



{Projects.CompanyName}
 2301 Silver Star Road
 Orlando, FL 32804-3393
 407-295-2530 * FAX 407-297-0459

SUBCONTRACT AGREEMENT

Project Name: {Projects.Name} Job No. {Projects.Number}
 Project Address: {Projects.Address}
 Subcontractor Name: {Company.Name}
 Subcontractor Address: {Addresses.Address1} {Addresses.Address2}, {Addresses.City}, {Addresses.State} {Addresses.Zip}
 Subcontractor Contact: {Contacts.Prefix} {Contacts.FirstName} Phone / Fax {Addresses.Tel} / {Addresses.Fax}
 Owner Name: {LegalDocInfo.Owner}
 Owner Address: {LegalDocInfo.OwnerAddr1}, {LegalDocInfo.OwnerAddr2}
 Total Contract Amt: {Contracts.OrigValue} CSI Budget Code {Contracts.CSICode}

Current Insurance Certificates are required..... Yes No
 Payment/Performance Bond Required..... Yes No

This Agreement, made as of {Contracts.ContractDate} by and between {Projects.CompanyName} ("Williams") and {ToCompany Name} ("Subcontractor").

Article I – Description of Work

(a) The Subcontractor agrees to furnish all work, labor, services, and materials, plant, equipment, tools, scaffolds, appliance and other facilities required to perform the work to complete

SEE ATTACHED EXHIBIT 'B' – SCOPE OF WORK

("Work") for and at {Projects.Name} ("Premises"), as shown and described in and in strict accordance with the Plans, Specifications, General Conditions, Special Conditions and Addenda prepared by {LegalDocInfo.ArchName} ("Architect") and with the terms and provisions of the General Contract ("General Contract") between Williams and {LegalDocInfo.Owner} ("Owner"), dated {LegalDocInfo.ContractDate} and in strict accordance with the additional provision page(s) attached and made a part of the subcontract agreement.

*If the Architect does not provide construction administrative services, then all references to Architect shall be defined in the General Contract.

Article II – Price and Payment

- (a) The sum to be paid by Williams, out of funds received from the Owner, to the Subcontractor for the satisfactory performance and completion of Work and all of the duties, obligations and responsibilities of the Subcontractor under this Agreement and other Contract Documents is ({Contracts.OrigValue} "NumToText") ({Contracts.OrigValue} "Currency"). ("Price") subject to payment being received by Owner as set forth below, conditions, additions and deductions as provided in this Subcontract Agreement.
- (b) The price includes all Federal, State, County, Municipal, and other taxes imposed by law on any of the work or items necessary to the work, including but not limited to sales, use and personal property taxes payable by, levied or assessed against the Owner, Williams or the Subcontractor. If the law requires taxes to be stated and charged separately, the total price of all items included in the Work, plus the amount of taxes will not exceed the Price. The Price also includes \$100 as separate consideration for the indemnity obligations referenced herein.
- (c) On or before the 20th day of each month, Subcontractor agrees to submit to Williams, in the form required by Williams, a written request for payment showing the proportionate value of the Work installed to that date, from which shall be deducted: (1) a reserve of ten percent (10%); (2) all previous payments; and (3) all charges for services, materials, equipment and other items furnished by Williams and chargeable to the Subcontractor. The amount of pay request, as determined and approved by Williams and the Architect and for which payment has been received by Williams from the Owner as provided in this article, shall be due and paid to the Subcontractor as described in the prime contract with Owner. Williams reserves the right to issue joint checks if the situation in Williams' sole discretion merits the same. Subcontractor must provide current partial releases of lien to obtain interim draws and a final release of lien for final payment. These releases are required for all vendors and subcontractors.

