTOR'S Work extends beyond the Duration of Time set forth in such Schedule, the SUBCONTRACTOR liability to the CONTRACTOR shall be increased to Five Hundred Dollars (\$500.00) per day as an agreed Liquidated Damage. Such agreed Liquidated Damage Amount is acknowledged to be a reasonable estimate of the actual damages, losses, costs, loss of productivity, loss of efficiency, consequential damages from delay, and such other damages as described in portions of paragraph 10 and 19 of the Subcontract relating to time driven damages, which CONTRACTOR would suffer for the SUBCONTRACTORS' material breach by failing to timely Complete its' Work as set forth herein. Such amount of Liquidated Damages is agreed to not be deemed a penalty.

- 37.25 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 in accordance with Article 11.
- 37.26 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 seven (7) calendar days.
- 37.27 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 every difference and all such deviations 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.
- 37.28 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 ten (10) calendar days of notice from CONTRACTOR and shall require expedient completion within ten (10) calendar days to allow CONTRACTOR to prepare their punch list.
- 37.29 SUBCONTRACTOR shall provide sufficient personnel dedicated to accomplish the punch list provided by the CONTRACTOR within ten (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.
- 37.30 SUBCONTRACTOR shall provide training of facility staff on the maintenance and operation of systems and equipment within SUBCONTRACTOR'S Scope of Work.
- 37.31 SUBCONTRACTOR shall notify CONTRACTOR forty-eight (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.
- 37.32 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.
- 37.33 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.

- 37.34 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.
- 37.35 SUBCONTRACTOR shall provide and install any danger signs, barricades, barriers, enclosures, etc. warning and protecting against hazards relating to the SUBCONTRACTOR'S Work.
- 37.36 SUBCONTRACTOR shall comply with CONTRACTOR'S drug program including mandatory testing after an accident.
- 37.37 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 except representing a small fraction of the fines imposed by OSHA. 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.
- 37.38 In the event Owner or CONTRACTOR elects to use, follow, create or implement any Direct Purchase Order program, policy, or right (more commonly referred to as "DPO Program"); then in that event SUBCONTRACTOR hereby agrees to fully participate in such DPO Program as required by the CONTRACTOR or the Contract Documents. SUBCONTRACTOR shall fully assist CONTRACTOR to successfully implement and comply with the DPO Program, and will timely and promptly furnish CONTRACTOR all information, material requirements, supplier's names, material costs, and related data as requested by CONTRACTOR. The SUBCONTRACTOR further agrees to fully cooperate with Owner or CONTRACTOR, and shall promptly furnish and execute such documents, change orders, and related papers as requested by CONTRACTOR to use, follow or implement the DPO Program.

Project # «ProjectsNumber»

ver. 10/29/2012

SUBCONTRACTOR RELEASE

«ProjectName»

Project #«ProjectsNumber»

SUBCONTRACTOR PARTIAL / FINAL RELEASE

THE UNDERSIGNED, Lienor / Claimant for the consideration of payment in the amount of \$ _____, the value, receipt and sufficiency of such consideration is being hereby agreed, acknowledged and accepted by Lienor / Claimant, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, unconditionally, irrevocably, freely, and knowingly waive, relinquish, release and forever discharge the following described real property, to-wit:

PROJECT NO : _____ NAME : _____
ADDRESS : _____

(the Property), And further, does hereby waive, relinquish, release and forever discharge the Owner, the Construction Manager, and the Contractor, as well as their Sureties, of and from any and all claims, demands, damages, 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; statutory or otherwise), extras, delays, changes, extensions and all causes of action whether at law or in equity, known or unknown, of any kind or nature whatsoever (hereinafter "Claims"), from the beginning of this Project through and including the Effective Date hereof which arises out of, relates to or involves Lienor/Claimant or the labor, services, materials, equipment and supplies Lienor/Claimant performed, fabricated or furnished, whether directly or indirectly, for the benefit of the Project, the Property, the Owner, the Construction Manager or the Contractor. Lienor / Claimant further represents and warrants to CONTRACTOR, as an inducement for the consideration set forth herein and for other consideration the receipt and sufficiency of which is hereby acknowledged and accepted, that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors of every tier who furnished, performed or supplied labor, services, materials, equipment and supplies to or for the benefit of the Project, the Property, Lienor / Claimant, the Owner, or the Contractor from the beginning of the Project through and including the Effective Date hereof, have been paid in full.

☐ THIS RELEASE IS FINAL THROUGH THE EFFECTIVE DATE: This Release is full, final and complete for all labor services, materials, equipment and/or supplies through and including the _____ day of _____ (herein "Effective Date"), whether or not their reasonable value is represented by the consideration or payment set forth above.

☐ THIS RELEASE IS FINAL RELEASE FOR THE PROJECT: This Final Release is full, final and complete for all labor services, materials, equipment and/or supplies ever furnished, provided or performed for the Project or for the benefit of the Owner, the Construction Manager, the Contractor, or any other person, corporation, company or entity, without exception, whether or not their reasonable value is represented by the consideration or payment set forth above.

As an inducement for such consideration, the undersigned further warrants and represents that all materials, supplies and work furnished are new and of good quality, free from defects, and are in accordance with the Contract Documents, 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 and in compliance with the Standards set forth in 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 _____, _____.

By:

Title:

Sworn to and subscribed before me this _____ day of _____, 20____.

(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:

EXHIBIT "G"

SUBCONTRACT NO.	«CONTRACTS CONTRACT NUMBER»
------------------------	------------------------------------

SUBCONTRACT PERFORMANCE BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that _____ «To Company Name»

(Full legal name and address of Subcontractor)

«Addresses Address1», «Addresses City», «Addresses State» «Addresses zip»

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

as Surety, hereinafter called "SURETY" are held and firmly bound unto Crowley Services, Inc., 3301 Whitfield Avenue, Sarasota, FL, 34243 as Obligee, hereinafter called "OBLIGEE", in the amount of «Contracts Notes» and 00/100 Dollars («Contracts Orig Value») 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 «Contracts Contract Date» entered into a Subcontract Agreement with OBLIGEE for the Project known as «Projects Name» located at «Projects Address» 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, costs, expenses, delays, and attorney's fees as well as all damages and Claims as are more particularly described in the SUBCONTRACT, including appellate attorney's fees, which said OBLIGEE may sustain or incur, 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, change or extension to the SUBCONTRACT, and any amendment, alteration, or extension of time made by or through the OBLIGEE.

WHENEVER PRINCIPAL shall 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, losses, damages, Claims and attorney's fees associated, caused or resulting therefrom; and further, SURETY shall fully complete the SUBCONTRACT in accordance with its terms, requirements and obligations; and SURETY shall also promptly and fully Indemnify and save harmless the OBLIGEE of and from any and all loss, costs,

expenses, losses, judgments, awards, consequences, delays, damages, attorney's fees and Claims including without limitation, all damages and Claims 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.

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 promptly agreed in writing to unconditionally and irrevocably remedy and cure the PRINCIPAL'S default pursuant to 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

«ToCompanyName»

(Principal's name printed)

(Witness)

(Principal's signature as its _____)

(Seal)

(Surety's name printed)

(Witness)

(Surety's signature as its _____)

(Seal)

EXHIBIT "H"

SUBCONTRACT NO.	«CONTRACTS CONTRACT NUMBER»
-----------------	-----------------------------

SUBCONTRACT PAYMENT BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that _____ «ToCompanyName»

(Full legal name and address of Subcontractor)

«AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip»

as Principal, hereafter called "PRINCIPAL" and _____

(Full legal name and address of Surety)

as Surety, hereinafter called "SURETY" are held and firmly bound unto Crowley Services, Inc., 3301 Whitfield Avenue, Sarasota, FL, 34243 as Obligee, hereinafter called "OBLIGEE", in the amount of «ContractsNotes» and 00/100 Dollars («ContractsOrigValue») 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 «ContractsContractDate» entered into a Subcontract Agreement with OBLIGEE for the Project known as «ProjectsName» located at «ProjectsAddress» 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 and obtain valid and binding Releases from 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 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. Any reference to Release shall be as defined in the SUBCONTRACT.

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 instruments 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 promptly agreed in writing to unconditionally and irrevocable remedy and cure the PRINCIPAL'S default, and issues payments to the Claimants pursuant to its obligations under this Bond. In addition, after satisfying such conditions precedent, 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

«ToCompanyName»

(Principal's name printed)

(Witness)

(Principal's signature as its _____)

(Seal)

(Surety's name printed)

(Witness)

(Surety's signature as its _____)

(Seal)

SECTION 5

INSURANCE REQUIREMENTS



SUBCONTRACTOR • VENDOR INSURANCE GUIDELINES

"SAMPLE CERTIFICATE" FOR CROWLEY SERVICES, INC CGC1511695



CERTIFICATE OF LIABILITY INSURANCE

Date xx/xx/xxxx

PRODUCER

SAMPLE CERTIFICATE

THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Subcontractor's legal name (which will appear on Contract Documents).

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <hr/> <input checked="" type="checkbox"/> CONTRACTUAL <input checked="" type="checkbox"/> XCU LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	REQUIRED			EACH OCCURRENCE	\$1,000,000
					DAMAGES TO RENTED PREMISES (Ea Occurrence)	\$50,000
					MED EXP (Any 1 person)	\$10,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PROD – COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	REQUIRED			COMBINED SINGLE LIMIT (Each accident)	\$1,000,000
					BODILY INJURY (Per person)	
					BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per Accident)	
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH Occurrence	
					AGGREGATE	
	WORKER'S COMPENSATION & EMPLOYER'S LIABILITY THE PROPRIETOR – PARTNERS – EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCLUDED <input type="checkbox"/> NOT INCLUDED	REQUIRED			<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$100,000
					EL DISEASE – POLICY LIMIT	\$500,000
					EL DISEASE – EACH EMPLOYEE	\$100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO DEDUCTIBLES OR RETENTIONS).

The Certificate Holder is named as Additional Insured with respect to work performed by the Named Insured. Additional Insured applies to General Liability. All Endorsements and Waivers of Subrogation are to be included with this certificate.

