



S.C. NO. \_\_\_\_\_  
CONTRACT AMOUNT: \_\_\_\_\_

V.CBI.18.11

**SUBCONTRACT AGREEMENT  
BETWEEN GENERAL CONTRACTOR AND SUBCONTRACTOR**

USE WITH THE SPECIAL AND GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AS PREPARED FOR THIS PROJECT. IN THE EVENT OF DISCREPANCY BETWEEN ANY ITEMS OF THE CONTRACT BETWEEN THE OWNER AND THE GENERAL CONTRACTOR, OR THE SPECIAL AND GENERAL CONDITIONS CONTAINED THEREIN ("OWNER CONTRACT") AND THIS SUBCONTRACT, THEN THIS SUBCONTRACT SHALL GOVERN. THIS IS A BINDING SUBCONTRACT: HOWEVER, THE GENERAL CONTRACTOR SHALL HAVE NO LIABILITY OR DUTY TO THE SUBCONTRACTOR FOR ANY CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION, CLAIMS FOR MOBILIZATION COSTS, MATERIALS COSTS OR LABOR CHARGES, UNLESS AND UNTIL THE GENERAL CONTRACTOR RECEIVES A FULLY EXECUTED CONTRACT AND NOTICE TO PROCEED FROM THE OWNER FOR THE PROJECT AND NOTIFIES THE SUBCONTRACTOR TO COMMENCE THE WORK.

AGREEMENT MADE AS OF THE 4<sup>TH</sup> DAY OF AUGUST IN THE YEAR TWO THOUSAND TWENTY-THREE (2023).

**BETWEEN THE GENERAL CONTRACTOR:**

**COOK BROTHERS, INC.**  
1255 COMMERCE BOULEVARD  
MIDWAY, FLORIDA 32343  
FAX #: (850) 514-1007  
EMAIL: JMB@COOKBROTHERSINC.COM

**PHONE: 850/514-1006**

**AND THE SUBCONTRACTOR:**

**NAME**  
**ADDRESS**  
**ADDRESS**  
FAX #: ( ) -  
EMAIL: \_\_\_\_\_

**PHONE: ###/###-####**

**THE PROJECT:**

**DOUGLAS BUILDING BREAK ROOM CABINET**  
3900 COMMONWEALTH BLVD.  
TALLAHASSEE, FL 32399

**THE OWNER:**

**DEPARTMENT OF MANAGEMENT SERVICES**  
4050 ESPLANADE WAY  
TALLAHASSEE, FL 32399

**THE ARCHITECT:**

**MLD ARCHITECTS, LLC**  
211 JOHN KNOX ROAD  
TALLAHASSEE, FL 32303

FOR OFFICE USE ONLY

_____ PM APPROVAL TO ISSUE	_____ DATE
_____ LC APPROVAL TO ISSUE	_____ DATE
_____ PM APPROVAL TO EXECUTE	_____ DATE

THE GENERAL CONTRACTOR AND SUBCONTRACTOR AGREE AS SET FORTH BELOW:

**ARTICLE 1: THE CONTRACT DOCUMENTS**

THE CONTRACT DOCUMENTS FOR THIS SUBCONTRACT CONSIST OF THE FOLLOWING: 1) CHANGE ORDERS; 2) SPECIAL CONDITIONS OF SUBCONTRACT; 3) GENERAL CONDITIONS OF SUBCONTRACT; 4) SUBCONTRACT AND EXHIBITS; 5) DRAWINGS; 6) SPECIFICATIONS; 7) PLANS; 8) SPECIAL CONDITIONS OF OWNER CONTRACT; 9) GENERAL CONDITIONS OF OWNER CONTRACT; AND 10) OWNER CONTRACT, ALONG WITH ALL ALTERNATIVES, ADDENDA, EXHIBITS AND BIDS, AS ARE INCORPORATED THEREIN. ALL OF WHICH SHALL BE AVAILABLE FOR INSPECTION BY THE SUBCONTRACTOR UPON ITS WRITTEN REQUEST. THE CONTRACT DOCUMENTS SHALL BE READ IN HARMONY, BUT IN THE EVENT OF ANY CONFLICT BETWEEN THE CONTRACT DOCUMENTS, THE CONFLICT SHALL BE RESOLVED BASED ON THE ABOVE ORDER OF PRIORITY.

**DRAWINGS AND SPECIFICATIONS:** THE DRAWINGS AND SPECIFICATIONS ARE COMPLEMENTARY EACH TO THE OTHER. WHAT IS CALLED FOR BY ONE SHALL BE AS BINDING AS IF CALLED FOR BY BOTH. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OF DETAILS OF WORK WHICH ARE EVIDENTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH ARE CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE SUBCONTRACTOR FROM PERFORMING SUCH WORK. IN ANY CASE OF DISCREPANCY IN THE FIGURES OR CATALOG NUMBERS, THE MATTER SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER WHO SHALL MAKE A DETERMINATION IN WRITING. ANY EXTRA WORK AND/OR ADJUSTMENT BY THE SUBCONTRACTOR WITHOUT WRITTEN APPROVAL FROM THE GENERAL CONTRACTOR SHALL BE AT THE SUBCONTRACTOR'S OWN RISK AND EXPENSE. DRAWINGS ARE DIAGRAMMATIC ONLY. DO NOT SCALE THE DRAWINGS. ALL EQUIPMENT AND/OR MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS, AND ANY CONFLICTING DATA SHALL BE VERIFIED WITH THE ARCHITECT/ENGINEER BEFORE INSTALLATION.

THIS SUBCONTRACTOR ACKNOWLEDGES THAT THE PLANS AND SPECIFICATIONS ARE DIVIDED INTO SECTIONS FOR CONVENIENCE ONLY AND, BY SO DOING, NO ATTEMPT HAS BEEN MADE TO ISOLATE THIS SUBCONTRACTOR'S WORK. ALL OF THIS SUBCONTRACTOR'S RELATED WORK IS PART OF THIS SUBCONTRACT REGARDLESS WHERE SHOWN OR SPECIFIED.

**STANDARDS OF MATERIALS AND WORKMANSHIP:** ALL MATERIALS SHALL BE NEW AND SHALL BE APPROVED BY THE ARCHITECT/ENGINEER. ALL WORK SHALL BE EXECUTED IN A WORKMANLIKE MANNER AND SHALL PRESENT A NEAT APPEARANCE ACCEPTABLE TO THE ARCHITECT/ENGINEER AND GENERAL CONTRACTOR.

PLANS AND SPECIFICATIONS ARE PROVIDED BY THE OWNER/ARCHITECT/ENGINEER ONLY AS STATED IN THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR WILL MAKE AN EFFORT TO PROVIDE THE PLANS AND SPECIFICATIONS FOR THE SUBCONTRACTOR'S USE. HOWEVER, IF THE GENERAL CONTRACTOR IS UNSUCCESSFUL, THE SUBCONTRACTOR MUST PAY THE COST OF REPRODUCTION OF PLANS AND SPECIFICATIONS REQUIRED FOR ITS USE, INCLUDING REPRODUCIBLE PLANS FOR THE SUBCONTRACTOR'S AS-BUILT DRAWINGS.

**ARTICLE 2: THE WORK**

THE SUBCONTRACTOR SHALL FURNISH AND PAY FOR ALL QUALIFIED SUPERVISION, LABOR, MATERIAL, TOOLS, TRANSPORTATION, STORAGE, TAXES, INSURANCE, REQUIRED PERMITS, EQUIPMENT, HOISTING, AND TESTS **TO COMPLETE THE SCOPE OF WORK, ETC.,** AND ALL RELATED WORK FOR A COMPLETE JOB, INCLUDING WITHOUT LIMITATION THE SPECIAL CONDITIONS AS DESCRIBED IN ARTICLE 14.1, ALL IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS AS PREPARED BY **ARCHITECT.**

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION, THE PLANS, SPECIFICATIONS, **ALTERNATE N/A, ADDENDA N/A, BID REVISIONS N/A** AND ALL REQUIRED CODES, ORDINANCES AND REGULATIONS FOR A COMPLETE JOB, CLEANED AND READY FOR THE OWNER'S USE. THE SUBCONTRACTOR SHALL COORDINATE ITS WORK WITH THE OTHER TRADES TO INSURE A PROPER FIT SO AS TO PROVIDE A PROPER AND COMPLETE OPERABLE INSTALLATION.

**ARTICLE 3: TIME OF COMMENCEMENT AND COMPLETION**

TIME IS OF THE ESSENCE OF THIS SUBCONTRACT. NO EXTENSION OF TIME WILL BE VALID WITHOUT THE GENERAL CONTRACTOR'S WRITTEN CONSENT AFTER CLAIM MADE BY THE SUBCONTRACTOR IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. SUCH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. NO CHARGES OR CLAIM FOR DAMAGES SHALL BE MADE BY THE SUBCONTRACTOR FOR ANY ORDINARY DELAYS OR HINDRANCES, FROM ANY CAUSE WHATSOEVER, DURING THE PROGRESS OF ANY PORTION OF THE WORK EMBRACED IN THIS SUBCONTRACT. SUCH DELAYS OR HINDRANCES SHALL BE COMPENSATED FOR ONLY BY AN EXTENSION OF TIME.

THE WORK SHALL COMMENCE ON THE DATE OF THE ISSUANCE OF A NOTICE TO PROCEED ("COMMENCEMENT DATE") BY THE GENERAL CONTRACTOR, WHICH IS TBD; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE ANTICIPATED DATE, SUBCONTRACTOR SHALL BEGIN WORK ON THE ACTUAL COMMENCEMENT DATE.