- (d) The obligation of Williams to make any payment under this Agreement, including progress payments or final payment, payment for extras, and change orders, is subject to the strict express condition precedent of William's receipt of payment by the Owner for Subcontractor's Work. Therefore, if the Owner does not pay Williams, the Subcontractor bears the risk of that non-payment and agrees to look exclusively to its lien rights, if any, against the Owner's property for payment and not to look to Williams or Williams' surety for payment. If Williams has provided payment and/or performance bonds, the obligation of Williams and its surety to make any payment including a progress payment or final payment, or payment for extras, or change orders, is subject to the strict express condition precedent of receipt of payment by Williams from the Owner for Subcontractor's Work. "If the payment provisions of this Subcontract conflict with the provisions of the General Contract between Williams and the Owner, then the provisions of this Subcontract regarding conditions precedent to payment will govern."
- (e) The Subcontractor agrees to submit a detailed schedule showing the break down of the Price into its various parts for use only as a basis of checking the Subcontractor's monthly requisitions with its first request for payment. Williams reserves the right, in its sole judgment, to extend the date of any payment under this agreement.
- (f) The Subcontractor agrees, if requested by Williams, to furnish information, evidence, and substantiation as required by Williams regarding the respect, nature, and extent of all obligations incurred by the Subcontractor for or in connection with the Work, all payments made by the Subcontractor, and any amounts remaining unpaid.
- (g) As stated above, Interim and final payments to the Subcontractor will be made only if funds are received by Williams from the Owner, the Construction Lender, or the Owner's Agent. Receipt of interim and final payments by Williams from the Owner is an express condition precedent before Williams will be obligated to make interim or final payments to the Subcontractor. In addition, interim and final payments by Williams to the Subcontractor shall not become due and payable until the following additional express conditions precedent have been met: (1) the completion and acceptance of the Work by Williams and the Architect; (2) provision by the Subcontractor of evidence satisfactory to Williams that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the portion of work compiled; and (3) execution and delivery by the Subcontractor, in a form satisfactory to Williams, of a General Release in favor of Williams, the Surety, and the Owner, along with all applicable close out documents, warranties, owner's manuals, etc., which are called for in the contract documents. If any claim, obligation, or lien is made after final payment, the Subcontractor agrees to refund to Williams all monies that Williams, its Surety and/or the Owner pays in satisfying, discharging, or defending against such claim, obligation or lien or any action brought or judgment recovered, and all costs and expenses, including legal fees and costs, incurred in connection with any claim. The final payment will be due within thirty (30) days after all of the foregoing express conditions precedent listed in this Article have been met.
- (h) If any claim or lien is made or filed against Williams, the Owner, the Project, or the Premises by any person claiming that the Subcontractor or any subcontractor or other person working under this Subcontract has failed to make payment for any labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred for or in connection with the Work, or if at anytime there is evidence of nonpayment of any claim or lien for which Williams, its Surety or the Owner may become liable and which is chargeable to the Subcontractor, or if the Subcontractor or any sub subcontractor or other person working under this Subcontract causes damage to the Work or to any other work on the project, or if the Subcontractor fails to perform or is otherwise in default under any of the terms or provisions of this Agreement, Williams shall have the right to retain from any payment an amount which it deems sufficient to: (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered; (2) make good any such nonpayment, damage, failure, or default; and, (3) compensate Williams, its Surety and the Owner for and indemnify them against any and all losses, liability, damages, costs and, expenses, including legal fees and disbursements, which may be sustained or incurred by any of them in connection with any claim. Williams has the right to apply and charge against the Subcontractor any portion of the amount retained as required for the satisfaction of any claims. If the retainage is insufficient to cover any claim(s), the Subcontractor agrees to be liable for the difference to Williams. If Subcontractor is working for Williams on any other project, Williams may also withhold funds from those projects if there are not sufficient funds owing Subcontractor on this Project to satisfy Subcontractor's obligations.
- (i) No payment (final or otherwise) made under or in connection with this Agreement constitutes conclusive evidence of: (1) the performance of the Work or of this Agreement, in whole or in part; (2) acceptance of defective, faulty or improper work or materials; or (3) release of the Subcontractor from any of its obligations under this Agreement. Entrance and use by the Owner does not constitute acceptance of the Work or any portion of the Work.