CERTIFICATE HOLDER

Crowley Services, Inc.
3301 Whitfield Avenue
Sarasota, FL 34243

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SECTION 6

SCOPES OF WORK (BID PACKAGES)

02A:	Site Construction
02B:	Landscape and Irrigation
03A:	Concrete
03B:	Hollow Core Planks
04A:	Masonry
05A:	Structural Steel
05B:	Misc. Steel & Railings
5C:	Light Gauge Metal Framing & Sheathing
06A:	Cabinetry
06B:	Rough Carpentry
06C:	Finish Carpentry
06D:	Countertops
07A:	Roofing
07B:	Waterproofing and Dampproofing
07C:	Insulation
08A:	Hollow Metal Doors & Hardware
08B:	Glass & Glazing
08C:	Shower Enclosures
08D:	Sectional Garage Doors
09A:	Drywall
09B:	Cementitious Plaster
09C:	Tile & Vinyl Plank



SECTION 6 (Continued) SCOPES OF WORK (BID PACKAGES)

09D:	Painting
09E:	Final Cleaning
14A:	Elevator
15A:	Plumbing
15B:	Heating, Ventilation & Air Conditioning
15C:	Fire Sprinklers
16A:	Electrical



EXHIBIT "A"

02A - SITEWORK

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **02A: Sitework** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide all surveying and layout for all permanent improvements including items such as walkways, concrete sidewalks, paving, utilities, topographic grade, etc. Signed and sealed as-built drawings include all improvements and underground work in the scope of work. The Surveyor shall include 2 (two) finish grade stakings. Include all bronze identification discs required for layout.
 - 1.2.2. SUBCONTRACTOR Scope of Work includes, but is not limited to all earthwork; clearing; grubbing, excavations (other than for M.E.P. trades); back filling; compaction; import fill (if required); borrowed fill; removal of excess material if any; erosion control; silt fencing; dust control; curbing; grading; top soils; base work; paving; pavement markings, wheel stops; and signs for roadways.
 - 1.2.3. SUBCONTRACTOR Scope of Work includes all utilities (domestic water, storm water, sanitary) sewer to the buildings connection points identified on the mechanical and plumbing plans and or specified herein including all valves, pipe, excavations, backfilling, compaction, thrust blocks, miter ends, fire hydrants, valve boxes, grates, storm vault structures, structures, cleanouts, manholes, taps, tie-ins, apparatus, etc., for complete operable systems. Connect to existing tee for domestic and sanitary services.
 - 1.2.4. Furnish and install all erosion control including but not limited to: Silt fence, sod, hay bales, temporary berms, etc. where indicated. Include all sod where required. Include the removal of all temporary berms and erosion control devices when directed by the CONTRACTOR. Maintain all erosion control measures throughout the duration of the project.
 - 1.2.5. Furnish and install temporary water service at specified locations on the jobsite. Provide one inch lines w/ double hose bibs at the beginning of the three cul-de-sacs, three total. Use of this water is intended for minor construction applications. Any major consumption of water shall be provided by and paid for by the SUBCONTRACTOR requiring the water.
 - 1.2.6. Furnish and install all tree barricades and maintenance of barricades for duration of project where required.
 - 1.2.7. Furnish and install all wiring and tracer wiring required with the utility systems for operation.

- 1.2.8. Provide a concrete sidewalk from parking lot to both entrances of the Community Center.
- 1.2.9. Include two (2) final grades around building areas. Provide one final site dress when directed by CONTRACTOR.
- 1.2.10. Domestic waterlines are included to within five feet (5'-0") of each building.
- 1.2.11. Include all underground and site fire hydrants and backflow preventers (BFP) in conjunction with the main water line. Blow off assemblies, meter housings, etc. to provide a complete and operable system to within five feet (5'-0") of each building..
- 1.2.12. Complete and operable sanitary sewer system services shall be terminated to within five feet (5'-0") of each building. Include one cleanout per dwelling unit at the street curb line.
- 1.2.13. Include all required tapping of existing lines and manholes, temporary piping and coordination to maintain service to the existing Lift Station.
- 1.2.14. Include all backfill behind curbs to be held down 2" from the top of the curb.
- 1.2.15. Include all necessary epoxy coating and brickwork associated with manholes and cone sections.
- 1.2.16. Miscellaneous site concrete work associated with utilities. (i.e. meter and BF pads, thrust blocks [if required], etc.)
- 1.2.17. All sweeping, cleaning, and preparation required to the final lift of asphalt is the responsibility of this SUBCONTRACTOR. This includes all required saw cutting, tie-in to existing pavement sections, etc.
- 1.2.18. Testing for paving, base, and compaction are by the CONTRACTOR; however, failed tests will be paid by this SUBCONTRACTOR. Pressure test, bacteriology, chlorination, and flushing, shall be a part of this Contract.
- 1.2.19. SUBCONTRACTOR shall include maintenance and grading during the course of construction to keep laydown, staging, and travel areas accessible.
- 1.2.20. Bring building pad elevations up to three (3) inches below finished floor. Building pads to be ready within 14 calendar days of commencement of work.
- 1.2.21. All import fill (if required) must be tested for radon before bringing it on to the project site. If radon is detected then the fill cannot be used for this project.
- 1.2.22. SUBCONTRACTOR is responsible for protection, maintenance, and marking of valves, catch basins, clean-outs, etc., throughout the duration of the project. Mark with a 10' 4x4 post painted fluorescent green. Damage to work by others as a result of inadequate marking shall be repaired by this SUBCONTRACTOR at no cost. SUBCONTRACTOR shall provide and maintain erosion control to keep sand and dirt away from the catch basins and grade inlets. SUBCONTRACTOR shall be responsible for any and all siltation entering the storm water system and any on-site or off-site drainage areas.
- 1.2.23. SUBCONTRACTOR shall take any required field measurements to insure the proper execution of the work and report any errors, inconsistencies, or omissions to the CONTRACTOR prior to continuation of work.
- 1.2.24. All material furnished and installed by this SUBCONTRACTOR shall conform to applicable codes.
- 1.2.25. SUBCONTRACTOR agrees to furnish scaffolding, crane, hoisting, rigging, signaling, unloading, handling, unpacking, onsite and offsite transportation, etc. of all materials and services necessary for this scope of work. SUBCONTRACTOR further agrees to provide the delivery and erection of all necessary equipment and apparatus on the project site.
- 1.2.26. Storage and staging areas will be designated by CONTRACTOR.
- 1.2.27. SUBCONTRACTOR is responsible to repair damage to roads, curbs, sidewalks, etc. caused by this SUBCONTRACTOR.
- 1.2.28. SUBCONTRACTOR shall provide and maintain protection of adjacent surfaces and finishes by other sub-trades throughout the performance of this contract.
- 1.2.29. SUBCONTRACTOR shall provide his own flood and/or spot lighting should he elect to work

beyond daylight hours.

- 1.2.30. Excavation, backfill, and dewatering associated with this scope (i.e. retention ponds, sanitary sewer, if required, etc.) for this scope of work and grading to + or - one-tenth of one foot ($\pm 0.10'$) (Import and export as required).
- 1.2.31. All roads, drives and parking areas as well as building pads are to be constructed in lifts as specified and to receive a proof roll prior to the placement of fill, monitored during this proof roll, and proof rolled and monitored at the completion of construction of the building pads and pavement areas in order to achieve 98% modified proctor.
- 1.2.32. Provide pad prep and original site rough grade, and final dress prior to landscaping, when directed by CONTRACTOR. All building pads must be provided within \pm one tenth of one foot ($\pm 0.10'$) of finished grade.
- 1.2.33. Include all scope related permits including but not limited to Right of Way permits (ROW) and maintenance of traffic (MOT).
- 1.2.34. Coordination of road or utility work at the existing Roadway, or any phase that affects the flow of public traffic or on-going construction must be coordinated with the CONTRACTOR and notice must be provided to the CONTRACTOR a minimum of 72 hours before this construction commences. The above mentioned coordination will require the involvement of the local AHJ for the scheduling and phasing of this work.
- 1.2.35. SUBCONTRACTOR will comply with the Stormwater Pollution Prevention Plan (SWPPP), Best Management Practices (BMP), NPDES and the maintenance of these plans, logs, and reports during construction of project.
- 1.2.36. Coordinate with all proper authorities and jurisdictions for underground utility locates, prior to all excavation and/or digging.
- 1.2.37. Locate and protect all existing utilities, crossings, etc. prior to excavation, cutting, etc.
- 1.2.38. All remaining suitable fill material is to be placed in one location on-site as determined by the Owner and is the Owner's property.
- 1.2.39. Verify invert location of all utilities from the building by others if they have been installed prior to the commencement of SUBCONTRACTOR'S scope of work. This invert elevation must be provided to the CONTRACTOR in writing, prior to the commencement of SUBCONTRACTOR'S scope of work. Notify CONTRACTOR of the as-built invert elevation of all utilities once this scope is complete if SUBCONTRACTOR'S scope of work is installed prior to the building underground.
- 1.2.40. Provide all trench boxes and comply with trench box safety act when the conditions require the use of a trench box.
- 1.2.41. Include any utility conflicts or relocations necessary as noted or discovered in the review of the drawings. Clarification of any conflicts discovered during the review of the drawings that are not noted on the drawings but require a method of correction is considered to be included.
- 1.2.42. Should the SUBCONTRACTOR store material on-site then the SUBCONTRACTOR shall be responsible for storage, loss, damage, etc. Whether the OWNER has paid for the material or not.
- 1.2.43. All unsuitable or unsatisfactory soil material as determined by the testing laboratory or Civil Engineer of Record, is the responsibility of this SUBCONTRACTOR. These materials shall be removed from the site and replaced with suitable material per the trench and backfill notes on the civil drawings.
- 1.2.44. Will provide own labor force for daily clean up of own debris as directed by CONTRACTOR. This includes, but is not limited to, street sweeping, maintaining sidewalks, parking lot, drive and street access, to keep these areas free of debris during this scope of work to the satisfaction of the CONTRACTOR and the OWNER.
- 1.2.45. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.2.46. CONTRACTOR shall provide Dumpsters for construction debris (pallets shall be not placed in

dumpsters, SUBCONTRACTOR shall remove their pallets from jobsite), Port-o-let toilets, and potable water – See attached Site Logistics Plan. SUBCONTRACTOR to provide own power requirements via generator power and has included necessary extension cords and hoses.

- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

02B – LANDSCAPE &. IRRIGATION

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State}, {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **02b: Landscape and Irrigation** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Coordinate installation of irrigation sleeves with the Sitework Subcontractor
 - 1.2.2. Surveying and layout for all landscape and irrigation. Control lines and benchmarks will be provided by the surveyor.
 - 1.2.3. Fine grading, additional topsoil and soil preparation as required to properly install sod and landscaping.
 - 1.2.4. Replace sod at temporary construction entrance at completion of the project.
 - 1.2.5. Include additional sodding at construction trailer location to stabilize site once the trailers are demobilized. See site utilization plan.
 - 1.2.6. Unless otherwise indicated, the SUBCONTRACTOR is responsible for the repair of any existing lawn areas disturbed during the construction process.
 - 1.2.7. The SUBCONTRACTOR is responsible for the irrigation of all lawn areas on the project, including those not covered by an irrigation system.
 - 1.2.8. The SUBCONTRACTOR is responsible for the contract growing of all plant materials indicated on the plans that the SUBCONTRACTOR cannot guarantee to be available at the time of the project installation.
 - 1.2.9. Include a complete irrigation system, including the pump station, controls, sprinkler heads, drip lines, etc.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

03A - CONCRETE

This Agreement made and entered into between CROWLEY SERVICES, INC., a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **03A: Concrete** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install a complete "turn-key" concrete project including but not limited to slabs, footers, Floor depressions, columns, beams, hollow core topping, and concrete driveways.
 - 1.2.2. Furnish and install all concrete placing equipment.
 - 1.2.3. Furnish and install all rebar, wire mesh, & accessories for the concrete package only.
 - 1.2.4. Furnish and install all formwork, stripping, finishing, etc.
 - 1.2.5. Furnish and install concrete related items such as vapor barriers, curing methods, expansion material, keyways, control, isolation and expansion joints, molded expansion fillers, fastening devices etc.
 - 1.2.6. Furnish and install anchor bolts for sill plates.
 - 1.2.7. Furnish concrete w/ WWF for driveways.
 - 1.2.8. Install all embedded items supplied by others, such as Simpson anchors for pressure treated wood porch posts.
 - 1.2.9. Provide all saw-cutting for concrete work. Provide saw cut joints in slab on grade per building. Provide vertical and horizontal saw cuts in driveways.
 - 1.2.10. Provide all fine grading and compaction for slab on grade.
 - 1.2.11. Garage floors to receive a smooth trowel finish.
 - 1.2.12. Include all soil poisoning for slab on grade and footers.
 - 1.2.13. Include all asphalt cutting at the intersection of the concrete driveways to asphalt surfaces.
 - 1.2.14. Include all layouts and staking for own work, from CONTRACTOR'S benchmark.
 - 1.2.15. Allow access and sufficient time for the layout and installation of sleeves, box-outs, and under slab rough-ins required by other trades.
 - 1.2.16. Floors are to be finished so that a 10' straight edge will not have any gaps under it greater than ¼". Nor will it have any high spots that will "teeter" the end of the straight edge more than ¼". All other floors to be finished flat & level per specifications & ACI standards for the intended use of that floor.

- 1.2.17. Concrete truck wash out of grout material on site is permitted only if the SUBCONTRACTOR has provided for a separate dumpster for the removal of this material and also includes the placement of the wash outs into their own dumpster.
- 1.2.18. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.2.19. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.2.20. SUBCONTRACTOR shall assist in the execution of this process and coordination with suppliers.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4 The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

Subcontractor Initials _____

Contractor Initials _____

EXHIBIT "A"

03B – HOLLOW CORE PLANK

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **03B: Hollow Core Planks** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Engineered shop drawings.
 - 1.2.2. Coordination of penetrations by other trades.
 - 1.2.3. Hoisting.
 - 1.2.4. Temporary shores
 - 1.2.5. OSHA safety requirements.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Concrete topping.
 - 1.3.2. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

04A - MASONRY

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **04A: Masonry** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide all submittal data required to perform this work within 14 days from CONTRACTOR's letter of intent. Partial submittals will be rejected. Begin fabrication and provide delivery three (3) weeks from architect's/engineer's initial review. The time frame indicated for fabrication and delivery will begin the day architect/engineer issues their review. It is SUBCONTRACTOR's responsibility to make corrections, revisions, and modifications to the submittal data and resubmit this package within the timeframe indicated above. In other words, the days/weeks indicated for fabrication and delivery include all re-submittals required. Additional days will not be granted beyond the timeframes indicated above.
 - 1.2.2. Provide CONTRACTOR with all OSHA required MSDS information for materials used on this project prior to commencing.
 - 1.2.3. This scope of work includes, but is not limited to the following: concrete masonry and brick units, masonry reinforcement (both horizontal and vertical), mortar and grout, flashings and accessories, and foamed-in-place insulation.
 - 1.2.4. The SUBCONTRACTOR shall also be responsible for, but not limited to the following:
 - 1.2.4.1. Include mock up for review and approval prior to start of work.
 - 1.2.4.2. Distribute and install hollow metal frames within masonry work. Provide any required coatings and/or grouting of hollow metal frames within masonry work.
 - 1.2.4.3. Include all patching of penetrations within masonry walls if installed prior to block. If block is installed first, other trade(S) will be responsible for patching of masonry walls.
 - 1.2.4.4. Include all shoring of masonry walls as required.
 - 1.2.4.5. Include all cleanouts and patching of same.
 - 1.2.4.6. Coordinate with all trades the location and size of blockouts that may be required in masonry walls.
 - 1.2.4.7. Include masonry infill at elevator door rough openings. Also include grouting in any blockouts provided to elevator subcontractor through rated walls at shaft and machine room, once elevator subcontractor has installed all necessary sleeves, piping, etc.

- 1.2.4.8. Furnish and install all expansion joints and expansion joint assemblies within masonry as required.
 - 1.2.4.9. Furnish and install all concrete and reinforcing at filled cells as required in the Contract Documents. Vertical reinforcement to be a minimum of 48 inches on center, even in non-load bearing walls.
 - 1.2.4.10. Furnish, install, and maintain safety barricades a stairway and elevator openings.
 - 1.2.4.11. Layout and installation of hook bars for fill cells in concrete while concrete is being formed.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
- 1.3.1. Temporary power, dumpsters, temporary toilets, temporary water.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

05A – STRUCTURAL STEEL.

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **05A: Structural Steel** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide all submittal data required to perform this work within 14 days from CONTRACTOR's letter of intent. Partial submittals will be rejected. Begin fabrication and provide delivery eight (8) weeks from architect's/engineer's initial review. The time frame indicated for fabrication and delivery will begin the day architect/engineer issues their review. It is SUBCONTRACTOR's responsibility to make corrections, revisions, and modifications to the submittal data and resubmit this package within the timeframe indicated above. In other words, the days/weeks indicated for fabrication and delivery include all re-submittals required. Additional days will not be granted beyond the timeframes indicated above.
 - 1.2.2. Provide CONTRACTOR with all OSHA required MSDS information for materials used on this project prior to commencing.
 - 1.2.3. Temporary power will be provided to the jobsite however; from time to time supplemental generator equipment may need to be provided by this SUBCONTRACTOR.
 - 1.2.4. This scope of work includes, but is not limited to the following: structural steel, metal fabrications, and metal stairs.
 - 1.2.5. The SUBCONTRACTOR shall also be responsible for, but not limited to the following:
 - 1.2.5.1. All structural steel as required by the Contract Documents.
 - 1.2.5.2. All loose steel and metal items called for and/or required by the Contract Documents.
 - 1.2.5.3. Elevator pit ladder and sump grate.
 - 1.2.5.4. All embeds, brackets, fasteners, etc. associated with this scope of work.
 - 1.2.5.5. Stair nosings.
 - 1.2.5.6. All steel ladders required by the Contract documents.
 - 1.2.5.7. Steel canopies.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Metal stud framing.
 - 1.3.2. Bollards.

- 1.3.3. Roof hatches.
 - 1.3.4. Expansion joint assemblies.
 - 1.3.5. Metal flashings.
 - 1.3.6. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

05B – MISCELLANEOUS METALS

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **05B: Miscellaneous Metals and Railings** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Metal stringers for loft unit stairs.
 - 1.2.2. Include all balcony and stair rail.
 - 1.2.3. Include aluminum entry canopies for garden units.
 - 1.2.4. Provide engineering or product approvals for exterior elements as required by code.
 - 1.2.5. Provide architectural aluminum screens.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

05C – COLD FORMED METAL FRAMING.

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **05C: Cold Formed Metal Framing** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Interior and exterior light and structural metal decking.
 - 1.2.2. All exterior framing to be G90 coated.
 - 1.2.3. Include all blocking as needed by other trades.
 - 1.2.4. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

06A - CABINETRY

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **06A: Cabinetry** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all architectural cabinetry and casework including all boxes, doors, drawers, hardware, shelving, silencers, cut outs, trim pieces, etc. for a complete cabinetry and casework throughout the project.
 - 1.2.2. Furnish and install all connection materials related to this work. Nails, fasteners, glue, backing, etc. for a complete scope of work.
 - 1.2.3. Furnish and install all connection materials related to this work for a complete scope of work.
 - 1.2.4. Include coordination and cutout of counters for sinks, fixtures, appliances, and accessories.
 - 1.2.5. All joints and fastener holes shall be filled and sanded for an acceptable finish.
 - 1.2.6. Coordinate all in-wall blocking required for installation of these materials. Blocking by others.
 - 1.2.7. SUBCONTRACTOR is responsible for the integrity of the woodwork to comply with the architectural design. SUBCONTRACTOR is responsible for the removal and replacement of deficient construction without delay to schedule.
 - 1.2.8. Coordinate closely with all other trades, especially electrical, appliance and plumbing contractors.
 - 1.2.9. Shim and level at floor / wall as needs. Provide all filler pieces and edge strips.
 - 1.2.10. Include caulking of all joints that abut an adjacent surface.
 - 1.2.11. Clean all work upon completion, removing any glue or grout residue.
 - 1.2.12. Protect finished product upon completion with cardboard and painter's tape.
 - 1.2.13. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.14. Daily reports are to be submitted daily to the CONTRACTOR.
 - 1.2.15. CONTRACTOR shall provide dumpsters for construction debris however, pallets shall not be placed in dumpsters – SUBCONTRACTOR shall remove their pallets from the jobsite.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.

- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

06B – ROUGH CARPENTRY

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State}, {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **06B: Rough Carpentry** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all carpentry related materials including , but not limited to wood sheathing, rafters, posts, bracing, sub-fascia, soffit blocking and wood framing members, accessories, etc. and carpentry related materials for the building. Includes all cypress siding, exterior wall sheathing, pressure treated lumber for decks, fencing, etc.
 - 1.2.2. Furnish and install all fasteners and accessories related to this work including nails, anchors, Simpson strap and anchors, bolts, clips, washers, etc. Anchor bolts for sill plates by others.
 - 1.2.3. Furnish and install exterior siding and two (2) layers of building wrap. Exterior siding and trim to be shiplap cypress.
 - 1.2.4. Include all equipment, tools, air equipment, power generators, etc. related to this work.
 - 1.2.5. Include sealants and caulking as required for scope of work.
 - 1.2.6. Provide all safety equipment as required to provide a safe workplace while performing rough carpentry scope of work.
 - 1.2.7. Daily reports are to be submitted daily to the CONTRACTOR.
 - 1.2.8. CONTRACTOR shall provide dumpsters for construction debris however, pallets shall not be placed in dumpsters – SUBCONTRACTOR shall remove their pallets from the jobsite.
 - 1.2.9. Include OSHA approved fall protection including necessary method of attachment. 100% tie-off.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

06C – FINISH CARPENTRY

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **06C: Finish Carpentry** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all wood trim to include all baseboard and door casing.
 - 1.2.2. Furnish and install all pre-hung wood door frames, doors, hardware, pocket door frames, pocket doors, bi-fold and bi-pass doors, etc. for a complete door and trim installation.
 - 1.2.3. Includes all fasteners, glue, tools, and saws to install materials supplied by others.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

06D - COUNTERTOPS

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **06D: Countertops** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install countertops per plans and specifications.
 - 1.2.2. Provide caulking of countertop to wall for a finished appearance.
 - 1.2.3. Provide templating.
 - 1.2.4. Furnish and install reinforcing
 - 1.2.5. Furnish and install supports for bar tops.
 - 1.2.6. Provide attachment of under-mount sinks. (Sinks provided by others.)
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

07A - ROOFING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **07A: Roofing** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all materials, flashings, and other accessories for a complete roof system.
 - 1.2.2. Furnish and install all boots, sealants, expansion joints, and locking devices.
 - 1.2.3. Furnish and install all eave drips at roof edges and aluminum flashing.
 - 1.2.4. Aluminum fascia to be standard pre-finished aluminum. Color to be selected by Owner.
 - 1.2.5. Flash all roof penetrations with lead boots. Include boot for dryer vent through roof.
 - 1.2.6. Deliver, unload and distribute all materials to the point of installation.
 - 1.2.7. All work shall be warranted pursuant to the specifications.
 - 1.2.8. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.9. Daily reports are to be submitted daily to the CONTRACTOR.
 - 1.2.10. Include OSHA approved fall protection including necessary method of attachment. 100% Tie-off.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

07B – WATERPROOFING & CAULKING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **07B: Waterproofing and Caulking** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:

WATERPROOFING

- 1.2.1. Elevator pits.
- 1.2.2. Shear walls adjacent to elevator pits.
- 1.2.3. Balconies and roof decks.
- 1.2.4. Balcony planters.

CAULKING

- 1.2.5. Rated CMU.
- 1.2.6. Interior slab on grade.
- 1.2.7. HM frames in concrete or masonry.
- 1.2.8. Underside of stair stringers to wall.

GENERAL

- 1.2.9. Include OSHA approved fall protection including necessary method of attachment. 100% Tie-off.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

07C - INSULATION

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **07C: Insulation** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install insulation in exterior walls and ceilings and sound attenuation batts in interior walls as shown on plans.
 - 1.2.2. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.3. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets, tapered insulation at roof.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

08A – HOLLOW METAL DOORS & FRAMES.

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **08A: Hollow Metal Doors and Frames** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish, deliver to the jobsite, and install all doors, frames, and hardware. If a door is not detailed on the door schedule, it is the responsibility of the SUBCONTRACTOR to verify with the floor plans to determine the correct amount of doors, frames, and hardware. Installation of doors and hardware shall conform to the notes on the Project Documents.
 - 1.2.2. Furnish and install all hardware as noted including, but not limited to all locksets, handles, knobs, silencers, door stops, deadbolts, astragals, thresholds, weather-stripping, hinges, closers, strikes, plates, rain drips, etc. required for a complete and operable system.
 - 1.2.3. Furnish and install louvers in doors if required.
 - 1.2.4. It is the responsibility of this SUBCONTRACTOR to grind all protruding fasteners, if necessary, and Bondo and sand the surface of hollow metal frames. All door frame surfaces shall be acceptable for a painted finish.
 - 1.2.5. It is the responsibility of SUBCONTRACTOR to provide a complete and thorough keying schedule to be reviewed, modified, and approved by the Owner. Provide a keying schedule meeting to review the schedule with all of the applicable parties for review and comment. Provide a final cylinder set on a Master Key System.
 - 1.2.6. SUBCONTRACTOR shall receive, unload, inventory, and store all materials for this scope of work. Deliver and distribute all materials to the point of installation.
 - 1.2.7. SUBCONTRACTOR to adjust all doors to ensure proper closing pursuant to the specification, as well as code.
 - 1.2.8. Provide all necessary holes in frames and doors for security system coordination. Coordinate all necessary electrical and security system requirements.
 - 1.2.9. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.10. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.

- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

08B – GLASS & GLAZING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **08B: Glass and Glazing** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all windows, glass doors (hinged or sliding), frames, mullions, etc. for the glazing system such as those depicted in the Project Documents.
 - 1.2.2. Furnish and install all shims, flashings, trims, sill pans, break metal, and attachments required for complete and watertight system.
 - 1.2.3. Furnish and install all connection materials related to this work. Nails, fasteners, glue, backing, etc. for a complete scope of work.
 - 1.2.4. Provide all necessary coordination with security requirements.
 - 1.2.5. Include all caulking and sealants associated with this scope of work.
 - 1.2.6. It is the responsibility of SUBCONTRACTOR to ensure that all windows and frames are sealed such that they will prevent any and all infiltration of water and air in accordance with window and door certification. SUBCONTRACTOR is not responsible for infiltration through walls. SUBCONTRACTOR to provide all necessary N.O.A.s, Florida product approvals, and engineering as required by permitting authority.
 - 1.2.7. Include restroom mirrors per plans.
 - 1.2.8. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.9. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

08C – SHOWER ENCLOSURES

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **08C: Shower Enclosures** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install 3/8" clear glass shower enclosures (unless otherwise noted) in bathrooms with brushed nickel hardware per plans. Height to be 7'-0" (unless otherwise noted).
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

08D – SECTIONAL OVERHEAD DOORS

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **08D: Sectional Overhead Doors** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install raised panel steel non-insulated doors per plans.
 - 1.2.2. Provide and install ¾ h.p. operators with three-button transmitters per plans.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

09A - DRYWALL

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **09A: Drywall** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install gypsum wallboard work as shown per plans and specifications. Framing quality control inspections are to be performed by the SUBCONTRACTOR prior to commencing work in the subsequent area and installation of drywall.
 - 1.2.2. Provide and install all drywall accessories such as corner beads, etc.
 - 1.2.3. Provide smooth Level 4 drywall finish for walls and ceilings.
 - 1.2.4. Provide finished edge of drywall at underside of all window sills.
 - 1.2.5. SUBCONTRACTOR shall provide lighting if required to perform this scope of work. This lighting is "critical lighting" or "focal lighting" and shall include spot or floodlights as required to complete work.
 - 1.2.6. Provide scaffolding for its work.
 - 1.2.7. Remove all excess drywall compounds form floors, windows, etc. immediately upon progressing to the next work area.
 - 1.2.8. Drywall must be finished to satisfaction of appropriate finish trade as well as CONTRACTOR, Architect, and Owner.
 - 1.2.9. Include fire resistant joint sealants. Include all firestopping for this scope of work.
 - 1.2.10. Protect doors, windows, glass, and other finishes from overspray of texture and finish mud while work in progress.
 - 1.2.11. SUBCONTRACTOR shall include moisture resistant board with appropriate tape and mud at wet areas.
 - 1.2.12. All openings (receptacle, switches, lights, speakers, etc.) shall be cut neatly or the board shall be replaced. Remove excess mud in boxes prior to commencement of work by MEP trades.
 - 1.2.13. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.14. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Acoustical sealants.
 - 1.3.2. Access doors.

1.3.3. Temporary power, dumpsters, temporary toilets.

- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

09B – CEMENTITIOUS PLASTER

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **09B: Cementitious Plaster** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install all cementitious coating pursuant to the wall legends and the exterior elevations.
 - 1.2.2. Control joints as shown or required.
 - 1.2.3. All backer rods, caulking and control joints associated with the cementitious coating/modified polymer coating systems to ensure no penetration of water into the building through the cementitious coating/modified polymer coating systems. This includes all caulking between the cementitious coating/modified polymer coating and the adjoining surface such as windows, precast, etc. Include sealant behind corner beads, control joint materials, and laps of joints. Face caulk all joints after installation.
 - 1.2.4. Fry-reglets shown.
 - 1.2.5. Differing textures.
 - 1.2.6. All plaster shown on drawings.
 - 1.2.7. Parapets.
 - 1.2.8. Planter walls.
 - 1.2.9. Soffits.
 - 1.2.10. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.11. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Acoustical sealants.
 - 1.3.2. Access doors.
 - 1.3.3. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

09C – TILE & VINYL PLANK

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State}, {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **09C: Tile and Vinyl Plank** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install tile and vinyl plank and required installation materials.
 - 1.2.2. Include all normal preparation and patch, adhesives, transition strips, reducer strips, and accessories as required to furnish a complete scope for flooring and wall tile.
 - 1.2.3. Provide attic stock, 3% of material.
 - 1.2.4. Thoroughly clean floors and walls upon completion, removing all adhesive residue.
 - 1.2.5. Perform moisture test of substrate prior to installation to guarantee conformance with manufacturer's specifications.
 - 1.2.6. Commencement of work implies acceptance of substrate. If the substrate and/or wall layout is not acceptable, notify the CONTRACTOR immediately prior to commencing or completing work.
 - 1.2.7. Do not install any tile or vinyl planks with cracks, chips, or bad edges. Provide a master grade certificate for all material.
 - 1.2.8. Individual areas must be of the same dye lot.
 - 1.2.9. SUBCONTRACTOR shall provide additional lighting as required to perform his scope of work. This lighting is "critical lighting" or "focal lighting" and shall include spot or flood lights as required to complete flooring.
 - 1.2.10. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.11. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