THE WORK SHALL BE COMPLETED NO LATER THAN **FOURTEEN (14) CALENDAR DAYS FROM COMMENCEMENT DATE ("COMPLETION DATE")**, WITH A LIQUIDATED DAMAGE PROVISION IN THE AMOUNT OF **\$500.00 PER CALENDAR DAY**. SUBCONTRACTOR AGREES TO SUPPLY MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO COMMENCE ITS WORK WHEN DIRECTED BY GENERAL CONTRACTOR AND TO COMPLETE ITS WORK IN SUCH A MANNER SO AS TO ALLOW ALL WORK TO BE COMPLETED WITHIN THE CONTRACT COMPLETION DATE. SUBCONTRACTOR SHALL DILIGENTLY PURSUE THE COMPLETION OF ITS WORK, AND COORDINATE ITS WORK WITH THAT BEING PERFORMED ON THE PROJECT BY THE GENERAL CONTRACTOR AND OTHER TRADES SO THAT THE WORK OF OTHERS IS NOT DELAYED OR IMPAIRED BY ANY ACT OR OMISSION BY SUBCONTRACTOR. THE GENERAL CONTRACTOR SHALL HAVE COMPLETE CONTROL OF THE PROJECT AND SHALL HAVE THE RIGHT TO DECIDE THE TIME AND ORDER IN WHICH THE VARIOUS PORTIONS OF THE WORK SHALL BE INSTALLED AND THE PRIORITY OF THE WORK OF ITS SUBCONTRACTORS AND, IN GENERAL, ALL MATTERS REPRESENTING THE TIMELY AND ORDERLY CONDUCT OF THE WORK OF SUBCONTRACTOR ON PROJECT. GENERAL CONTRACTOR MAY PREPARE A COORDINATED PROGRESS SCHEDULE FOR THE BENEFIT OF THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS, AND IF HE DOES SO, SUBCONTRACTOR IS REQUIRED TO PERFORM HIS WORK IN ACCORDANCE WITH SUCH SCHEDULE OR AS IT MAY BE MODIFIED BY CONTRACTOR AS WORK PROGRESSES. AT ANYTIME THE SUBCONTRACTOR IS BEHIND SCHEDULE IN ITS WORK, SUBCONTRACTOR SHALL, AT ITS OWN EXPENSE, PERFORM OVERTIME WORK, EMPLOY A LARGER WORK FORCE OR TAKE OTHER MEASURES AS NECESSARY TO BRING ITS WORK BACK ON SCHEDULE OR BE LIABLE TO THE GENERAL CONTRACTOR FOR PAYMENT OF LIQUIDATED DAMAGES AS WELL AS CONSEQUENTIAL DAMAGES INCURRED BY THE GENERAL CONTRACTOR.

**ARTICLE 4: THE CONTRACT SUM**

THE GENERAL CONTRACTOR SHALL PAY THE SUBCONTRACTOR IN CURRENT FUNDS FOR THE PERFORMANCE OF THE WORK SET FORTH HEREIN, SUBJECT TO ADDITIONS AND DEDUCTIONS BY CHANGE ORDER, **THE TOTAL SUM OF SPELL OUT AMOUNT (\$0000.00)**.

THE SUBCONTRACTOR SHALL **PROVIDE A COMPLETE COST BREAKDOWN** OF THE VARIOUS ITEMS OF ITS WORK FOR LABOR AND MATERIAL AND A LIST OF ITS MAJOR SUPPLIERS AND SUBCONTRACTORS IN A FORM AND MANNER ACCEPTABLE TO THE GENERAL CONTRACTOR PRIOR TO ANY REQUEST FOR PAYMENT UNDER THIS CONTRACT.

**ARTICLE 5: PROGRESS PAYMENT**

THE GENERAL CONTRACTOR SHALL PAY THE SUBCONTRACTOR MONTHLY, IN ACCORDANCE WITH PARAGRAPHS 13.2 THROUGH 13.5 INCLUSIVE OF THIS SUBCONTRACT, FOR THE PERCENTAGE OF WORK COMPLETE IN PLACE AND APPROVED BY THE ARCHITECT/ENGINEER, LESS FIVE PERCENT (05%) RETAINAGE. THIS PROGRESS PAYMENT MUST BE INITIALED OR CERTIFIED BY THE JOB SUPERINTENDENT AND DELIVERED TO THE GENERAL CONTRACTOR'S OFFICE NO LATER THAN THE **20<sup>TH</sup>** OF EACH MONTH OR AS DIRECTED BY THE GENERAL CONTRACTOR IN WRITING. THIS SUBCONTRACTOR WILL BE PAID ITS PERCENTAGE WITHIN SEVEN (7) DAYS AFTER THE OWNER PAYS THE GENERAL CONTRACTOR AND THE REQUIREMENTS OF PARAGRAPH NUMBERS 13.02, 13.02.1, 13.02.2 AND 13.03 HAVE BEEN SATISFIED. THE REQUISITION FOR PAYMENT MUST BE ON THE FORM PROVIDED BY THE GENERAL CONTRACTOR AND MUST INCLUDE A LIEN RELEASE. THESE FORMS WILL BE AVAILABLE FROM THE SUPERINTENDENT'S OFFICE. NO PAYMENT WILL BE MADE UNTIL THE REQUIRED FORMS ARE PROPERLY COMPLETED, SUBMITTED AND APPROVED. NO PAYMENT TO THE SUBCONTRACTOR, EITHER PROGRESS PAYMENTS OR FINAL PAYMENT, SHALL OPERATE AS AN APPROVAL OF SUBCONTRACTOR'S WORK OR MATERIAL, OR ANY PART THEREOF. ALL PAYMENTS TO THE SUBCONTRACTOR ARE CONTINGENT UPON THE RECEIPT OF PAYMENT TO THE GENERAL CONTRACTOR FROM THE OWNER.

FURTHERMORE, IT SHALL BE A CONDITION PRECEDENT TO ANY LIABILITY OF THE GENERAL CONTRACTOR AND/OR ITS SURETY COMPANY FOR ANY PAYMENT DUE TO THE SUBCONTRACTOR, THAT THE GENERAL CONTRACTOR AND/OR THE SURETY COMPANY BE IN RECEIPT OF PAYMENT FROM THE OWNER FOR SUBCONTRACTOR'S WORK. IF THE OWNER HAS NOT PAID THE GENERAL CONTRACTOR AND/OR THE SURETY COMPANY FOR ANY REASON WHATSOEVER, INCLUDING THE OWNER'S FINANCIAL INABILITY TO PAY OR OTHER REASON NOT RELATED TO THIS SUBCONTRACTOR, THE SUBCONTRACTOR AGREES THAT THE GENERAL CONTRACTOR AND/OR THE SURETY COMPANY SHALL NOT BE LIABLE FOR PAYMENT, NOR BE INDEBTED TO THE SUBCONTRACTOR. THE SUBCONTRACTOR ASSUMES THE CREDIT RISK OF THE OWNER AND AGREES THAT IT HAS RELIEF ON THE OWNER'S CREDIT AND NOT THAT OF THE GENERAL CONTRACTOR AND/OR THE SURETY COMPANY. GENERAL CONTRACTOR AND/OR THE SURETY COMPANY SHALL HAVE NO OBLIGATION TO PAY SUBCONTRACTOR UNLESS AND UNTIL GENERAL CONTRACTOR AND/OR THE SURETY COMPANY RECEIVES PAYMENT FOR SUBCONTRACTOR'S WORK FROM THE OWNER.

**ARTICLE 6: FINAL PAYMENT**

IMMEDIATELY AFTER THE COMPLETION OF THIS SUBCONTRACTOR'S WORK, AND PRIOR TO ITS FINAL REQUEST FOR PAYMENT, SUBCONTRACTOR SHALL SUBMIT TO THE GENERAL CONTRACTOR ALL CLOSING DOCUMENTS AS MAY BE REQUIRED BY THE CONTRACT DOCUMENTS, INCLUDING, BUT NOT LIMITED TO, RELEASE OF LIENS, CERTIFICATIONS, "AS-BUILT" DRAWINGS, WARRANTIES, OPERATION INSTRUCTIONS FOR EQUIPMENT, REQUIRED BONDS AND GUARANTEES, IN A FORM AND MANNER ACCEPTABLE TO THE GENERAL CONTRACTOR. THESE DOCUMENTS ARE TO BE PLACED IN A BINDER WITH IDENTIFICATION FOR PRESENTATION TO ARCHITECT/ENGINEER AND OWNER WITH THE FINAL PAYMENT REQUEST. FURTHER, A FINAL RELEASE OF LIEN (IN A FORM ACCEPTABLE TO GENERAL CONTRACTOR) IS REQUIRED TO BE PROVIDED BY THE SUBCONTRACTOR, FOR ALL VENDORS, LESSORS, SUPPLIERS AND/OR SUB-SUBCONTRACTORS OF THE SUBCONTRACTOR WHO HAVE FILED A "NOTICE TO OWNER" ON THIS PROJECT, OR WHO HAVE COMMENCED WORK WITHIN FORTY-FIVE (45) DAYS OF THE COMPLETION OF THE PROJECT.

FINAL PAYMENT SHALL BE DUE WHEN THE WORK DESCRIBED IN THIS SUBCONTRACT IS FULLY COMPLETED AND PERFORMED IN ACCORDANCE WITH ALL PROVISIONS OF THIS SUBCONTRACT AND SUBMISSION OF ALL CLOSING DOCUMENTS SET FORTH IN THE PRECEDING PARAGRAPH IS COMPLETE. BEFORE ISSUANCE OF THE FINAL PAYMENT, THE SUBCONTRACTOR SHALL SUBMIT EVIDENCE SATISFACTORY TO THE GENERAL CONTRACTOR THAT ALL PAYROLLS, BILLS FOR MATERIAL AND EQUIPMENT, AND ALL KNOWN INDEBTEDNESS CONNECTED WITH THE SUBCONTRACTOR'S WORK HAVE BEEN SATISFIED.

FINAL PAYMENT TO THE SUBCONTRACTOR IS CONTINGENT UPON RECEIPT OF FINAL PAYMENT BY THE GENERAL CONTRACTOR FROM THE OWNER.

RETAINAGE SHALL NOT BE DUE TO THE SUBCONTRACTOR UNTIL RECEIPT OF THOSE FUNDS BY THE GENERAL CONTRACTOR FROM THE OWNER.

**ARTICLE 7: DISPUTES**

IN THE EVENT OF ANY DISPUTE BETWEEN THE GENERAL CONTRACTOR AND THE SUBCONTRACTOR, DUE TO ANY ACTION OF THE OWNER OR INVOLVING THE CONTRACT DOCUMENTS, INCLUDING THE ASSESSMENT OF LIQUIDATED DAMAGES BY THE OWNER AGAINST THE GENERAL CONTRACTOR AND THE SUBSEQUENT ASSESSMENT OF LIQUIDATED DAMAGES BY THE GENERAL CONTRACTOR AGAINST THE SUBCONTRACTOR, THE SUBCONTRACTOR AGREES TO BE BOUND TO THE GENERAL CONTRACTOR TO THE SAME EXTENT THAT THE GENERAL CONTRACTOR IS BOUND TO THE OWNER BY THE TERMS OF THE CONTRACT DOCUMENTS AND BY ANY AND ALL PRELIMINARY AND FINAL DECISIONS OR DETERMINATIONS MADE THEREUNDER, NOTWITHSTANDING THE PROVISIONS OF ANY PAYMENT BOND PROVIDED UNDER THE CONTRACT DOCUMENTS BY THE GENERAL CONTRACTOR.