Article III – Contract Documents

- (a) The Plans, Specifications, General Conditions, Special Conditions, Addenda, General Contract, and this Agreement ("Contract Documents"), are available for examination by the Subcontractor at all reasonable times at the office of Williams. The Subcontractor represents and agrees that it has carefully examined and understands this agreement and the other Contract Documents, has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed and that it enters into this Agreement on the basis of its own examination, investigation, and evaluation and not in reliance on any opinions or representation of Williams, or of the Owner, or their agents.
- (b) With respect to the scope of the Work to be performed and furnished by the Subcontractor, the Subcontractor agrees to be bound to Williams by each and all of the terms and provisions of the General Contract and the other Contract Documents and to assume toward Williams all of the duties, obligations and responsibilities that Williams assumes toward the Owner. The Subcontractor agrees that Williams has the same rights and remedies against the Subcontractor as the Owner has under the Contract Documents against Williams, including every duty, obligation, responsibility, right or remedy. The terms and provisions of this Agreement with respect to the Work to be performed and furnished by the Subcontractor, are in addition to all of the terms and provisions of the Contract Documents.
- (c) This Subcontract Agreement and the provisions of the Contract Documents are intended to supplement and complement each other. If any provision of this Subcontract Agreement irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty or obligation on the Subcontractor will govern. Although drawn by Williams, this Subcontract Agreement shall be interpreted fairly and reasonably as to each party in the event of any dispute.

Article IV – Time of Completion

- (a) Time is of the essence as to the Work. The Subcontractor agrees to commence the Work when notified to begin by Williams and to diligently and continuously prosecute and complete the Work and coordinate the Work with the other work being performed on the Project, in accordance with the project schedule, any revisions to the project schedule, and any other scheduling requirements listed in the Agreement. The Subcontractor agrees not to delay, impede, obstruct, hinder, or interfere with the commencement, progress, or completion of the whole or any part of the Work or other work on the project.
- (b) The Subcontractor agrees to participate and cooperate in the development of the project schedule providing information for the scheduling of the times and sequence of operations required for its Work to meet Williams' overall schedule requirements and to monitor the project schedule and be fully familiar with the timing, phasing, and sequence of operations of the Work and of other work on the Project. The Subcontractor agrees to perform the Work in accordance with the requirements of the project schedule and any revisions to the project schedule.
- (c) If the progress of the Work or the Project is delayed by any fault, neglect, act or failure to act by the Subcontractor or an of its officers, agents, servants, employees, subcontractors, or suppliers, resulting in any additional cost, expense, liability, or damage to Williams or to the Owner or any damages or additional costs or expenses for which Williams or the Owner may become liable, the Subcontractor agrees to compensate Williams and the Owner and indemnify them against all costs, expenses, damages, and liability incurred as a result.
- (d) Williams may direct the Subcontractor to work overtime and the Subcontractor agrees to work overtime and, provided that the Subcontractor is not in default under any of the terms or provisions of this agreement or of any other Contract Documents, Williams will pay the Subcontractor for actual additional wages paid, plus 10% for general overhead and profit to such increased cost at rates which have been approved by Williams.
- (e) If the progress of the Work or of the Project is delayed by any fault, neglect, act, or failure to act by the Subcontractor or any of its officers, agent, servants, employees, subcontractors, or suppliers, then the Subcontractor agrees to, at its own cost and expense, in addition to all of the other obligations imposed by this Agreement, work all overtime necessary to make up for time lost in the completion of the Work and of the Project, due to its delay. If the Subcontractor fails to make up for the time lost due to its delay, Williams has the right to cause other subcontractors to work overtime and to take whatever action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of overtime and any other action is the responsibility of the Subcontractor who occasioned the delay.

Article V – Extension of Time

- (a) If the Subcontractor is delayed, obstructed, hindered, or interfered with in the commencement, prosecution, or completion of the work by any cause, including but not limited to any act, omission, neglect, negligence, or default of Williams or of anyone employed by Williams, or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents, or consultants, or by damaged caused by fire or other casualty or by the combined action of workers or by governmental directive or order not chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, or by any other cause beyond the control of and not due to any fault, neglect, act, or omission of the Subcontractor, its officers, agents, employees, subcontractors, or suppliers, then the Subcontractor will be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of these causes. The Subcontractor will not be entitled to any such extension of time unless the Subcontractor: (1) notifies Williams in writing of the cause or causes of such delay, obstruction, hindrance, or interference within forty-eight (48) hours of its commencement; and, (2) demonstrates to Williams' satisfaction that it could not have anticipated or avoided and used all available means to minimize the consequence of the delay, obstruction, hindrance, or interference.
- (b) The Subcontractor agrees that it will not be entitled to any claim for cost reimbursement, compensation, or damages for any delay, obstruction, hindrance, or interference to the work except to the extent that Williams is entitled to corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for any delay, obstruction, hindrance, or interference, and then payment is expressly conditioned on and will be made only in an amount equal to that received by Williams, on behalf of the Subcontractor, from the Owner on account of the delay, obstruction, hindrance, or interference.