09D - PAINTING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	Vanguard Lofts	LOCATION ADDRESS:	Sarasota, Florida
OWNER:	Tetra Terra Development, LLC	ARCHITECT / ENGINEER:	Halfplants + Pichette Studio for Modern Architecture, Inc.
CONTRACTOR'S PROJECT NUMBER:	14008	CONTRACTOR'S COST CODE NUMBER:	TBD

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **09D: Painting** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install all interior and exterior painting, preparation for painting and coating surfaces such as walls, ceilings, doors, frames, exposed ferrous metals, shutters, louvers, wood trim, etc. required for a complete and thorough paint finish in coordination with the Project Documents.
 - 1.2.2. Include all minor caulking of openings less than ¼" prior to painting, such as door frames, cabinets, drywall and various trim, and include all cosmetic caulking around interior frames, windows, accessories, transition of different surfaces. Include beauty bead caulking at all exterior windows.
 - 1.2.3. Include caulking of joints and abutments to exterior siding trim pieces.
 - 1.2.4. Protect all material and equipment from paint overspray, drippings, etc. Mask and cover as required, remove as soon as required to avoid residue to collect or change the appearance of the material being protected.
 - 1.2.5. Protect factory-finished panels, devices, and other finished product surfaces.
 - 1.2.6. Include minor preparatory work to all surfaces to receive paint application. Included in minor prep is removal of cement, plaster, compounds, sanding, scraping, and wire brushing and application of putty.
 - 1.2.7. Caulk and putty all joints and fastener holes as required. Sand substrates as required.
 - 1.2.8. All surface preparation as required and all applications to be in accordance with manufacturer's requirements to assure all applicable warranties will be provided.
 - 1.2.9. Commencement of work implies acceptance of substrate. If the substrate is unacceptable, notify CONTRACTOR immediately.
 - 1.2.10. Products are to be single source.
 - 1.2.11. Furnish extra materials. Minimum of fine (5) gallons of each type and color of paint, clearly labeled, transmitted to CONTRACTOR at closeout.
 - 1.2.12. Include staining/sealing of all wood siding and decking.
 - 1.2.13. SUBCONTRACTOR shall provide lighting as required to perform his scope of work. This lighting is "critical lighting" or "focal lighting" and shall include spot or flood lights as required to complete lighting.
 - 1.2.14. Store, handle, and monitor all paints, thinners, etc. in an OSHA approved method. Include own storage for paint, thinners, etc. Storage within the building will not be allowed.

- 1.2.15. Include furnishing and installing filter material over HVAC duct intakes prior to commencing work. Include removing same when instructed to do so.
- 1.2.16. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.2.17. Daily reports are to be submitted daily to the CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

09E – FINAL CLEANING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **09E: Final Cleaning** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide final interior and exterior building cleaning.
 - 1.2.2. Remove any and all trash, dirt, and debris from the interior of the building and dispose of as directed.
 - 1.2.3. Clean and polish cabinets, countertops, and equipment, vacuum and/or wipe out the inside of all cabinets and/or shelving as required to remove dirt and debris. Clean the tops of all upper casework.
 - 1.2.4. Clean and shine the inside and outside surfaces of all windows and doors.
 - 1.2.5. Clean and shine all plumbing fixtures and related trim to a sanitary condition. Clean and shine all mirrors and bathroom accessories.
 - 1.2.6. Clean and shine all electrical fixtures and trim.
 - 1.2.7. Clean and shine all appliances.
 - 1.2.8. Clean the outside and inside of all exterior doors and door lites, including thresholds. Clean and shine all interior doors.
 - 1.2.9. Dust or vacuum floors and walls. Wipe down all vinyl baseboards.
 - 1.2.10. Mop/clean all flooring materials per manufacturer's requirements.
 - 1.2.11. The use of razor blades or metal scrapers is prohibited.
 - 1.2.12. Use manufacturer recommended and approved cleaning products.
 - 1.2.13. Clean all interior and exterior light fixtures, including removal of all fingerprints and smudges. All bulbs are to be centered after cleaning.
 - 1.2.14. All exposed garage floors are to swept clean and wet mopped.
 - 1.2.15. Removal and disposal of labels on all exposed materials such as glass and appliances is included.
 - 1.2.16. Removal and disposal of all protective coatings on materials such as cabinetry, appliances, and countertops is included.
 - 1.2.17. Protective film, paint, and cementitious product residues that cannot be removed after the efforts of this SUBCONTRACTOR shall be brought to the attention of the CONTRACTOR so that the appropriate party can be notified and the appropriate measures taken. Removal of minor areas of

these items is included.

1.2.18. All cleaning is to be performed to the satisfaction of the CONTRACTOR and all minor remedial cleaning is included to remove any cleaning material residues, smears, or unsatisfactory cleaning measures.

1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:

1.3.1. Temporary power, dumpsters, temporary toilets.

1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

14A - ELEVATOR

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **14A: Elevator** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide all submittal data required to perform this work within 14 days from CONTRACTOR's letter of intent. Partial submittals will be rejected. Begin fabrication and provide delivery 16 weeks from Architect's/Engineer's initial review. The timeframe indicated for fabrication and delivery will begin the day architect/engineer issues their review. It is your responsibility to make corrections, revisions, and modifications to the submittal data and re-submit this package within the timeframe indicated above. In other words, the days/weeks indicated for fabrication and delivery include all re-submittals required. Additional days will not be granted beyond the timeframes indicated above.
 - 1.2.2. Provide CONTRACTOR with all OSHA required MSDS information for materials used on this project prior to commencing.
 - 1.2.3. This SUBCONTRACTOR shall also be responsible for, but not limited to the following:
 - 1.2.3.1. Include sill angles and sump grate or cover as required.
 - 1.2.3.2. Cost and coordination of elevator inspection.
 - 1.2.3.3. Provide sleeves for all piping, embeds, layout, etc. required for a complete system.
 - 1.2.3.4. Firestopping.
 - 1.2.3.5. Safety barricades will be provided and maintained prior to the arrival of this SUBCONTRACTOR. Upon mobilizing to the site, this SUBCONTRACTOR shall be responsible for furnishing and maintaining all safety barricades at all elevator openings until acceptance by the Owner.
 - 1.2.3.6. All information which could affect other trades must be included in shop drawings. No change orders will be issued to this SUBCONTRACTOR should missing information cause a change in the elevator. Also, should change orders be issued to other trade subcontractors due to missing information, it will be backcharged to this SUBCONTRACTOR.
 - 1.2.3.7. Provide temporary protection of elevator cab interior until acceptance by Owner.
 - 1.2.3.8. Include three (3) month temporary use.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Construction of elevator pit, hoistway, or machine room.

- 1.3.2. Cab finished flooring material.
- 1.3.3. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

15A - PLUMBING

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	Vanguard Lofts	LOCATION ADDRESS:	Sarasota, Florida
OWNER:	Tetra Terra Development, LLC	ARCHITECT / ENGINEER:	Halfplants + Pichette Studio for Modern Architecture, Inc.
CONTRACTOR'S PROJECT NUMBER:	14008	CONTRACTOR'S COST CODE NUMBER:	TBD

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **15A: Plumbing** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide and install all plumbing including but not limited to, sanitary sewer and vent piping, domestic water, fixtures, equipment, accessories, blocking, sleeving, hangers, supports, waterstops, riser clamps, carriers and sealants related to your work, fire and smoke stopping related to your work, roof/floor and wall penetrations and blockouts (if required, including forms and setting in place), coordination of all elevations and inverts to allow proper flow and drainage, concrete bases, metal supports and anchorages, and all grouting as required.
 - 1.2.2. Furnish and install all items on equipment and fixture schedules.
 - 1.2.3. Furnish and install temporary water piping to CONTRACTOR's jobsite trailer including all necessary jockey pumps for sufficient pressure for the full duration of the project.
 - 1.2.4. Include all final plumbing connections and hookups to all equipment supplied by this SUBCONTRACTOR, CONTRACTOR, and Owner.
 - 1.2.5. Provide cleanouts for utilities outside of buildings, within five (5) feet.
 - 1.2.6. Provide all pipe labels, stencils, and valve tags.
 - 1.2.7. Provide all adhesives, sealants, factory applied jackets, tapes, and corner angles.
 - 1.2.8. Provide all necessary layout, trenching, dewatering, excavation, backfill, and compaction for underground work included in the plumbing scope of work. Furnish and install miscellaneous concrete associated with this work. All areas disturbed by this scope of work shall be redressed to the condition received.
 - 1.2.9. Chlorination, bacteriological and pressure testing are the sole responsibility of this SUBCONTRACTOR. Flush/chlorinate/prep/test ENTIRE system (including site system) if required by governing authorities. Testing will be performed at sinks of each unit.
 - 1.2.10. Compaction in areas without improvements (i.e., "green areas") shall not be less than 90% of maximum dry weight according to ASTM D698 or pursuant to the Project Documents. The more stringent shall apply. All areas disturbed by this scope of work shall be redressed in the condition received.
 - 1.2.11. All pipe penetrations through fire rated walls will be fire caulked.
 - 1.2.12. Point of connection is approximately five (5) feet outside of building unless otherwise noted. Final water and sanitary connection to piping will be done as part of this subcontract.