SUBCONTRACTOR HEREBY AGREES TO NOTIFY THE GENERAL CONTRACTOR PROMPTLY IN WRITING, OF ANY CLAIM, ASSERTION, LOSS, LIABILITY, DAMAGE, FINE, COST OR EXPENSE FOR WHICH THE SUBCONTRACTOR ASSERTS THAT FUNDS, IN ADDITION TO THE CONTRACT PRICE, ARE DUE, AS SOON AS POSSIBLE, BUT IN NO CASE LATER THAN SEVEN (7) DAYS AFTER THE OCCURRENCE OF SUCH EVENT. THE NOTICE SHALL CONTAIN SUFFICIENT SPECIFICITY SO AS TO ALLOW THE GENERAL CONTRACTOR TO EVALUATE THE ISSUES. *NOTICE OF CLAIMS RECEIVED AFTER THIS SEVEN (7) DAY PERIOD SHALL BE BARRED.*

SUBCONTRACTOR SHALL CARRY ON ITS WORK AND WILL MAINTAIN THE PROGRESS OF THE WORK DURING ANY ARBITRATION PROCEEDING OR LITIGATION PROCEEDING WHICH MAY BE INITIATED BETWEEN THE GENERAL CONTRACTOR AND THE OWNER, WHICH RELATE TO THIS SUBCONTRACT, AND IF REQUESTED BY THE GENERAL CONTRACTOR, SHALL CARRY ON ITS WORK AND WILL MAINTAIN THE PROGRESS DURING ANY ARBITRATION PROCEEDINGS OR LITIGATION PROCEEDINGS BETWEEN THE GENERAL CONTRACTOR AND THE SUBCONTRACTOR.

THE GENERAL CONTRACTOR SHALL NOT BE LIABLE TO SUBCONTRACTOR FOR ANY DAMAGES OR DELAY TO SUBCONTRACTOR'S WORK CAUSED BY OTHER SUBCONTRACTORS, OR BY ANY CAUSE BEYOND GENERAL CONTRACTOR'S CONTROL, OR WHICH IS CAUSED OR CONTRIBUTED TO BY THE SUBCONTRACTOR.

WHEN THE GENERAL CONTRACTOR IS INVOLVED IN ANY ARBITRATION OR LITIGATION WHICH IN ANY MANNER RELATES TO THIS SUBCONTRACT OR THE LABOR, MATERIAL OR SERVICES TO BE PROVIDED THEREUNDER, THE SUBCONTRACTOR SHALL BE RESPONSIBLE TO FULLY PREPARE AND PRESENT, UNDER THE GENERAL CONTRACTOR'S SUPERVISION, THE GENERAL CONTRACTOR'S CASE AS IT RELATES TO THIS SUBCONTRACT. IN THE EVENT THE SUBCONTRACTOR FAILS TO ACT AS PROVIDED HEREIN, THE GENERAL CONTRACTOR SHALL TAKE WHATEVER MEANS ARE NECESSARY TO FULLY PREPARE AND PRESENT ITS CASE AS IT RELATES TO THIS SUBCONTRACT, AND THE COST OF WHICH, INCLUDING REASONABLE ATTORNEY'S FEES, SHALL BE BORNE BY THE SUBCONTRACTOR. IN EITHER EVENT, THE SUBCONTRACTOR HEREBY AGREES TO BE BOUND BY THE RESULT OF THE ARBITRATION OR LITIGATION TO THE SAME DEGREE AS THE GENERAL CONTRACTOR, AS IT PERTAINS TO THIS SUBCONTRACT.

**ARTICLE 8: CHANGES**

THIS SUBCONTRACTOR SHALL SUBMIT IN WRITING ANY CLAIMS FOR ADJUSTMENT IN PRICE FOR CHANGES OR EXTRA WORK DIRECTED BY THE OWNER OR AS A RESULT OF DEFICIENCIES OR DISCREPANCIES IN THE CONTRACT DOCUMENTS, TO THE GENERAL CONTRACTOR IN SUCH TIME FORM AND MANNER AS TO ALLOW THE GENERAL CONTRACTOR TO COMPLY WITH THE APPLICABLE PROVISIONS OF THE CONTRACT DOCUMENTS RELATING TO NOTICE OF CLAIMS TO OWNER.

THE GENERAL CONTRACTOR SHALL PROCESS SAID CLAIMS IN THE MANNER PROVIDED BY, AND IN ACCORDANCE WITH, THE PROVISIONS OF THE CONTRACT DOCUMENTS. SUBCONTRACTOR AGREES THAT ADJUSTMENTS SHALL BE MADE ONLY TO THE EXTENT THAT THE GENERAL CONTRACTOR RECEIVES RELIEF FROM, OR MUST GRANT RELIEF TO, THE OWNER. NO CHANGES ARE VALID WITHOUT THE WRITTEN CONSENT OF THE GENERAL CONTRACTOR.

**ARTICLE 9: PERFORMANCE BOND AND PAYMENT BOND**

THIS SUBCONTRACTOR IS TO PROVIDE; (A) 100% PERFORMANCE BOND, AND (B) 100% PAYMENT BOND. BONDS MUST BE FROM A SURETY COMPANY ACCEPTABLE TO THE GENERAL CONTRACTOR AND OWNER, AND SATISFY THE REQUIREMENTS AS SPECIFIED IN THE CONTRACT DOCUMENTS. BONDS MUST BE MADE PAYABLE TO BOTH THE OWNER AND GENERAL CONTRACTOR, OR AS DIRECTED BY THE GENERAL CONTRACTOR. THE BOND FORMS WILL BE FURNISHED BY THE GENERAL CONTRACTOR. THE COST OF BONDS IS TO BE PAID BY THE SUBCONTRACTOR.

**ARTICLE 10: TEMPORARY SITE FACILITIES**

THIS SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY SITE FACILITIES, UTILITIES, SECURITY OF STORAGE FACILITIES THAT THE SUBCONTRACTOR DEEMS NECESSARY FOR ITS WORK; SHALL PROVIDE ANY TEMPORARY SERVICES NORMALLY PROVIDED BY THE TRADE; AND SHALL PAY FOR ANY LONG DISTANCE CALLS MADE ON THE GENERAL CONTRACTOR'S TELEPHONE. ALL MOVEMENTS TO AND FROM THE PROJECT, AND STORAGE SITES ON THIS PROJECT, SHALL BE APPROVED BY THE JOB SUPERINTENDENT. IT IS REQUIRED THAT THIS SUBCONTRACTOR'S PERSONNEL NOTIFY THE FIELD OFFICE WHEN ARRIVING AND LEAVING THE PROJECT AND PROVIDE ALL REQUIRED DAILY REPORTS IN THE REQUESTED TIME FRAME.

**ARTICLE 11: INSURANCE:**

PRIOR TO STARTING WORK, THIS SUBCONTRACTOR WILL FURNISH SATISFACTORY EVIDENCE OF INSURANCE OBTAINED FROM A RESPONSIBLE INSURER WHO IS AT LEAST RATED "A" BY BEST'S INSURANCE GUIDE. ALL MINIMUMS OF LIMITS FOR INSURANCE ARE THE GREATER OF EITHER THOSE LISTED ON THE CHART BELOW TITLED "MINIMUM INSURANCE REQUIREMENTS" OR THOSE REQUIRED BY THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR AND SUBCONTRACTOR WAIVE ALL RIGHTS AGAINST EACH OTHER, AND AGAINST THE OWNER AND ALL OTHER SUBCONTRACTORS, FOR DAMAGES CAUSED BY FIRE OR OTHER PERILS TO THE EXTENT COVERED BY PROPERTY INSURANCE PROVIDED UNDER THE GENERAL CONDITIONS, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE.

THIS SUBCONTRACTOR SHALL SUBMIT TO THE GENERAL CONTRACTOR'S OFFICE PRIOR TO THE COMMENCEMENT OF WORK, ACCEPTABLE ORIGINAL INSURANCE CERTIFICATES INCLUDING, BUT NOT LIMITED TO, GENERAL PUBLIC LIABILITY, PROPERTY DAMAGE, AUTOMOBILE/VEHICLE/EQUIPMENT LIABILITY, EXCESS LIABILITY, AND WORKER'S COMPENSATION. "FOR ANY AND ALL OPERATIONS" IS TO BE LISTED IN THE DESCRIPTION FIELD. ALL POLICIES, EXCEPT WORKER'S COMPENSATION, MUST ENDORSE COOK BROTHERS, INC. AS *ADDITIONAL INSURED*. *ALL POLICIES MUST INCLUDE "ONGOING AND COMPLETED OPERATIONS INSURANCE COVERAGE IN EFFECT THROUGH THE STATUTE OF REPOSE ON A PRIMARY AND NONCONTRIBUTORY BASIS"* AND MUST INCLUDE A WAIVER OF SUBROGATION IN FAVOR OF COOK BROTHERS, INC. **PLEASE NOTE THAT THESE CERTIFICATES MUST BE SUBMITTED TO THE GENERAL CONTRACTOR PRIOR TO THE START OF ANY WORK, AND BEFORE ANY PAYMENTS ARE MADE TO THE SUBCONTRACTOR. ANY DEDUCTIBLE AMOUNT ON ANY POLICY RELATED TO THIS SUBCONTRACT IS THE RESPONSIBILITY OF SUBCONTRACTOR.**

<b>MINIMUM INSURANCE REQUIREMENTS</b>		
<b>LIMITS</b>		
<b>GENERAL LIABILITY</b>		
	EACH OCCURRENCE	\$1,000,000
	GENERAL AGGREGATE	\$2,000,000
<b>AUTOMOBILE LIABILITY</b>		
	COMBINED SINGLE LIMIT	\$500,000
<b>COOK MUST BE ENDORSED AS ADDITIONAL INSURED (SEE ABOVE)</b>		
<b>WORKER'S COMPENSATION – STATUTORY REQUIREMENTS</b>		
	E. L. EACH ACCIDENT	\$100,000
	E. L. DISEASE – EACH EMPLOYEE	\$100,000

E. L. DISEASE – POLICY LIMIT	\$500,000
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**ARTICLE 12: WORKING CONDITIONS**