Article VI – Freight Charges and Shipments

- (a) The Subcontractor making or ordering shipments will not consign or have consigned materials, equipment, or any other items in the name of Williams. Williams is under no obligation to make payment for charges on shipments made by or to the Subcontractor, but may, at its option, pay such charges, in which case the Subcontractor agrees to reimburse Williams for the amount of any payments, plus a service charge of twenty-five percent (25%) of the amount paid.

Article VII – Dimensions

- (a) It is the obligation and responsibility of the Subcontractor to take any measurements necessary to insure the proper matching and fitting of the Work covered by this Agreement with contiguous work, notwithstanding the dimensions contained in the Plans, Specifications, or other Contract Documents.
- (b) The Subcontractor agrees to prepare and submit to Williams all shop drawings necessary to completely describe the details and construction of the Work. Approval of shop drawings by Williams and/or the Architect does not relieve the Subcontractor of its obligation to perform the Work in strict accordance with the Plans, Specifications, the provisions of this Agreement and the other Contract Documents, or of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the site.
- (c) If the proper and accurate performance of the Work depends upon the proper and accurate performance of other work not covered by this Agreement ("other work"), the Subcontractor agrees to carefully examine the other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work, use all means necessary to discover any defects in the other work, and before proceeding with the Work, report in writing promptly any improper conditions and defects to Williams, and allow Williams a reasonable time to have the improper conditions and defects remedied.

Article VIII– Interpretation of Plans and Specifications

- (a) The Work is to be performed and furnished under the direction and to the satisfaction of both the Architect and Williams. The decision of the Architect as to the true construction, meaning, and intent of the Plans and Specifications is final and binding upon the parties to this Agreement. Williams will furnish to the Subcontractor additional information and Plans as prepared by the Architect to further describe the Work to be performed and furnished by the Subcontractor, and the Subcontractor agrees to conform to and abide any additional information. The Subcontractor agrees that it will not make any changes, additions, and/or omissions in the Work except upon written order of Williams, as provided in Article IX of this Agreement.

Article IX– Change Orders, Additions & Deductions

- (a) Williams reserves the express right to make changes, additions, and/or omissions at any time in the Work, as it may deem necessary, upon written order to the Subcontractor. The value of the work to be changed, added, or omitted will be stated in the written change order and will be added to or deducted from the Price.
- (b) The value of the work to be changed, added, or omitted will be determined by the lump sum or unit prices, if any, stated in this Agreement for the work. If no prices are stipulated, the value will be determined by the following methods or combination of methods elected by Williams.
- (1) By adding or deducting a lump sum or an amount determined by a unit price agreed upon between the parties to this Agreement.
- (2) By adding (A) the actual net cost of labor to the Subcontractor in accordance with the established rates, including required union benefits, premiums the Subcontractor is required to pay for workers' compensation and liability insurance, and payroll taxes on the labor and, (B) the actual cost to the Subcontractor of materials and equipment and such other direct costs as approved by Williams, less all savings, discounts, rebates, and credits, and (C) an allowance of 5% for overhead on items (A) and (B) above, and (D) an allowance of 5% for profit on items (A), (B), and (C) above, unless specified otherwise in the General Contract.
- (a) If the parties are unable to agree to the value of the work to be changed, added, or omitted, the Subcontractor agrees to proceed with the work promptly under the written order of Williams. The stated value of the work will be omitted, and the determination of the value of the work will be referred to the Architect, whose decision will be final and binding upon the parties to this Agreement.
- (b) In the case of omitted work, Williams has the right to withhold from payments due or to become due to the Subcontractor an amount which, in Williams' opinion, is equal to the value of the work until the changed, added or omitted value is determined by agreement or by the Architect.
- (c) All changes, additions or omissions in the Work ordered in writing by Williams will be deemed to be a part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the other Contract Documents.