- 1.2.13. As-built drawings will be maintained on a daily basis.
- 1.2.14. Turn over piping in a clean state, ready for paint where piping is exposed. Paint prep is not required unless, through the SUBCONTRACTOR's fault, the piping is rusty and/or oily.
- 1.2.15. Touchup painting or shop-primed material and of prefinished equipment.
- 1.2.16. All adjusting and cleaning of all systems.
- 1.2.17. All exterior wall, floor, and roof penetrations will be flashed and made watertight.
- 1.2.18. Provide sleeves and other accessories for concrete pours if required.
- 1.2.19. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.2.20. Daily reports are to be submitted daily to CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Condensate pipe for AHU.
 - 1.3.2. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

15B - HVAC

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **15B: Heating, Ventilation, and Air Conditioning (HVAC)** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install 100% turnkey HVAC system complete and consisting of complete air distribution (including diffusers, grilles, louvers (all mechanical and architectural as detailed for this project), ductwork (including insulation per Plans and Specifications), volume dampers, turning vanes, hangers and supports, fire/smoke dampers, coatings, elbows, branch and tee connections, transformations, cleaning, protection of ductwork, exhaust, air handling units, condensing units, condensate drain piping, etc.
 - 1.2.2. Furnish and install all HVAC controls and digital programmable thermostats.
 - 1.2.3. Furnish and install dryer exhaust and trim ducts.
 - 1.2.4. Furnish and install all insulation associated with HVAC work.
 - 1.2.5. Furnish and install all sleeves, accessories, and box-outs required for this work including all layout.
 - 1.2.6. Furnish and install exhaust fans in restrooms. Include ductwork not shown on plans and route to exit through vinyl soffit.
 - 1.2.7. Recessed can light fixtures in unit hallways designated as exhaust fan/fixture combos shall be standard recessed cans.
 - 1.2.8. Include any and all required conduit, boxers, j-boxes, back boxes, supports, fasteners, wiring, etc. needed for any low-voltage controls or temperature controls furnished and installed by this SUBCONTRACTOR.
 - 1.2.9. Include startup and warranty. All equipment will be in operation prior to Substantial Completion; however, all warranties start at date of Substantial Completion.
 - 1.2.10. Provide temporary construction filters and filter maintenance as required to protect all equipment from dirt and dust conditions. Turn over one additional set at Substantial Completion. Once installed and tied-in, all return air grilles shall be covered with filter media for the duration leading to turnover.
 - 1.2.11. Provide all hangars, support rods, duct straps, etc. supported from bar joists will be hung at panel points; otherwise joist stiffeners will be the responsibility of this SUBCONTRACTOR.
 - 1.2.12. Provide all necessary layout, trenching, dewatering, excavation, backfill and compaction for underground work included in the HVAC scope of work. Furnish and install miscellaneous concrete

associated with this work. All areas disturbed by this scope of work shall be redressed to the condition received.

- 1.2.13. Verify and submit written reports for each air conditioning system that the drain pans are free of debris, having positive drainage, and drain lines have been blown out prior to the units being turned on.
- 1.2.14. Flash and seal all exterior penetrations as required to maintain water tightness.
- 1.2.15. Turn over all equipment installed by this SUBCONTRACTOR in a clean condition.
- 1.2.16. All pipe penetrations through fire rated walls must be fire caulked.
- 1.2.17. As-built drawings will be maintained on a daily basis.
- 1.2.18. SUBCONTRACTOR is responsible to protect roof from damage caused by this scope of work.
- 1.2.19. SUBCONTRACTOR is responsible to closely coordinate ductwork with other MEP trades for above ceiling conflicts.
- 1.2.20. Condensate pipe to be installed by this SUBCONTRACTOR.
- 1.2.21. Construction use of the HVAC system shall not alter warranty.
- 1.2.22. SUBCONTRACTOR is responsible for protection of ductwork and equipment during construction and will turn system over to the Owner clean.
- 1.2.23. SUBCONTRACTOR will coordinate rough-in requirements with drywall subcontractor and will take care of minor trim as required.
- 1.2.24. SUBCONTRACTOR is responsible to cap all lines that are not in use to prevent entrapping debris and rodents.
- 1.2.25. Provide cutting, patching, sleeving, and coring as necessary and/or required.
- 1.2.26. All disconnects for all HVAC equipment (whether shown or not) shall be furnished and installed by the electrician.
- 1.2.27. Protect dissimilar metal surfaces from corrosion or galvanic action by application of a heavy coating of bituminous paint on surfaces which will be in contact with concrete, masonry, or dissimilar metals.
- 1.2.28. Compaction in areas without improvements (i.e., "green areas") shall not be less than 90% of maximum dry weight according to ASTM D698 or pursuant to the Project Documents. The more stringent shall apply. All areas disturbed by this scope of work shall be redressed in the condition received.
- 1.2.29. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.2.30. Daily reports are to be submitted daily to CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Range hood.
 - 1.3.2. Certified test and balance.
 - 1.3.3. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

15C – FIRE PROTECTION

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **15C: Fire Protection** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Provide all submittal data required to perform this work within 14 days from CONTRACTOR's letter of intent. Partial submittals will be rejected. Begin fabrication and provide delivery 10 weeks from Architect's/Engineer's initial review. The timeframe indicated for fabrication and delivery will begin the day architect/engineer issues their review. It is your responsibility to make corrections, revisions, and modifications to the submittal data and re-submit this package within the timeframe indicated above. In other words, the days/weeks indicated for fabrication and delivery include all re-submittals required. Additional days will not be granted beyond the timeframes indicated above.
 - 1.2.2. Provide CONTRACTOR with all OSHA required MSDS information for materials used on this project prior to commencing.
 - 1.2.3. Temporary power will be provided to the jobsite; however, from time to time supplemental generator equipment may need to be provided by this SUBCONTRACTOR.
 - 1.2.4. This scope of work includes, but is not limited to the following: all design and installation for a complete fire protection system.
 - 1.2.5. This SUBCONTRACTOR shall also be responsible for, but not limited to the following:
 - 1.2.5.1. Compliance with all required or implied State and County codes, standards, and regulations.
 - 1.2.5.2. Coordination with other trade subcontractors for the installation of all pipe sleeves and piping at formed decks, slabs on grade, and pre-stressed joists.
 - 1.2.5.3. Provide physical layout of all CMU wall penetrations requiring "windows" for large pipe and multiple pipe penetrations. As with framed walls, coordination layout must proceed in advance of block laying.
 - 1.2.5.4. Coordinate with framing and/or masonry subcontractor layout of all required rough openings for cabinets and riser chases.
 - 1.2.5.5. This SUBCONTRACTOR is responsible for all cutting, coring, and patching associated with overlooked or incorrect layout through masonry or framed walls.
 - 1.2.5.6. Verify locations of all structural members and obtain approval from CONTRACTOR prior to

- any cutting or coring.
- 1.2.5.7. Provide required hydrostatic testing of entire fire protection system. SUBCONTRACTOR understands that the interior schedule may require testing of portions of the system. Coordinate with CONTRACTOR for the schedule of hydrostatic test inspections. Maintain a coordinated shop drawing and witness sign-off sheet for the purpose of tracing tested areas. Copies of each to be submitted to CONTRACTOR.
 - 1.2.5.8. All testing required is to be witnessed by CONTRACTOR and acknowledgement of the test must be signed by CONTRACTOR and kept as a job record. Failure to witness shall be deemed cause for the test to be repeated and properly witnessed by CONTRACTOR. Cost for re-testing shall be borne by this SUBCONTRACTOR.
 - 1.2.5.9. Furnish and install all supports, riser clamps, hangers, isolators, and anchorages at required spacing for piping system.
 - 1.2.5.10. Coordinate with electrical subcontractor all voltage, phasing, wiring, and final electrical hookups in accordance with the Contract Documents.
 - 1.2.5.11. Provide excavation, backfill, and compaction of all work within this scope of work. Include all required sheeting and/or shoring. Excess backfill material to be placed outside the building pad for disposal by the Sitework subcontractor.
 - 1.2.5.12. All access doors/hatches required for fire protection work are to be supplied by this SUBCONTRACTOR for installation by other trades.
 - 1.2.5.13. All sealants and caulking of fire protection equipment/piping to be by this SUBCONTRACTOR. This is to include all firestopping through floors, walls, roofing, etc.
 - 1.2.5.14. Furnish and install all piping identification, valve tags, and equipment labeling as required. Painting of pipes will be by the painting subcontractor. Coordinate with painting subcontractor the proper protection methods of sprinkler heads and devices prior to painting operations.
 - 1.2.5.15. Prior to activation of any system, a "Pre-Startup" coordination meeting is to be scheduled with CONTRACTOR to discuss requirements and scheduling.
 - 1.2.5.16. Provide any miscellaneous structural support framing required for this work.
 - 1.2.5.17. Coordinate with concrete subcontractor for layout and sizes of housekeeping/equipment pads required.
 - 1.2.5.18. Include fire sprinklers in all mechanical rooms and elevator shaft, pit, and machine room.
 - 1.2.5.19. Include furnishing and installing tamper switches at fire line backflow preventers.
 - 1.2.5.20. Include installation and certification of the fire line system commencing from entry point of the building.
 - 1.2.6. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
 - 1.2.7. Daily reports are to be submitted daily to CONTRACTOR.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
- 1.3.1. Site fire loop to within five (5) feet of the building.
 - 1.3.2. Fire protection within Electrical rooms.
 - 1.3.3. Temporary power, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

EXHIBIT "A"

16A - ELECTRICAL

This Agreement made and entered into between CROWLEY SERVICES, INC. a Florida Corporation, 3301 Whitfield Avenue, Sarasota, Florida 34243, (herein called "CONTRACTOR") and {ToCompany.Name}, {Addresses.Address1}, {Addresses.City}, {Addresses.State} {Addresses.zip}, (herein called "SUBCONTRACTOR").

PROJECT:	<u>Vanguard Lofts</u>	LOCATION ADDRESS:	<u>Sarasota, Florida</u>
OWNER:	<u>Tetra Terra Development, LLC</u>	ARCHITECT / ENGINEER:	<u>Halfplants + Pichette Studio for Modern Architecture, Inc.</u>
CONTRACTOR'S PROJECT NUMBER:	<u>14008</u>	CONTRACTOR'S COST CODE NUMBER:	<u>TBD</u>

Continuation Supplement to Subcontract Agreement as referenced by Article #1: This Scope of Work shall include but is not limited to the following:

- 1.1. The Work shall include everything necessary to complete all the **16A: Electrical** Work for the Project in full compliance with all the Specifications and all the Project Drawings, as prepared by Halfplants + Pichette Studio for Modern Architecture, Inc. including Division(s) #1 through #16, including such Specifications and Project Drawings as are attached hereto as **Exhibit "B"** and incorporated herein by reference. All such Work shall be performed in strict accordance with the Contract Documents, Plans, Drawings and Specifications, including also any general, supplementary or special conditions of the Owner's Contract with the CONTRACTOR.
- 1.2. The Work shall also include, but not be limited to, furnishing and installing throughout the Project all of the following:
 - 1.2.1. Furnish and install all site and building electrical work including, but not limited to conduit, wire and hookup for service from meter to buildings, electrical distribution, devices, fixtures, etc. for a complete working electrical system. Service up to meter by others. Feeders to be copper.
 - 1.2.2. Furnish and install secondary systems outlined such as cable TV, telephone, and voice/data including all conduit, panels, supports, wiring, etc. for complete operable systems.
 - 1.2.3. Furnish and install all wire and cable, withstand ratings, cable accessories, splices, terminations, raceways, cable firestops, flashings, hanger and supports, identifications, expansion joints, protective coating for metallic conduit, vertical supports, wireways, pull and junction boxes, outlet boxes, terminal cabinets, backboards, wiring devices, switches as required.
 - 1.2.4. Furnish and install all interior and exterior lighting as scheduled, including lamps, ballasts, and adjustment devices.
 - 1.2.5. Furnish and install all secondary structural components (i.e., unistrut) required for installation of panels, devices, and fixtures, etc.
 - 1.2.6. Furnish and install all exterior electrical components such as fixtures, devices, hookups, panels, wiring, etc.
 - 1.2.7. Furnish and install lighting and brackets/supports and all associated wiring, conduit, hardware, etc.
 - 1.2.8. Furnish and install disconnects for plumbing and mechanical equipment. All stand-alone disconnects for all equipment (whether shown or not) shall be furnished and installed by this SUBCONTRACTOR.
 - 1.2.9. Furnish and install arch fault breakers and GFI receptacles per the Florida Residential Building Code.
 - 1.2.10. Furnish and install all smoke detectors.
 - 1.2.11. Furnish a complete fire alarm system.
 - 1.2.12. Provide an additional recessed can light fixture and switch in all unit restrooms. Exhaust fan/fixture compo in unit restrooms shall be exhaust fan only (provided by others, wiring by this SUBCONTRACTOR).
 - 1.2.13. Flash and seal all exterior penetrations ass required to maintain water tightness.
 - 1.2.14. Coordinate electrical requirements and hookups of all equipment connections, HVAC, plumbing,

appliances, Owner-furnished equipment, CONTRACTOR-furnished equipment, and any other devices shown on the documents.