THIS SUBCONTRACTOR SHALL WORK UNDER THE SUPERVISION OF THE GENERAL CONTRACTOR’S JOB SUPERINTENDENT AND SHALL DIRECT ALL QUESTIONS CONCERNING THIS PROJECT TO THE JOB SUPERINTENDENT OR THE GENERAL CONTRACTOR’S OFFICE. FOR ANY AND ALL CHANGES IN THE WORK, THE GENERAL CONTRACTOR MUST BE NOTIFIED IN WRITING AND A WRITTEN REQUEST SUBMITTED AND APPROVED BY THE GENERAL CONTRACTOR AND ARCHITECT/ENGINEER. ANY EXTRA WORK PERFORMED WITHOUT SUCH WRITTEN ORDER WILL BE AT THE SUBCONTRACTOR’S SOLE RISK AND EXPENSE. THE GENERAL CONTRACTOR WILL NOT ASSUME ANY LIABILITY FOR ANY CHANGES IN THE PLANS AND SPECIFICATIONS PERFORMED BY THE SUBCONTRACTOR WITHOUT PROPERLY EXECUTED WRITTEN APPROVAL FROM THE GENERAL CONTRACTOR’S OFFICE. THIS SUBCONTRACTOR AGREES TO HAVE A RESPONSIBLE PERSON ON THE PROJECT SITE AT ALL TIMES ITS PERSONNEL ARE PERFORMING WORK. THIS INDIVIDUAL MUST HAVE KNOWLEDGE OF THE WORK TO BE PERFORMED, THE GENERAL CONTRACTOR, THE PLANS AND OVERALL SCHEME/SCOPE OF THE PROJECT. THIS PERSON MUST ATTEND ALL PROJECT MEETINGS WITH AUTHORITY, IF REQUESTED BY THE GENERAL CONTRACTOR, TO CHANGE THE WORK SCHEDULE, PARTICIPATE IN INSTALLATION/COORDINATION EFFORTS, AND IN ENVIRONMENTAL SAFETY ISSUES. NO FIREARMS (EXCEPT IN ACCORDANCE WITH F.S. 790.251), ALCOHOLIC BEVERAGES, ILLEGAL SUBSTANCES, OR NARCOTICS WILL BE ALLOWED ON THIS JOBSITE. ANY PERSON POSSESSING SUCH WILL BE REMOVED FROM THE JOBSITE.

**ARTICLE 13: SUBCONTRACTOR’S RESPONSIBILITIES**

**13.01** THE SUBCONTRACTOR SHALL BE BOUND TO THE GENERAL CONTRACTOR BY THE TERMS OF THIS AGREEMENT AND OF THE CONTRACT DOCUMENTS BETWEEN THE OWNER AND THE GENERAL CONTRACTOR, AND SHALL ASSUME TOWARD THE GENERAL CONTRACTOR ALL THE OBLIGATIONS AND RESPONSIBILITIES WHICH THE GENERAL CONTRACTOR, BY THOSE DOCUMENTS, ASSUMES TOWARD THE OWNER, AND SHALL HAVE THE BENEFIT OF ALL RIGHTS, REMEDIES AND REDRESS AGAINST THE GENERAL CONTRACTOR WHICH THE GENERAL CONTRACTOR, BY THOSE DOCUMENTS, HAS AGAINST THE OWNER, INSOFAR AS APPLICABLE TO THIS SUBCONTRACT; PROVIDED, THAT WHERE ANY PROVISION OF THE CONTRACT DOCUMENTS BETWEEN THE OWNER AND THE GENERAL CONTRACTOR IS INCONSISTENT WITH ANY PROVISION OF THIS SUBCONTRACT, THIS SUBCONTRACT SHALL GOVERN.

**13.02** THE SUBCONTRACTOR SHALL SUBMIT TO THE GENERAL CONTRACTOR REQUISITIONS FOR PAYMENT IN THE MANNER AND AT SUCH TIMES AS STIPULATED IN ARTICLE 5 TO ENABLE THE GENERAL CONTRACTOR TO APPLY FOR PAYMENT FROM THE OWNER.

**13.02.1** IF PAYMENTS ARE MADE ON THE VALUATION OF WORK DONE, THE SUBCONTRACTOR SHALL, BEFORE THE FIRST APPLICATION, SUBMIT TO THE GENERAL CONTRACTOR A DETAILED SCHEDULE OF VALUES OF THE VARIOUS PARTS OF THE WORK AGGREGATING THE TOTAL SUM OF THIS SUBCONTRACT, MADE OUT IN SUCH DETAIL AS THE GENERAL CONTRACTOR MAY REQUEST, OR AS REQUIRED BY THE OWNER, AND SUPPORTED BY SUCH EVIDENCE AS TO ITS CORRECTNESS AS THE GENERAL CONTRACTOR MAY DIRECT. THIS SCHEDULE, WHEN APPROVED BY THE GENERAL CONTRACTOR, SHALL BE USED AS A BASIS FOR REQUISITIONS FOR PAYMENT, UNLESS IT IS FOUND TO BE IN ERROR.

**13.02.2** IF PAYMENTS ARE MADE ON ACCOUNT OF MATERIALS AND/OR EQUIPMENT NOT INCORPORATED IN THE WORK, BUT DELIVERED AND SUITABLY STORED AT THE SITE, OR AT SOME OTHER LOCATION AGREED UPON IN WRITING BY THE GENERAL CONTRACTOR, SUCH PAYMENTS SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS AND AGREED UPON BY THE OWNER AND/OR ARCHITECT/ENGINEER. THE SUBCONTRACTOR SHALL, IN ADDITION TO THE OTHER REQUISITES OF THE CONTRACT DOCUMENTS, MAKE ANY OTHER PROVISIONS NECESSARY, INCLUDING INSURANCE AND/OR BONDS TO FULLY COVER LOSS OR DAMAGE TO THE MATERIAL, TO ENSURE AND PROTECT THE GENERAL CONTRACTOR’S AND/OR OWNER’S TITLE AND RIGHT OF POSSESSION AND ACCESS TO SUCH MATERIALS IN CONDITION AS PAID FOR.

**13.02.3** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SUBCONTRACTOR WILL NOT ACCEPT ANY OTHER WORK FROM ANY THIRD PARTY WHICH WILL JEOPARDIZE OR CONFLICT WITH THE PROGRESS OF THIS PROJECT.

**13.03** THE SUBCONTRACTOR SHALL PAY FOR ALL SERVICES, MATERIALS, EQUIPMENT AND LABOR USED IN, OR IN CONNECTION WITH, THE PERFORMANCE OF THIS SUBCONTRACT THROUGH THE PERIOD COVERED BY PREVIOUS PAYMENTS RECEIVED FROM THE CONTRACTOR, AND SHALL FURNISH PARTIAL WAIVER AND RELEASE OF LIENS TO VERIFY COMPLIANCE WITH THE ABOVE REQUIREMENTS.

**13.04** THE SUBCONTRACTOR SHALL MAKE ALL REQUESTS FOR INFORMATION PROMPTLY, IN WRITING, TO THE GENERAL CONTRACTOR FOR ADDITIONAL WORK, EXTENSIONS OF TIME OR OTHERWISE, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

**13.04.1** THE SUBCONTRACTOR SHALL NOT COMMUNICATE WITH THE OWNER, THE LENDER OR THEIR REPRESENTATIVES WITHOUT THE KNOWLEDGE AND CONSENT OF THE GENERAL CONTRACTOR. SUCH ACTION IS CAUSE FOR IMMEDIATE TERMINATION OF THIS /SUBCONTRACT.

**13.05** IN CARRYING OUT ITS WORK, THE SUBCONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROPERLY PROTECT THE FINISHED WORK OF OTHER TRADES FROM DAMAGE CAUSED BY ITS OPERATIONS. THE FINISHED PRODUCT OF ITS WORK IS THIS SUBCONTRACTOR’S TOTAL RESPONSIBILITY UNTIL ACCEPTED AT FINAL INSPECTION. THE SUBCONTRACTOR IS RESPONSIBLE FOR

ITS OWN LAYOUT OF WORK. IT IS UNDERSTOOD AND AGREED THAT THE SUBCONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL INSTALLED BENCH MARKS AND LAYOUT POINTS, AND THE REPLACEMENT OF ALL DAMAGED, DESTROYED, ALTERED OR CHANGED POINTS AT ITS OWN EXPENSE.

**13.06** THE SUBCONTRACTOR SHALL AT ALL TIMES KEEP THE BUILDINGS AND PREMISES CLEAN OF DEBRIS ARISING OUT OF THE OPERATIONS OF THIS SUBCONTRACT. ALL OF THIS SUBCONTRACTOR'S DEBRIS SHALL BE DISPOSED OF BY THE SUBCONTRACTOR INTO AN AREA DESIGNATED BY THE GENERAL CONTRACTOR. UNLESS OTHERWISE PROVIDED, THE SUBCONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL UNCLEAN CONDITIONS CAUSED BY ITS WORK. TEMPORARY UTILITIES (WATER AND ELECTRICITY) WILL BE PROVIDED BY THE GENERAL CONTRACTOR FOR STANDARD USE ONLY. EACH SUBCONTRACTOR SHALL BEAR THE COST OF UTILITIES USED FOR A SPECIFIC OPERATION REQUIRING LONGER AMOUNTS OF THESE UTILITIES (I.E. IRRIGATION, H.V.A.C. TEST AND BALANCE, AND OVERTIME LIGHTING).

**13.07** THE SUBCONTRACTOR AGREES TO CLEAN UP, REMOVE, AND DISPOSE OF ANY DEBRIS CREATED BY ITS WORK DAILY AND AGREES TO REPAIR OR REPLACE, AS REQUIRED, DAMAGES CAUSED BY ITS PERSONNEL'S NEGLIGENCE OR FAULTY MATERIAL, INCLUDING WITHOUT LIMITATION DAMAGE TO THE WORK OF THE GENERAL CONTRACTOR OR OTHER SUBCONTRACTORS. ALL DEBRIS MUST BE DISPOSED OF DAILY AS DIRECTED BY THE JOB SUPERINTENDENT. IF THIS IS NOT ACCOMPLISHED, THE GENERAL CONTRACTOR WILL, AFTER TWENTY-FOUR (24) HOURS NOTICE TO THE SUBCONTRACTOR, PERFORM THE REQUIRED WORK AND CHARGE THE SUBCONTRACTOR THE ACTUAL COST PLUS TWENTY-FIVE PERCENT (25%). IF THE WORK IS DAMAGED BY THE SUBCONTRACTOR, THE SUBCONTRACTOR WILL CAUSE SUCH DAMAGE TO BE CORRECTED TO THE SATISFACTION OF, AND WITHOUT COST TO, THE GENERAL CONTRACTOR. IF A TRADESMAN OR OTHER SUBCONTRACTOR WHO HAS BEEN DAMAGED SUES OR INITIATES ANY PROCEEDINGS AGAINST THE GENERAL CONTRACTOR ON ACCOUNT OF ANY DAMAGES ALLEGED TO HAVE BEEN CAUSED BY SUBCONTRACTOR, THEN SUBCONTRACTOR SHALL DEFEND SUCH PROCEEDINGS AT ITS OWN EXPENSE, AND SHALL PAY OR SATISFY ANY JUDGMENT OR AWARD AGAINST THE GENERAL CONTRACTOR AND SHALL REIMBURSE GENERAL CONTRACTOR FOR ALL ATTORNEY'S FEES AND COSTS WHICH ARE INCURRED IN SUCH PROCEEDING.