Article X– Inspection and Defective Work

- (a) The Subcontractor agrees to provide at all times sufficient, safe, and proper facilities for the inspection of the Work by Williams, the Architect, and their authorized representatives in the field, at shops, or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment, or storage. The Subcontractor agrees to immediately take down all portions of the Work and remove from the premises all materials, whether worked or unworked, which the Architect or Williams condemn as unsound, defective, or improper, in any way failing to conform to this Agreement or the Plans, Specifications, or other Contract Documents within (24) hours after receiving written notice from Williams. The Subcontractor, at its own cost and expense, agrees to replace the condemned work or materials with proper and satisfactory work and materials and make good all work damaged or destroyed by or as a result of the unsound, defective, improper, or nonconforming work or materials or by taking down, removal, or replacement.

Article XI– Failure to Prosecute

- (a) The following conditions constitute a default under this Agreement on the part of the Subcontractor: (1) The Subcontractor at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; (2) The Subcontractor fails in any respect to prosecute the Work with promptness and diligence; (3) The Subcontractor causes by any act or omission, the stoppage, impediment, obstruction, hindrance, or delay of, or interference with, or damage to the work of Williams or of any other contractors or subcontractors on the Project; (4) The Subcontractor fails in the performance of any of the terms or provisions of this Agreement or of the other Contract Documents; (5) The Architect determines that the Work or any portion of the Work is not being performed by the Subcontractor in accordance with the Contract Documents; (6) A petition in bankruptcy or for reorganization is filed by or against the Subcontractor; (7) The Subcontractor becomes insolvent or is adjudicated as bankrupt or goes into liquidation or dissolution, either voluntarily or involuntarily or under Court Order; or, (8) The Subcontractor makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency. Williams has the right, in addition to any other rights and remedies provided by this Agreement and the other Contract Documents or by law, after three (3) days written notice to the Subcontractor mailed or delivered to the last known address of the Subcontractor, (a) to perform and furnish itself or through others any labor or materials for the Work and to deduct the cost of the performance plus 10% overhead and profit from any monies due or to become due to the Subcontractor under this Agreement, and/or (b) to terminate the employment of the Subcontractor for all or any portion of the Work, enter upon the premises and take possession for the purpose of completing the Work of all materials, equipment, scaffolds, tools, appliances, and other items on the Premises, all of which the Subcontractor agrees are transferred and assigned to Williams for completing the Subcontractors performance. Williams has the right to employ any person or persons to complete the Work and provide all the labor, services, materials, equipment, and other items required for completion of the Work.
- (b) If the Subcontractor is terminated pursuant to the terms of this Agreement, the Subcontractor will not be entitled to receive any further payment under this Agreement until the Work is completed to the satisfaction of Williams and the Architect and accepted by them. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the cost and expense incurred by Williams in completing the Work, any excess will be paid by Williams to the Subcontractor, if the express conditions of all other Articles have occurred or been met. If the cost of completion exceeds any unpaid balance, the Subcontractor agrees to pay the difference to Williams. Costs and expenses include not only the cost of completing the Work to the satisfaction of Williams and the Architect and of performing and furnishing all labor, services, materials, equipment, and other items required, but also, all losses, damages, costs, and expenses, including legal fees and disbursements incurred as a result of the Subcontractor's default.

Article XII – Loss or Damage to Work; Fire Insurance

- (a) Williams is not responsible for any loss or damage to the Work to be performed and furnished under the Agreement, from any cause, until after final acceptance of the Work by Williams and the Architect. Williams is not responsible for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented, or used by the Subcontractor or anyone employed by it in the performance of the Work from any cause.
- (b) Williams or Owner will effect and maintain fire insurance (with extended coverage, if specified or otherwise required) for all Work, materials, and equipment incorporated in the Project and all materials and equipment on or about the Premises intended for permanent use or incorporation in the Project or incident to its construction. The fire insurance does not provide coverage for any contractor's machinery, tools, equipment, appliances, or other personal property owned, rented, or used by the Subcontractor or anyone employed by it in the performance of the Work.
- (c) The total value of the property insurable under this Article is as shown on the approved monthly requisitions, plus the total value of property incorporated in the Project or delivered on the Premises during the month but not included in the requisition, as reported by the Subcontractor to Williams for insurance purposes only. The insurance company will determine the total value of the Subcontractor's work, materials, and equipment that is insured under this Article.
- (d) The maximum liability to the Subcontractor under this insurance will be for not more than the proportion of any loss which is reflected in the last approved schedule of values for the insured property and in no event for more than the actual cost.
- (e) In the event of a loss insured under this Article, the Subcontractor will be bound by any adjustment which may be made between Williams or the Owner and the insurance company or companies. Payment for the loss, if any, shall be made payable to Williams and/or the Owner, for the account of any entity it may concern. Should there be cost associated with a delay after a loss or damage to the work, and subcontractor is determined to be responsible, then any delay cost not covered by builder's risk or property insurance will be payable to Williams.