- 1.2.15. Hand digging may be required where access is limited and utilities are present.
- 1.2.16. Provide all necessary layout, trenching, dewatering, excavation, backfill, and compaction for underground work included in the Electrical scope of work. Furnish and install miscellaneous concrete associated with this work. All areas disturbed by this scope of work shall be redressed to the condition received.
- 1.2.17. Provide all required identification and equipment labeling prior to above ceiling inspection and general inspections. Include all color coding of conduits, boxes, raceways, etc. as required per the Contract Documents.
- 1.2.18. Replace all defective ballasts, lamps, and bulbs prior to Owner occupancy.
- 1.2.19. Include startup and warranty. All equipment will be in operation prior to Substantial Completion; however, all warranties start at date of Substantial Completion.
- 1.2.20. Wiring and mounting of all electrical devices furnished by others for all equipment.
- 1.2.21. Provide temporary power and phone and data lines to CONTRACTOR's trailer. Remove as directed by CONTRACTOR.
- 1.2.22. Turn over all equipment installed by this SUBCONTRACTOR in a clean condition.
- 1.2.23. SUBCONTRACTOR will coordinate rough-in requirements with drywall subcontractor and will take care of minor trim as required.
- 1.2.24. Clean pipe of any debris, oil, or residue for turnover to painter. After painted (by others), label pipes as required.
- 1.2.25. SUBCONTRACTOR is responsible to cap all lines that are not in use to prevent entrapping debris and rodents.
- 1.2.26. As-built drawings will be maintained on a daily basis.
- 1.2.27. Touch up painting of shop-primed material and of prefinished equipment.
- 1.2.28. SUBCONTRACTOR is responsible to protect roof from damage caused by this scope of work.
- 1.2.29. SUBCONTRACTOR is responsible to closely coordinate light fixtures and conduits with other MEP trades to ensure above ceiling conflicts do not exist.
- 1.2.30. SUBCONTRACTOR must be licensed to do work in Sarasota County and the City of Sarasota and pay for trade permits.
- 1.2.31. Compaction in areas without improvements (i.e., "green areas") shall not be less than 90% of maximum dry weight according to ASTM D698 or pursuant to the Project Documents. The more stringent shall apply. All areas disturbed by this scope of work shall be redressed in the condition received.
- 1.2.32. Provide own cranes, hoists, lifting devices, signaling, scaffolding, lifts, material distribution on site, coordinating, loading, unloading, etc.
- 1.2.33. Daily reports are to be submitted daily to CONTRACTOR.
- 1.2.34. CONTRACTOR will provide dumpsters for construction debris (pallets shall not be placed in dumpsters, SUBCONTRACTOR shall remove their pallets from jobsite), temporary toilets, and potable water – See attached Site Logistics Plan. SUBCONTRACTOR to provide own power requirements via generator power and has included necessary extension cords and hoses.
- 1.3. The Scope of Work of the SUBCONTRACTOR shall exclude only the following:
 - 1.3.1. Appliances.
 - 1.3.2. Exhaust fans.
 - 1.3.3. Temporary power usage, dumpsters, temporary toilets.
- 1.4. The SUBCONTRACTOR represents and warrants to the CONTRACTOR that prior to executing this SUBCONTRACT AGREEMENT, SUBCONTRACTOR has carefully read and studied the Contract Documents, the Plans, Specifications and the Project Bid Manual and all aspects and conditions involved or affecting the

EXHIBIT "A"

16A - ELECTRICAL

SUBCONTRACTOR'S Work, and has resolved to SUBCONTRACTOR'S satisfaction and risk every issue relating to the Work. SUBCONTRACTOR further represents and warrants to CONTRACTOR that SUBCONTRACTOR has had adequate time to obtain any written clarifications, interpretations or information related to its Work.

SECTION 7

CONSTRUCTION SCHEDULE



The schedule will be published by
Monday, December 8, 2014.

SECTION 8

SITE LOGISTICS PLAN



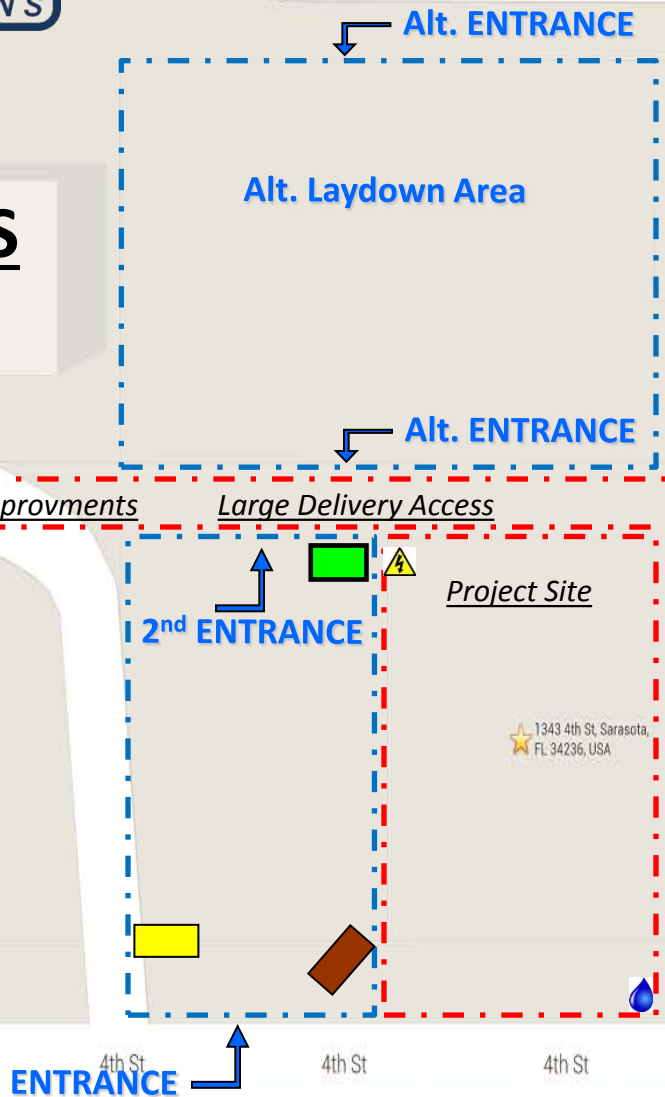


VANGUARD LOFTS

Staging Plan

LEGEND

- CM Trailer
- Dumpster
- Insp. Parking
- Temp Electrical Connection Point
- Temp Water Connection Point
- Limits of Construction
- Storage, Laydown & Sub Parking



SECTION 9 BONDS / BOND FORMS

Performance Bond Payment Bond



SUBCONTRACT PERFORMANCE BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that _____ «ToCompanyName»

(Full legal name and address of Subcontractor)

«AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip»

as Principal, hereafter called "PRINCIPAL" and _____

(Full legal name and address of Surety)

as Surety, hereinafter called "SURETY" are held and firmly bound unto Crowley Services, Inc., 3301 Whitfield Avenue, Sarasota, FL, 34243 as Obligee, hereinafter called "OBLIGEE", in the amount of «ContractsNotes» and 00/100 Dollars («ContractsOrigValue») 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 «ContractsContractDate» entered into a Subcontract Agreement with OBLIGEE for the Project known as «ProjectsName» located at «ProjectsAddress» 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, costs, expenses, delays, and attorneys fees as well as all damages and Claims as are more particularly described in the SUBCONTRACT, including appellate attorney's fees, which said OBLIGEE may sustain or incur, 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, change or extension to the SUBCONTRACT, and any amendment, alteration, or extension of time made by or through the OBLIGEE.

WHENEVER PRINCIPAL shall 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, losses, damages, Claims and attorney's fees associated, caused or resulting therefrom; and further, SURETY shall fully complete the SUBCONTRACT in accordance with its terms, requirements and obligations; and SURETY shall also promptly and fully Indemnify and save harmless the OBLIGEE of and from any and all loss, costs, expenses, losses, judgments, awards, consequences, delays, damages, attorneys fees and Claims including without limitation, all damages and Claims 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.

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 promptly agreed in writing to unconditionally and irrevocably remedy and cure the PRINCIPAL'S default pursuant to 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

«ToCompanyName»

(Principal's name printed)

(Witness)

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

(Surety's name printed)

(Witness)

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

SUBCONTRACT PAYMENT BOND

BOND NO.: _____

KNOWN ALL MEN BY THESE PRESENTS, that _____ «ToCompanyName»

(Full legal name and address of Subcontractor)

«AddressesAddress1», «AddressesCity», «AddressesState» «Addresseszip»

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

as Surety, hereinafter called "SURETY" are held and firmly bound unto Crowley Services, Inc., 3301 Whitfield Avenue, Sarasota, FL, 34243 as Obligee, hereinafter called "OBLIGEE", in the amount of «ContractsNotes» and 00/100 Dollars («ContractsOrigValue») 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 «ContractsContractDate» entered into a Subcontract Agreement with OBLIGEE for the Project known as «ProjectsName» located at «ProjectsAddress» 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 and obtain valid and binding Releases from 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 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. Any reference to Release shall be as defined in the SUBCONTRACT.