**13.08** THE SUBCONTRACTOR SHALL TAKE ALL REASONABLE SAFETY PRECAUTIONS, WITH RESPECT TO ITS WORK; SHALL COMPLY WITH ALL SAFETY MEASURES INITIATED BY THE GENERAL CONTRACTOR AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS, AND ORDERS OF ANY PUBLIC AUTHORITY FOR THE SAFETY OF PERSONS OR PROPERTY IN ACCORDANCE WITH REQUIREMENTS OF CONTRACT DOCUMENTS. THE SUBCONTRACTOR SHALL REPORT WITHIN THREE (3) DAYS, IN WRITING, TO THE GENERAL CONTRACTOR ANY INJURY TO ANY OF THE SUBCONTRACTOR'S EMPLOYEES AT THE SITE. A COMPLETE SAFETY AND/OR HAZARD ANALYSIS PLAN MAY BE REQUIRED BY THE OWNER, AND IT IS THE SUBCONTRACTOR'S RESPONSIBILITY TO PROVIDE SAME FOR APPROVAL. THE GENERAL CONTRACTOR WILL NOT BE RESPONSIBLE FOR ANY FINES ARISING FROM THE PERFORMANCE OF THE WORK AND SUBCONTRACTOR SHALL INDEMNIFY AND HOLD GENERAL CONTRACTOR HARMLESS FROM ANY SUCH FINES, INCLUDING GENERAL CONTRACTOR'S ATTORNEY'S FEES. . ALL OF THE SUBCONTRACTOR'S SITE PERSONNEL ARE REQUIRED TO ATTEND ALL JOBSITE SAFETY MEETINGS.

**13.09** THE SUBCONTRACTOR SHALL NOT ASSIGN THIS SUBCONTRACT OR ANY AMOUNTS DUE OR TO BECOME DUE HEREUNDER, WITHOUT THE WRITTEN CONSENT OF THE GENERAL CONTRACTOR, NOR SHALL IT SUBCONTRACT THE WHOLE OF THIS SUBCONTRACT WITHOUT THE WRITTEN CONSENT OF THE GENERAL CONTRACTOR, NOR, FURTHER, SUBCONTRACT PORTIONS OF THIS SUBCONTRACT WITHOUT WRITTEN NOTIFICATION TO AND APPROVAL BY THE GENERAL CONTRACTOR.

**13.10** THE SUBCONTRACTOR WARRANTS THAT ALL MATERIALS AND EQUIPMENT FURNISHED AND INCORPORATED BY IT IN THE PROJECT SHALL BE NEW, UNLESS OTHERWISE SPECIFIED, AND THAT ALL WORK UNDER THIS SUBCONTRACT SHALL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS. ALL WORK NOT CONFORMING TO THESE STANDARDS WILL BE CONSIDERED DEFECTIVE. THE WARRANTY PROVIDED ON THIS PARAGRAPH 13.10 SHALL BE IN ADDITION TO, AND NOT IN LIMITATION OF, ANY OTHER WARRANTY OR REMEDY REQUIRED BY LAW OR BY THE CONTRACT DOCUMENTS.

**13.11** THE SUBCONTRACTOR AGREES THAT IF IT SHOULD NEGLECT TO PROSECUTE THE WORK DILIGENTLY AND PROPERLY OR FAIL TO PERFORM ANY PROVISIONS OF THIS SUBCONTRACT, THE GENERAL CONTRACTOR, AFTER SEVENTY-TWO (72) HOURS WRITTEN NOTICE TO THE SUBCONTRACTOR, MAY WITHOUT PREJUDICE TO ANY OTHER REMEDY ALLOWED HEREUNDER, MAKE GOOD SUCH DEFICIENCIES AND MAY DEDUCT THE COST FROM ANY PAYMENTS THEN OR THEREAFTER DUE SUBCONTRACTOR.

**13.12** THE SUBCONTRACTOR ACKNOWLEDGES THAT THE GENERAL CONTRACTOR'S EQUIPMENT, IF ANY, WILL BE AVAILABLE TO THE SUBCONTRACTOR ONLY AT THE GENERAL CONTRACTOR'S DISCRETION AND ON MUTUALLY SATISFACTORY TERMS AND SUBCONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE GENERAL CONTRACTOR FOR ANY DAMAGE TO SUCH EQUIPMENT OR LIABILITY ASSOCIATED WITH THE USE OF THIS EQUIPMENT.

**13.13** THE SUBCONTRACTOR SHALL FURNISH PERIODIC PROGRESS REPORTS OF ITS WORK AS DIRECTED BY THE GENERAL CONTRACTOR, INCLUDING INFORMATION ON THE STATUS OF MATERIALS AND EQUIPMENT TO BE UTILIZED UNDER THIS SUBCONTRACT WHICH MAY BE IN THE COURSE OF PREPARATION OR MANUFACTURE.

**13.14** THE SUBCONTRACTOR SHALL MAKE ANY AND ALL CHANGES IN THE WORK WITHOUT INVALIDATING THIS SUBCONTRACT WHEN SPECIFICALLY ORDERED TO DO SO IN WRITING BY THE GENERAL CONTRACTOR. THE SUBCONTRACTOR, PRIOR TO THE COMMENCEMENT OF SUCH CHANGED OR REVISED WORK, SHALL SUBMIT PROMPTLY TO THE GENERAL CONTRACTOR WRITTEN

COPIES OF THE COST OR CREDIT PROPOSAL FOR SUCH REVISED WORK IN A MANNER CONSISTENT WITH THE CONTRACT DOCUMENTS.

**13.15** THE SUBCONTRACTOR SHALL COOPERATE WITH THE GENERAL CONTRACTOR AND OTHER SUBCONTRACTORS WHOSE WORK MIGHT INTERFERE WITH THE SUBCONTRACTOR'S WORK, AND SHALL PARTICIPATE IN THE PREPARATION OF COORDINATED DRAWINGS IN AREAS OF CONGESTION AS REQUIRED BY THE CONTRACT DOCUMENTS, SPECIFICALLY NOTING AND ADVISING THE GENERAL CONTRACTOR OF ANY SUCH INTERFERENCE. SUBCONTRACTOR HAS THE DUTY AND RESPONSIBILITY TO COORDINATE ITS SHOP DRAWINGS WITH THE OTHER SUBCONTRACTORS AND THE DUTY TO FIELD-CHECK THOSE DRAWINGS TO ASSURE A PROPER FIT OF ALL ITEMS.

**13.16** THE SUBCONTRACTOR SHALL COOPERATE WITH THE GENERAL CONTRACTOR IN SCHEDULING AND PERFORMING ITS WORK TO AVOID CONFLICT OR INTERFERENCE WITH THE WORK OF OTHERS AND ACKNOWLEDGES THAT OTHER SUBCONTRACTORS AND WORKERS MAY BE ENGAGED IN ON-GOING ACTIVITIES IN THE SAME AREA AND ON POSSIBLY THE SAME SYSTEM, COORDINATION OF ACTIVITIES IN ORDER TO MAINTAIN THE REQUIRED WORK SCHEDULE IS THE RESPONSIBILITY OF THE SUBCONTRACTOR. SUBCONTRACTOR SHALL PROVIDE A RESPONSIBLE PERSON TO ATTEND ALL COORDINATION MEETINGS AT WHICH TIME THE JOB PROGRESS AND SCHEDULING OF THE WORK WILL BE DISCUSSED AND AT WHICH TIME A COPY OF THE CURRENT SCHEDULE WILL BE AVAILABLE FOR REVIEW BY THE SUBCONTRACTOR.

**13.17** THE SUBCONTRACTOR SHALL PROMPTLY SUBMIT SHOP DRAWINGS, SAMPLES, AND/OR DATA AS REQUIRED IN ORDER TO PERFORM ITS WORK EFFICIENTLY, EXPEDITIOUSLY, AND IN A MANNER THAT WILL NOT CAUSE DELAY IN THE PROGRESS OF THE WORK OF THE GENERAL CONTRACTOR OR OTHER SUBCONTRACTORS. NOTE THAT THIS MATERIAL IS URGENTLY NEEDED WITHIN THIRTY (30) DAYS OF THE DATE OF THIS SUBCONTRACT. SUBMITTALS SHALL BE IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS. ANY ITEMS INSTALLED BY THIS SUBCONTRACTOR, BUT NOT APPROVED BY THE ARCHITECT/ENGINEER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, SHALL BE AT THE SUBCONTRACTOR'S RISK. ALL SUBMITTAL DATA SHALL BE FURNISHED IN EIGHT (8) COPIES, AND VERIFIED BY SUBCONTRACTOR BEFORE SUBMITTAL TO THE GENERAL CONTRACTOR.

**13.18** THE SUBCONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK UNDER THIS SUBCONTRACT. THE SUBCONTRACTOR SHALL SECURE AND PAY FOR ALL PERMITS, FEES, TESTS AND LICENSES NECESSARY FOR THE EXECUTION OF THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS AS APPLICABLE TO THIS SUBCONTRACT.

**13.19** THE SUBCONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL TAX LAWS, SOCIAL SECURITY ACTS, UNEMPLOYMENT COMPENSATION ACTS, WORKER'S COMPENSATION ACTS, OCCUPATIONAL SAFETY AND HEALTH ACTS, IMMIGRATION ACTS, AND WAGE/HOUR LAWS INsofar AS APPLICABLE TO THE PERFORMANCE OF THIS SUBCONTRACT, INCLUDING THE WEEKLY SUBMISSION OF CERTIFIED PAYROLLS IF REQUIRED.

**13.20** THE SUBCONTRACTOR AGREES THAT ALL WORK SHALL BE SUBJECT TO THE FINAL APPROVAL OF THE ARCHITECT/ENGINEER. THE ARCHITECT'S/ENGINEER'S DECISIONS IN MATTERS RELATING TO ARTISTIC EFFECT SHALL BE FINAL IF CONSISTENT WITH THE INTENT OF THE CONTRACT DOCUMENTS. THE GENERAL CONTRACTOR WILL NOT ASK THE OWNER TO ACCEPT WORK BY THIS SUBCONTRACTOR THAT IS SUB-STANDARD OR OF POOR WORKMANSHIP. IF REQUIRED BY THE GENERAL CONDITIONS OF THE CONTRACT DOCUMENTS, THIS SUBCONTRACTOR SHALL PREPARE AND SUBMIT TO THE GENERAL CONTRACTOR A QUALITY CONTROL PLAN.

**13.21** THE SUBCONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE GENERAL CONTRACTOR, ITS SURETY AND THE OWNER, AND ANY OF THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE SUBCONTRACTOR'S WORK UNDER THE CONTRACT DOCUMENTS, INCLUDING WITHOUT LIMITATION ALL CLAIMS, DAMAGES, LOSSES OR EXPENSES FOR BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THERE FROM, AND WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT OR INTENTIONAL ACT OR OMISSION OF THE SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE SUBCONTRACTOR OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EXCEPT TO THE EXTENT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED HEREUNDER. IN ANY AND ALL CLAIMS AGAINST THE GENERAL CONTRACTOR OR ANY OF ITS AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF ITS AGENTS OR EMPLOYEES BY AN EMPLOYEE OF THE SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH 13.21 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE SUBCONTRACTOR UNDER WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. THE OBLIGATIONS OF THE SUBCONTRACTOR UNDER THIS PARAGRAPH 13.21 SHALL NOT EXTEND TO THE LIABILITY OF THE ARCHITECT, HIS AGENTS OR EMPLOYEES ARISING OUT OF (1) THE PREPARATION OR APPROVAL OF MAPS, DRAWINGS, OPINIONS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS; OR (2) THE GIVING OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE ARCHITECT, HIS AGENTS OR EMPLOYEES; PROVIDED, SUCH GIVING, OR FAILURE TO GIVE, IS THE PRIMARY CAUSE OF THE INJURY OR DAMAGE.



THE SUBCONTRACTOR SHALL ALSO INDEMNIFY, HOLD HARMLESS AND DEFEND THE GENERAL CONTRACTOR, ITS SURETY, ITS INSURER, THE OWNER AND ARCHITECT, AND ALL OF THEIR AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, FINES, FORFEITURES, PENALTIES, AND INDEBTEDNESS, INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEES, AND ANY COSTS OF LITIGATION ARISING OUT OF OR RELATING TO ANY VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL CODE, ORDINANCE, ACT, STATUTE OR LAW INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY ACTS, TAX ACTS, OCCUPATIONAL SAFETY AND HEALTH ACTS, IMMIGRATION ACTS AND WAGE/HOUR LAWS, OR ANY APPLICABLE RULE OR REGULATION OF ANY LOCAL, STATE OR FEDERAL GOVERNMENT OR AGENCY, BOARD, DEPARTMENT, AUTHORITY OR UNIT THEREOF, WHICH IS PERPETRATED, CAUSED, MADE OR ABETTED BY OR ON ACCOUNT OF SUBCONTRACTOR. .

**13.22** THE SUBCONTRACTOR FURTHER AGREES TO PAY ALL COSTS INCLUDING, BUT NOT LIMITED TO, LEGAL EXPENSE AND ATTORNEY'S FEES INCURRED BY THE GENERAL CONTRACTOR IN THE ENFORCEMENT OF THIS SUBCONTRACT, OR INCURRED IN THE RELEASE OF ANY LIEN IMPOSED ON THE OWNER, OR INCURRED DUE TO ANY CLAIM OR SUIT ON A BOND ON THIS PROJECT, WHICH ARISES OR IS CAUSED BY THE ACTION AND/OR INACTION OF THIS SUBCONTRACTOR.

**13.23** ALL MATERIAL FOR THIS PROJECT MUST BE TIMELY ORDERED. THE SUBCONTRACTOR IS TO VERIFY THE ORDER DATE AND DELIVERY DATE WITH EACH SUPPLIER AND ADVISE THE GENERAL CONTRACTOR'S OFFICE IN WRITING OF SAME WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS CONTRACT, AS EXTENSIONS OF TIME WILL NOT BE GRANTED FOR FAILURE TO HAVE MATERIAL TIMELY ORDERED, APPROVED OR DELIVERED.

**13.24** THE SUBCONTRACTOR AGREES AND REPRESENTS THAT IT HAS INVESTIGATED, EXAMINED, INSPECTED, AND THOROUGHLY FAMILIARIZED ITSELF WITH THE CONTRACT DOCUMENTS, THE SITE, THE SOILS AND THE ADJOINING PREMISES IN CONNECTION WITH WHICH THE WORK COVERED BY THIS SUBCONTRACT IS TO BE PERFORMED; THAT IT HAS THOROUGHLY INFORMED ITSELF AS TO ALL DIFFICULTIES INVOLVED IN THE COMPLETION OF ALL THE WORK COVERED BY THIS SUBCONTRACT; AND THAT THE GENERAL CONTRACTOR HAS MADE TO REPRESENTATIONS OF ANY KIND OR NATURE WITH REFERENCE THERETO NOT CONTAINED IN THIS SUBCONTRACT.

**13.25** THE COMMENCEMENT OF THE WORK, OR ANY PORTIONS THEREOF, BY THE SUBCONTRACTOR SHALL BE CONCLUSIVE EVIDENCE THAT THE JOBSITE, OR THAT PART WHERE SUCH WORK IS BEING INSTALLED, IS IN PROPER CONDITION FOR THE RECEPTION AND INSTALLATION OF ITS WORK. IN THE EVENT THE SUBCONTRACTOR FINDS, BEFORE COMMENCING ITS WORK, THAT CONDITIONS EXIST ON THE JOB SITE WHICH ARE NOT PROPER FOR THE RECEPTION AND INSTALLATION OF ITS WORK OR ANY PORTION THEREOF, THE SUBCONTRACTOR SHALL IMMEDIATELY SO NOTIFY THE GENERAL CONTRACTOR IN WRITING, SPECIFYING THE PARTICULARS IN WHICH THE JOBSITE IS NOT IN PROPER CONDITION TO RECEIVE SUCH WORK. FAILURE TO SO NOTIFY WILL LEAVE THE SUBCONTRACTOR LIABLE FOR THE REMOVAL AND REPLACEMENT OF ALL UNACCEPTABLE WORK INCLUDING OTHER WORK DAMAGED. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING, PATCHING AND RESTORATION REQUIRED IN THE PROSECUTION OF THE WORK STIPULATED UNDER THIS SUBCONTRACT, AND THE MAINTENANCE AND PROTECTION OF ITS WORK UNTIL FINAL ACCEPTANCE BY THE OWNER IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

**13.26** ALL QUESTIONS REGARDING THE MEANING OR CONSTRUCTION OF THE CONTRACT DOCUMENTS SHALL BE DETERMINED AS PROVIDED IN SAID CONTRACT DOCUMENTS WITH RESPECT TO THE WORK COVERED BY THIS SUBCONTRACT. THE SUBCONTRACTOR ASSUMES TOWARD THE GENERAL CONTRACTOR THE SAME CONTRACTUAL RELATIONSHIPS, INCLUDING ALL OF THE DUTIES, LIABILITIES, CONDITIONS, RESTRICTIONS AND LIMITATIONS WHICH THE GENERAL CONTRACTOR, BY THE CONTRACT DOCUMENTS, ASSUMES TOWARD THE OWNER.

**13.27** THE GENERAL CONTRACTOR MAY RETAIN OUT OF ANY PAYMENT DUE OR TO BECOME DUE THE SUBCONTRACTOR AN AMOUNT SUFFICIENT TO FULLY INDEMNIFY THE GENERAL CONTRACTOR AND THE OWNER AGAINST ANY LIEN, CHARGE, CLAIM OR DEMAND ASSERTED AGAINST THE OWNER OR GENERAL CONTRACTOR, THEIR PROPERTY OR ANY PROPERTY RELATED TO SUCH CLAIM, WHICH IS CHARGEABLE TO THE SUBCONTRACTOR, OR SUCH AMOUNT AS THE GENERAL CONTRACTOR DEEMS NECESSARY TO ASSURE COMPLETION OF THE SUBCONTRACTOR'S WORK AND SATISFACTION OF THE SUBCONTRACTOR'S UNPAID ACCOUNTS RELATING THERETO WITH RESPECT TO WHICH ANY NOTICE HAS BEEN RECEIVED BY THE GENERAL CONTRACTOR OR OWNER. THE GENERAL CONTRACTOR, UPON RECEIPT OF SUCH NOTICE, FURTHER RESERVES THE RIGHT TO PAY DIRECT OR TO ISSUE JOINT CHECKS, FOR ANY LABOR, MATERIALS, SUBCONTRACTS, AND OTHER COSTS OF THE SUBCONTRACTOR RELATED IN ANY MATTER TO THE SUBCONTRACTOR'S WORK HEREUNDER AND TO CHARGE THE SUBCONTRACTOR FOR THE AMOUNT THEREOF. THE SUBCONTRACTOR HEREBY EXPRESSLY WAIVES ANY RIGHTS, CLAIMS, DEMANDS, DAMAGES OR CAUSES OF ACTIONS AGAINST THE GENERAL CONTRACTOR BY REASON OF ANY SUCH PAYMENTS MADE OR MONIES WITHHELD OR DEDUCTED AS HEREIN ABOVE PROVIDED.

**13.28** THE SUBCONTRACT IS SUBJECT TO IMMEDIATE CANCELLATION IF THE SUBCONTRACTOR FAILS TO PERFORM ITS WORK AS REQUIRED TO MAINTAIN THE WORK SCHEDULE, AFTER SEVENTY-TWO (72) HOURS WRITTEN NOTICE OF SUCH DEFICIENCY.