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 instruments 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 promptly agreed in writing to unconditionally and irrevocable remedy and cure the PRINCIPAL'S default, and issues payments to the Claimants pursuant to its obligations under this Bond. In addition, after satisfying such conditions precedent, 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

«ToCompanyName»
(Principal's name printed)

(Witness)

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

(Surety's name printed)

(Witness)

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

SECTION 10

ACCOUNTING PROCEDURES

Procedures for Subcontracts

Directions for Subcontractor's Application for Payment

Sample Subcontractor's Application for Payment

Subcontractor Release of Claims and Liens Forms (Progress and Final)





CONTRACT PROCEDURES FOR SUBCONTRACTS
WITH CROWLEY SERVICES, INC.

1. To assist in prompt payment of monthly and final draws, Subcontract Applications MUST be submitted and notarized on Crowley Services, Inc. standard Subcontractor's Application for Payment forms by the 22nd of THE MONTH. Late requests which were not considered on our draw from the Owner WILL NOT BE HONORED UNTIL THE NEXT PAY PERIOD.

Note: Applications for Payment MUST be submitted on the Crowley Services, Inc. standard forms which are supplied to you. Directions for completion of the Subcontractor's Application for Payment follow on a separate page.

2. Prior to our release of your first month's payment, and each monthly payment thereafter throughout the project, you must submit to us a notarized current Release of Lien (on Crowley Services, Inc. prescribed form), effective through the draw period, from yourself, all your subcontractors, suppliers, materialmen and laborers who furnish work for this project under your scope and such other specific releases as may be requested by Crowley Services, Inc. pursuant to Paragraph 12 of the Subcontract Agreement.
3. At the sole discretion of Crowley Services, Inc., joint check payments to your subcontractors and suppliers and those performing under your scope of work may; be issued to obtain a current release.
4. Prior to our payment of retainage, you must submit Final Releases from yourself, all of your subcontractors, suppliers, manufacturers, materialmen, and laborers on this project.
5. Prior to our payment of retainages, you must submit all close-out documents and issue all warranties.
6. Notwithstanding any of the foregoing procedures set forth herein, Crowley Services, Inc. expressly requires complete compliance with all of the remaining terms and conditions of the Subcontract Agreement as condition precedent to the issuance of all progress and final payments.



DIRECTIONS FOR SUBCONTRACTOR'S APPLICATION FOR PAYMENT

In order to facilitate payments on your subcontract, please follow these directions for filling out your Subcontractor's Application for Payment forms, which are due in this office by the 22nd of each month.

- Line 1: Original Contract Amount: This is the amount of your subcontract only.
- Line 2: Approved Changes: The amount on this line should be fully executed Crowley Services, Inc. Change Orders ONLY. Do not include pending or unapproved change orders.
- Line 3: Adjusted Contract Amount: Total of 1 and 2.
- Line 4: Value of Work Completed to Date: this line should reflect the total amount of work completed on the job to date; not the amount completed since your last draw. Please complete the dollar amount for "This Period" as well.
- Line 5: Value of Approved Change Orders Complete to Date: See lines 2 and 4. Please complete the dollar amount for "This Period" as well.
- Line 6: Materials Stored on Site: Any materials stored on the jobsite. Copies of invoices must be attached.
- Line 7: Total : Add lines 4, 5 and 6.
- Line 8: Less Amount Retained: This is 10% of line 7.
- Line 9: Total Less Retainage: Line 7 minus line 8.
- Line 10: Previous Payments: Any payments that have been made against this subcontract.
- Line 11: Amount of this Request: Line 9 minus line 10.

Complete the SCHEDULE OF VALUES and SUPPLEMENT TO APPLICATION FOR PAYMENTS/SWORN STATEMENT OF ACCOUNT (second page of worksheet) for each month's draw.

Also, please remember to sign and notarize the bottom of the draw request. Your cooperation in this matter is greatly appreciated and will insure that payments are made in a timely manner.

Crowley Services, Inc., 3301 Whitfield Avenue, Sarasota, FL 34243

941-322-2800

CROWLEY SERVICES, INC., 3301 Whitfield Avenue, Sarasota, Florida 34243
SUBCONTRACTOR'S APPLICATION FOR PAYMENT

FROM: Subcontractor
PROJECT NAME: Vanguard Lofts PROJECT NO: 14008
REQUEST NO: 1 SUBCONTRACT NO: COST CODE:
PERIOD: TO:

STATEMENT OF CONTRACT ACCOUNT:

1 Original Contract Amount: \$ -
2 Approved Changes - (Net) (Add / Deduct): \$ -
3 Adjusted Contract Amount: \$ -
4 Value of Work Completed to Date: \$ -
5 Approved Change Orders Completed to Date: \$ -
6 Materials Stored On Site: \$ -
7 Total (Line Items 4 + 5 + 6): \$ -
8 Less Amount Retained (\$): Retainage Percentage 10% \$ -
9 Total Less Retainage: \$ -
10 Less Previous Requests for Payments (\$):
11 AMOUNT OF THIS REQUEST: \$ -

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above, represent the correct and actual value of all work accomplishment under the terms of the Subcontract (and all authorized changes thereto) between the undersigned and Contractor, 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 Subcontract have been paid in full, except as specifically noted by name and amount on reverse side.
Furthermore, in consideration of the payments received, the undersigned does hereby waive, release, relinquish and forever discharge the Property, the Owner, the Construction Manager and the Contractor as well as their sureties, of and from any and all claims under any applicable surety bonds (whether under The Miller Act, Chapters 255 and/or 713, Florida Statutes, or otherwise), rights of lien against the real property, claims of lien, suits, demands, damages, arbitrations, disputes, extras, compensation of any kind or nature whatsoever, and all causes of action, at law or in equity, which the undersigned has had or may now have through the date of this Application for any labor, equipment, services or materials furnished to or for the benefit of the Project, except only for rights to the extent the above Amount of This Request is reduced or withheld, and limited to the such amount reduced or withheld, if applicable, and to the extent of unpaid Retainage.

Subscribed and Sworn Before Me This:
Day of 20
(Notary Signature)
Personally Known Or produced Identification of:
Affix Notary Stamp:

Subcontractor
BY:
Authorized Signature
TITLE:
DATE:

G-703 Format Continuation Sheet - Schedule of Values

Application # 1 Period 01/00/00
Project # 14008

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD		TOTAL COMPLETED AND STORED (D+E+F)	% (G ÷ C)		
10						\$ -	-	\$ -	\$ -
20						\$ -	-	\$ -	\$ -
30						\$ -	-	\$ -	\$ -
40						\$ -	-	\$ -	\$ -
50						\$ -	-	\$ -	\$ -
60						\$ -	-	\$ -	\$ -
70						\$ -	-	\$ -	\$ -
80						\$ -	-	\$ -	\$ -
90						\$ -	-	\$ -	\$ -
100						\$ -	-	\$ -	\$ -
110						\$ -	-	\$ -	\$ -
120						\$ -	-	\$ -	\$ -
130						\$ -	-	\$ -	\$ -
140						\$ -	-	\$ -	\$ -
150						\$ -	-	\$ -	\$ -
160						\$ -	-	\$ -	\$ -
170						\$ -	-	\$ -	\$ -
180						\$ -	-	\$ -	\$ -
190						\$ -	-	\$ -	\$ -
200						\$ -	-	\$ -	\$ -
	Original Total	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -
	Change Order Summary								
610	1					\$ -	-	\$ -	\$ -
620	2					\$ -	-	\$ -	\$ -
630	3					\$ -	-	\$ -	\$ -
640	4					\$ -	-	\$ -	\$ -
	GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -

SUBCONTRACTOR PARTIAL / FINAL RELEASE

THE UNDERSIGNED, Lienor / Claimant for the consideration of payment in the amount of \$.00 , the value, receipt and sufficiency of such consideration is being hereby agreed, acknowledged and accepted by Lienor / Claimant, does hereby on its own behalf and on behalf of its heirs, assigns and successors, as of the Effective Date hereof, unconditionally, irrevocably, freely, and knowingly waive, relinquish, release and forever discharge the following described real property, to-wit:

PROJECT NO : 14008

NAME : Vanguard Lofts

ADDRESS : 1343 4th Street

Sarasota, FL 34243

(the Property), And further, does hereby waive, relinquish, release and forever discharge the Owner, the Construction Manager, and the Contractor, as well as their Sureties, of and from any and all claims, demands, damages, 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; statutory or otherwise), extras, delays, changes, extensions and all causes of action whether at law or in equity, known or unknown, of any kind or nature whatsoever (hereinafter "Claims"), from the beginning of this Project through and including the Effective Date hereof which arises out of, relates to or involves Lienor/Claimant or the labor, services, materials, equipment and supplies Lienor/Claimant performed, fabricated or furnished, whether directly or indirectly, for the benefit of the Project, the Property, the Owner, the Construction Manager or the Contractor. Lienor / Claimant further represents and warrants to CONTRACTOR, as an inducement for the consideration set forth herein and for other consideration the receipt and sufficiency of which is hereby acknowledged and accepted, that all laborers, materialmen, suppliers, subcontractors and sub-subcontractors of every tier who furnished, performed or supplied labor, services, materials, equipment and supplies to or for the benefit of the Project, the Property, Lienor / Claimant, the Owner, or the Contractor from the beginning of the Project through and including the Effective Date hereof, have been paid in full.

☐ THIS RELEASE IS FINAL THROUGH THE EFFECTIVE DATE: This Release is full, final and complete for all labor services, materials, equipment and/or supplies through and including the ____ day of _____ (herein "Effective Date"), whether or not their reasonable value is represented by the consideration or payment set forth above.

☐ THIS RELEASE IS FINAL RELEASE FOR THE PROJECT: This Final Release is full, final and complete for all labor services, materials, equipment and/or supplies ever furnished, provided or performed for the Project or for the benefit of the Owner, the Construction Manager, the Contractor, or any other person, corporation, company or entity, without exception, whether or not their reasonable value is represented by the consideration or payment set forth above.

As an inducement for such consideration, the undersigned further warrants and represents that all materials, supplies and work furnished are new and of good quality, free from defects, and are in accordance with the Contract Documents, 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 and in compliance with the Standards set forth in 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 _____, _____.

By: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

(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: _____