**13.29** SHOULD THE SUBCONTRACTOR FAIL AT ANY TIME TO SUPPLY A SUFFICIENT NUMBER OF PROPERLY SKILLED WORKERS OR SUFFICIENT MATERIAL AND EQUIPMENT OF THE PROPER QUALITY, OR FAIL IN ANY RESPECT TO PROSECUTE THE WORK WITH PROMPTNESS AND DILIGENCE, OR FAIL IN THE PERFORMANCE OF THE AGREEMENTS HEREIN CONTAINED, THE GENERAL CONTRACTOR SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PROVIDE SUCH LABOR, MATERIALS, AND EQUIPMENT AND TO DEDUCT THE COST THEREOF, TOGETHER WITH ALL LOSS OR DAMAGE OCCASIONED THEREBY, FROM ANY MONEY THEN DUE OR THEREAFTER TO BECOME DUE THE SUBCONTRACTOR UNDER THIS SUBCONTRACT, OR FROM ANY OTHER SOURCES AVAILABLE TO

THE GENERAL CONTRACTOR. IF THE SUBCONTRACTOR AT ANY TIME SHALL REFUSE OR NEGLECT TO SUPPLY SUFFICIENT SKILLED WORKERS, MATERIAL, OR EQUIPMENT, OR SHALL FAIL IN ANY RESPECT TO PROSECUTE THE WORK WITH PROMPTNESS, OR CAUSE BY ANY ACTION OR OMISSION THE STOPPAGE OR INTERFERENCE WITH THE WORK OF THE GENERAL CONTRACTOR OR OTHER SUBCONTRACTORS, OR SHALL FAIL IN THE PERFORMANCE OF ANY OF THE COVENANTS HEREIN CONTAINED, OR BECOME INSOLVENT, OR BE UNABLE TO MEET ITS DEBTS AS THEY MATURE, THE GENERAL CONTRACTOR MAY AT ITS OPTION, AT ANY TIME AFTER SERVING FORTY-EIGHT (48) HOURS WRITTEN NOTICE TO THE SUBCONTRACTOR AS PROVIDED UNDER 13.30, BELOW, TERMINATE THE SUBCONTRACTOR'S ENGAGEMENT AND TAKE POSSESSION OF SAID PROJECT AND WORK, MATERIALS, TOOLS, APPLIANCES AND EQUIPMENT OF THE SUBCONTRACTOR, AND THROUGH ITSELF OR OTHERS PROVIDE LABOR, EQUIPMENT, AND MATERIALS TO PROSECUTE THE WORK ON SUCH TERMS AND CONDITIONS AS SHALL IT DEEMS NECESSARY, AND SHALL DEDUCT THE COST THEREOF, INCLUDING WITHOUT RESTRICTION THERETO ALL CHARGES, EXPENSES, LOSSES, COSTS, DAMAGES, AND ATTORNEY'S FEES INCURRED AS A RESULT OF THE SUBCONTRACTOR'S FAILURE TO PERFORM, FROM ANY MONEY THEN DUE, OR THEREAFTER TO BECOME DUE THE SUBCONTRACTOR UNDER THIS SUBCONTRACT OR ANY OTHER SOURCES AVAILABLE TO THE GENERAL CONTRACTOR. IF THE GENERAL CONTRACTOR SO TERMINATES THE ENGAGEMENT OF THE SUBCONTRACTOR, THE SUBCONTRACTOR SHALL NOT BE ENTITLED TO ANY FURTHER PAYMENTS UNDER THIS SUBCONTRACT UNTIL THE WORK HAS BEEN COMPLETED AND ACCEPTED BY THE OWNER, AND PAYMENT HAS BEEN RECEIVED BY THE GENERAL CONTRACTOR FROM THE OWNER WITH RESPECT THERETO. IN THE EVENT THAT THE UNPAID BALANCE DUE EXCEEDS THE EXPENSE INCURRED BY THE GENERAL CONTRACTOR, THE DIFFERENCE SHALL BE PAID TO THE SUBCONTRACTOR, BUT IF SUCH EXPENSE EXCEEDS THE BALANCE DUE, THE SUBCONTRACTOR AGREES TO PROMPTLY PAY THE DIFFERENCE TO THE GENERAL CONTRACTOR UPON DEMAND.

**13.30** ALL NOTICES, REQUESTS, DEMANDS AND OTHER COMMUNICATIONS REQUIRED OR PERMITTED UNDER THIS AGREEMENT SHALL BE IN WRITING AND MAILED, FAXED, EMAILED OR DELIVERED:

(i) IF TO THE GENERAL CONTRACTOR, TO THE APPROPRIATE ADDRESS SET FORTH ON THE FIRST PAGE OF THIS SUBCONTRACT.

(ii) IF TO SUBCONTRACTOR, TO THE APPROPRIATE ADDRESS SET FORTH ON THE FIRST PAGE OF THIS SUBCONTRACT:

ALL NOTICES AND OTHER COMMUNICATIONS REQUIRED OR PERMITTED UNDER THIS SUBCONTRACT WHICH ARE ADDRESSED AS PROVIDED IN THIS SECTION 13.30, IF DELIVERED PERSONALLY AGAINST PROPER RECEIPT OR BY CONFIRMED FACSIMILE OR BY CONFIRMED ELECTRONIC MAIL, SHALL BE EFFECTIVE UPON DELIVERY, BUT IF NOT DELIVERED ON A BUSINESS DAY DURING NORMAL BUSINESS HOURS, SHALL BE EFFECTIVE ON THE NEXT BUSINESS DAY; AND IF DELIVERED BY CERTIFIED OR REGISTERED MAIL WITH POSTAGE PREPAID SHALL BE EFFECTIVE TWO (2) BUSINESS DAYS FOLLOWING THE DATE WHEN MAILED; OR IF DELIVERED BY FEDERAL EXPRESS OR SIMILAR OVERNIGHT COURIER SERVICE WITH COURIER FEES PAID BY THE SENDER, BE SHALL BE EFFECTIVE THE NEXT BUSINESS DAY. THE PARTIES HERETO MAY FROM TIME TO TIME CHANGE THEIR RESPECTIVE ADDRESSES FOR THE PURPOSE OF NOTICES TO THAT PARTY BY A SIMILAR NOTICE SPECIFYING A NEW ADDRESS, BUT NO SUCH CHANGE SHALL BE DEEMED TO HAVE BEEN GIVEN UNTIL IT IS ACTUALLY RECEIVED BY THE PARTY SOUGHT TO BE CHARGED WITH ITS CONTENTS.

**13.31** THE GENERAL CONTRACTOR DOES NOT ISSUE VERBAL (A) CONTRACTS, (B) CHANGE ORDERS, OR (C) CONTRACT ADDITIONS. ALL WRITTEN DOCUMENTS MUST BE PROPERLY EXECUTED BY AN OFFICER OF THE GENERAL CONTRACTOR.

**13.32** ACCESS PANELS AND/OR ACCESS DOORS SHALL BE FURNISHED AND INSTALLED BY THE SUBCONTRACTOR WHERE THEY OCCUR IN HIS WORK, EITHER SHOWN OR REQUIRED.

**13.33** FIRESAFING, AS REQUIRED FOR THE SUBCONTRACTOR'S WORK (PENETRATIONS, ETC.), SHALL BE FURNISHED AND INSTALLED BY THE SUBCONTRACTOR.

**13.34** THE SUBCONTRACTOR SHALL PROTECT AND MAKE ECONOMICAL USE OF ANY MATERIALS FURNISHED BY THE GENERAL CONTRACTOR; DAMAGE TO, OR UNNECESSARY WASTE OF, MATERIALS (AS DETERMINED BY THE GENERAL CONTRACTOR) SHALL BE AT THE EXPENSE OF THE SUBCONTRACTOR.

**13.35** COMPLIANCE WITH THE "HAZARD COMMUNICATION STANDARD" IS MANDATORY. THIS SUBCONTRACTOR AND ITS SUPPLIERS AND VENDORS ARE REQUIRED TO SUBMIT A "MATERIAL SAFETY DATA SHEET" (MSDS) FOR ANY HAZARDOUS PRODUCT PRIOR TO DELIVERY OF SAID PRODUCT TO OUR JOBSITE.

**13.36** IN THE EVENT ANY NUMBERED PARAGRAPH OF THIS SUBCONTRACT, OR ANY CLAUSE OR PHRASE CONTAINED THEREIN, SHALL BE DETERMINED TO BE VOID OR OTHERWISE UNENFORCEABLE FOR ANY REASON, SUCH NUMBERED PARAGRAPH OR CLAUSE OR PHRASE SHALL BE DEEMED TO BE STRICKEN FROM THIS SUBCONTRACT, AND THE ENTIRE REMAINDER OF THIS SUBCONTRACT, INCLUDING ANY PORTION OF A NUMBERED PARAGRAPH OR CLAUSE OR PHRASE THEREIN NOT SO STRICKEN, SHALL REMAIN IN FULL FORCE AND EFFECT.

**13.37** SHOULD SUBCONTRACTOR HAVE A CLAIM AGAINST THE GENERAL CONTRACTOR OR ANY OTHER SUBCONTRACTOR OR SUPPLIER OF THE GENERAL CONTRACTOR ON THE PROJECT BY REASON OF THE ACTS OR OMISSIONS OF SUCH OTHER

SUBCONTRACTOR OR SUPPLIER, THEN SUBCONTRACTOR SHALL MAKE CLAIM DIRECTLY AGAINST SUCH OTHER SUBCONTRACTOR OR SUPPLIER AND IS HEREBY ASSIGNED AND ENTITLED TO ASSERT ALL RIGHTS THAT THE GENERAL CONTRACTOR MAY HAVE AGAINST SUCH OTHER SUBCONTRACTOR OR SUPPLIER IN CONNECTION WITH SAID CLAIM. SAID ASSIGNMENT SHALL BE FOR THE LIMITED AND EXPRESS PURPOSE OF PURSUING SUBCONTRACTOR'S CLAIM AND, IN CONSIDERATION THEREOF, SUBCONTRACTOR AGREES TO MAKE NO DIRECT CLAIM AGAINST THE GENERAL CONTRACTOR AND EXPRESSLY WAIVES ALL RIGHTS AGAINST THE GENERAL CONTRACTOR FOR ANY LOSS OR EXPENSE WHICH MAY REASONABLY BE ATTRIBUTED TO THE ACT OR OMISSION OF ANOTHER SUBCONTRACTOR OR SUPPLIER. EXCEPT AS SPECIFICALLY PROVIDED IN THE CONTRACT DOCUMENTS, SUBCONTRACTOR SHALL HAVE NO CLAIM AGAINST THE GENERAL CONTRACTOR FOR ANY SUM WHATSOEVER OR FOR ANY CAUSE WHATSOEVER.

**13.38** SUBJECT TO OTHER PROVISIONS HEREOF, THIS SUBCONTRACT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE SUCCESSORS AND ASSIGNS OF THE PARTIES HERETO.

**13.39** THIS SUBCONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PROJECT IS LOCATED. SUBCONTRACTOR ACKNOWLEDGES AND AGREES THAT ALL PAYMENTS TO BE MADE TO IT UNDER THIS SUBCONTRACT SHALL BE MADE FROM THE GENERAL CONTRACTOR'S OFFICE IN GADSDEN COUNTY, FLORIDA. FURTHERMORE, SUBCONTRACTOR HEREBY COVENANTS AND AGREES THAT VENUE FOR ANY PROCEEDING BROUGHT UNDER THIS SUBCONTRACT SHALL BE IN LEON COUNTY, FLORIDA, AND HEREBY CONSENTS AND AGREES TO PERSONAL JURISDICTION FOR ANY AND ALL LEGAL ARBITRATION, MEDIATION, OR OTHER SUCH PROCEEDINGS IN LEON COUNTY, FLORIDA.

**13.40** THE FAILURE OF THE GENERAL CONTRACTOR TO ENFORCE AT ANY TIME OR FOR ANY PERIOD OF TIME ANY ONE OR MORE OF THE PROVISIONS OF THE CONTRACT DOCUMENTS SHALL NOT BE CONSTRUED TO BE AND SHALL NOT BE A WAIVER OF ANY SUCH PROVISION OR PROVISIONS OF THE GENERAL CONTRACTOR'S RIGHT THEREAFTER TO ENFORCE EACH AND EVERY SUCH PROVISION. IF ANY PART OF THE CONTRACT DOCUMENTS IS DECLARED INVALID UNDER THE GOVERNING LAW, THE BALANCE OF THE CONTRACT DOCUMENTS SHALL REMAIN IN FULL FORCE AND EFFECT.

**13.41** EACH OF THE PARTIES HERETO AGREES AND REPRESENTS THAT THE CONTRACT DOCUMENTS COMPRISE THE FULL AND ENTIRE AGREEMENT BETWEEN THE PARTIES AFFECTING THE WORK CONTEMPLATED, AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE CONCERNING THE SAME HAS BEEN ENTERED INTO OR WILL BE RECOGNIZED, AND THAT ALL NEGOTIATIONS, ACTS, WORK PERFORMED, OR PAYMENTS MADE PRIOR TO THE EXECUTION HEREOF SHALL BE DEEMED MERGED IN, INTEGRATED AND SUPERSEDED BY THIS SUBCONTRACT.

**13.42** TIME IS OF THE ESSENCE OF THIS SUBCONTRACT.

**13.43** NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IN THE EVENT THE OWNER CONTRACT IS TERMINATED, THE GENERAL CONTRACTOR MAY, AT ITS DISCRETION, TERMINATE THIS SUBCONTRACT/AGREEMENT. IN SUCH EVENT, THE SUBCONTRACTOR MAY RECOVER PAYMENT FOR WORK COMPLETED AS OF THE DATE OF TERMINATION AND ACCEPTED BY THE GENERAL CONTRACTOR AND THE OWNER.

**13.44.01** THE SUBCONTRACTOR'S OBLIGATION HEREUNDER TO SEQUENCE AND COORDINATE ITS WORK WITH THE WORK OF OTHER CONTRACTORS INCLUDES SEQUENCING AND COORDINATING ITS WORK TO PROTECT THE WORK OF OTHER CONTRACTORS AND THE PROJECT'S INTERIOR FROM WEATHER DAMAGE AND WATER INTRUSION. THE SUBCONTRACTOR'S OBLIGATION HEREUNDER TO PROTECT THE WORK INCLUDES PROTECTING ITS OWN WORK AND MATERIALS AS WELL AS THE WORK AND MATERIALS OF OTHER CONTRACTORS AND THE PROJECT'S INTERIOR FROM WATER DAMAGE AND WATER INTRUSION.

**13.44.02** IN THE EVENT THAT WATER INTRUSION OCCURS FROM WEATHER OR ANY OTHER CAUSE DUE TO SUBCONTRACTOR'S FAILURE TO CARRY OUT ITS OBLIGATIONS IN PARAGRAPH 13.44.01, SUBCONTRACTOR SHALL BE RESPONSIBLE FOR THE COST TO REMEDY ALL DAMAGES CAUSED THEREBY, INCLUDING BUT NOT LIMITED TO TESTING AND REMEDIATION OF MOLD AND TOXIC SUBSTANCES BEFORE AND AFTER REMEDIATION OCCURS.

**13.44.03** TO THE FULLEST EXTENT PERMITTED BY LAW, SUBCONTRACTOR AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GENERAL CONTRACTOR AND THE OWNER FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, INTEREST, LOSSES, DAMAGES, FINES, PENALTIES, ATTORNEY'S FEES, COSTS, AND EXPENSES OF WHATSOEVER KIND OR NATURE, INCLUDING PROPERTY DAMAGE AND PERSONAL INJURY TO ANY AND ALL PERSONS RELATING TO OR ARISING OUT OF WATER INTRUSION WHICH IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF SUBCONTRACTOR.

**13.44.04** "WRITTEN NOTICE" TO THIS SUBCONTRACTOR AS REQUIRED BY THIS SUBCONTRACT MAY BE BY MAIL, FACSIMILE, EMAIL, OR OTHER METHODS.

#### **ARTICLE 14: SPECIAL CONDITIONS**

**14.01** THE FOLLOWING SPECIAL CONDITIONS MODIFY, ALTER OR AMEND THE SUBCONTRACT AS REFERENCED BELOW. IN THE EVENT OF ANY CONFLICT BETWEEN THESE SPECIAL CONDITIONS AND ANY OTHER TERMS AND CONDITIONS SET FORTH

**IN THIS SUBCONTRACT, OR IN ANY PURCHASE ORDER APPLICABLE TO THIS SUBCONTRACT, THESE SPECIAL CONDITIONS SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ANY SUCH CONFLICTING TERMS AND CONDITIONS.**

- A. INCLUDES CLEAN UP OF THIS SCOPE OF WORK TO THE ONSITE DUMPSTER. AREAS OF WORK ARE TO BE SWEEPED CLEAN NO LESS THAN ONCE A WEEK.
- B. COORDINATION WITH OTHER TRADES ARE MANDATORY.
- C. SUBMITTALS AND SHOP DRAWINGS SHALL BE SUBMITTED IN A THREE RING BINDER, WITH TABLE OF CONTENTS, AND WITH SECTIONS SEPARATED WITH LABELED DIVIDERS AS PER SPECIFICATIONS SECTION. FRONT COVER SHALL STIPULATE JOB NAME, TRADE CONTRACTOR NAME, CONSTRUCTION MANAGER NAME, AND SUBMITTAL DESCRIPTION. SHOP DRAWINGS ON 24" X 36" SHEETS CAN BE SUBMITTED WITH INDIVIDUAL SETS BOUND TOGETHER AND ROLLED UP. NO LESS THAN SIX (6) COPIES OF EACH WILL BE SUBMITTED, FIVE (5) OF WHICH WILL NOT BE RETURNED TO THE TRADE CONTRACTOR. SUBMITTALS SHALL HAVE BEEN REVIEWED AND APPROVED BY THE TRADE CONTRACTOR. EVIDENCE OF THIS REVIEW AND APPROVAL SHALL BE AN "APPROVED" STAMP WITH A SIGNATURE AND DATE ON THE COVER SHEET. SHOP DRAWING REQUIRING SPECIALTY ENGINEERING, MUST BE SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER AT THE TIME OF SUBMITTAL. COPIES OF SHOP DRAWINGS, SUBMITTALS, AND OWNERS MANUALS MUST ALSO BE ISSUED AS ELECTRONIC FILES.
- D. FINAL ASBUILTS MUST BE SUBMITTED ON SIGNED AND SEALED DRAWINGS (QUANTITY AS REQUIRED).
- E. INSURANCE ENDORSEMENT IS REQUIRED. COOK BROTHERS, INC. IS TO BE LISTED AS THE ADDITIONAL INSURED. NO EXCEPTIONS. SEE ARTICLE 11 OF THIS SUBCONTRACT AGREEMENT FOR SPECIFICATIONS.
- F. SUBCONTRACTOR IS RESPONSIBLE FOR ALL TRASH REMOVAL FROM BUILDINGS TO CONSTRUCTION DUMPSTER.
- G. A QUALIFIED SITE SUPERINTENDENT MUST BE ON SITE AT ALL TIMES IF WORKING ONSITE. SUBCONTRACTOR MUST SUBMIT THE CELL PHONE NUMBER AND EMAIL ADDRESS OF ITS JOB SUPERINTENDANT TO CBI PROJECT MANAGER, UPON COMMENCEMENT OF WORK.
- H. DELETE ARTICLE 9: PAYMENT AND PERFORMANCE BONDS AND INSERT THE FOLLOWING:
  - . "IN LIEU OF A BOND, THE SUBCONTRACTOR SHALL PROVIDE TO THE GENERAL CONTRACTOR, A DETAILED PRICE LIST OF ALL MATERIALS, EQUIPMENT, SERVICES, ETC., TO BE PURCHASED BY IT FOR INCORPORATION INTO THE PROJECT TOGETHER WITH COPIES OF ALL PURCHASE ORDERS AND COMMITMENTS ISSUED INDICATING NAMES AND ADDRESSES OF ALL SUPPLIERS/SUBCONTRACTORS, QUANTITIES, AND PRICES FOR EACH.
  - . THE SUBCONTRACTOR WILL SUBMIT WITH EACH REQUISITION FOR PAYMENT A NOTARIZED STATEMENT THAT ALL INCURRED OBLIGATIONS FOR LABOR, MATERIALS, EQUIPMENT, TOOLS, SERVICES, AND INCIDENTALS USED BY HIM ON THIS PROJECT HAVE BEEN PAID IN FULL. FURTHER, IN THE EVENT ANY SUPPLIER OR SUB-SUBCONTRACTOR FILES A "NOTICE TO OWNER" FORM, THEN A LIEN RELEASE FROM EACH SUCH PARTY MUST ACCOMPANY EACH REQUISITION FOR PAYMENT COVERING AMOUNTS PAID ON PREVIOUS REQUISITIONS FOR PAYMENT.
  - . GENERAL CONTRACTOR, AS IT IN ITS SOLE DISCRETION MAY DETERMINE, RESERVES THE RIGHT TO ISSUE CHECKS MADE PAYABLE JOINTLY TO SUBCONTRACTOR AND ITS SUPPLIERS AND/OR SUB-SUBCONTRACTORS."
- I. THIS IS A BINDING SUBCONTRACT; HOWEVER, THE GENERAL CONTRACTOR SHALL HAVE NO LIABILITY OR DUTY TO THE SUBCONTRACTOR FOR ANY CLAIMS OF ANY KIND, INCLUDING WITHOUT LIMITATION, CLAIMS FOR MOBILIZATION COSTS, MATERIALS COSTS, AND LABOR CHARGES, UNLESS AND UNTIL THE GENERAL CONTRACTOR RECEIVES A FULLY EXECUTED CONTRACT AND NOTICE TO PROCEED FROM THE OWNER FOR THE PROJECT

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

**GENERAL CONTRACTOR:**

**SUBCONTRACTOR:**

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CBI PROJECT NO.: 23027 / Contract NO.: 23027 – **NAME OF SUB** **E-MAIL ADDRESS**

COOK BROTHERS, INC.

**NAME**

BY: \_\_\_\_\_  
S. LAMONT COOK, PRESIDENT CGC 046567

BY: \_\_\_\_\_  
(MUST BE OWNER OR OFFICER OF CORPORATION)

\_\_\_\_\_  
**PRINT NAME AND TITLE OF OFFICER**

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

NOTE THAT ELECTRONIC AND/OR FACSIMILE SIGNATURES SHALL BE DEEMED ORIGINALS

SAMPLE