Article XIII – Clean Up

- (a) The Subcontractor agrees to, at its own cost and expense: (1) keep the Premises free at all times from all waste materials, packaging materials, and other rubbish accumulated in connection with the execution of its Work by collecting and depositing all materials and rubbish in locations or containers as designed by Williams, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete, or dirt caused by the execution of its Work and make good all defects which result; (3) at the completion of its Work in each area, perform all cleaning required to leave the area clean and free of all dirt and debris; and, (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, and surplus materials. In the event the Subcontractor fails to perform any of the requirements of this Article to Williams' satisfaction, Williams shall have the right to perform and complete the cleanup itself or through others and charge any cost to the Subcontractor.

Article XIV – Compliance with Laws; Permits

- (a) The Subcontractor agrees to obtain and pay for all necessary permits and licenses pertaining to the Work and to comply with all Federal, State, Municipal, and local laws, ordinances, codes, rules, regulations, standards, orders, notices, and requirements, including but not limited to those relating to safety, discrimination in employment, fair employment practices or equal employment opportunity, and with the requirements of the American Insurance Association, without additional charge or expense to Williams. The Subcontractor agrees to be responsible for and correct, at its own cost and expense, any violations of the terms of this Article resulting in connection with the performance of its Work. The Subcontractor agrees to, at any time upon demand, furnish proof as Williams may require showing compliance and the correction of any violations of this Article. The Subcontractor agrees to hold harmless and indemnify Williams from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the Subcontractor's failure to comply with any laws, ordinances, rules, regulations, standards, orders, notices, or requirements or to correct any violations of the terms of this Article.

Article XV – Labor

- (a) The Subcontractor will not employ men, means, materials, or equipment which may cause strikes, work stoppages, or any disturbances by workers employed by the Subcontractor, Williams, or other contractors or subcontractors on or in connection with the Work or the Project or the location of the Project. Subcontractor agrees at all times to have sufficient and thoroughly competent labor to man the job, and a thoroughly competent superintendent on the job at all times. The Subcontractor agrees that all disputes as to jurisdiction of trades shall be adjusted in accordance with any plan for the settlement of jurisdictional disputes which may be in effect either nationally or in the locality or on separate jobs in which the Work is being performed. The Subcontractor agrees to be bound and abide by all adjustments and settlements of jurisdictional disputes, provided that the provisions of this Article do not violate or conflict with any provisions of law applicable to the settlement of jurisdictional disputes. If the Subcontractor fails to carry out or comply with any of the provisions of this Article, Williams reserves the right, in addition to any other rights and remedies provided by this Agreement, the other Contract Documents or by law, after three (3) days written notice mailed or delivered to the last known address of the Subcontractor, to terminate this Agreement or any part of this Agreement or the employment of the Subcontractor for all or any portion of the Work, and, for the purpose of completing the Work, to enter upon the Premises and take possession, in the same manner, to the same extent, and upon the same terms and conditions as set forth in Article XI of this Agreement.

Article XVI – Taxes and Contributions

- (a) The Subcontractor agrees to accept and assume exclusive liability for and indemnify, protect, and save harmless Williams and the Owner from and against the payment of all of the following:
1. All contributions, taxes, or premiums (including interest and penalties) which may be payable under the Unemployment Insurance Law of any State, Federal Social Security Act, Federal, State, County, and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by any entity employed, engaged in the Work to be performed and furnished under this Agreement.
 2. All sales, use, personal property and other taxes (including interest and penalties) required by any Federal, State, County, Municipal, or other law to be paid or collected by the Subcontractor or any of its subcontractors, or vendors, or any other person or person acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor services, or other items for or in connection with the Work.
 3. All pensions, welfare, vacation, annuity, and other union benefit contributions payable under or in connection with labor agreements with respect to all persons, by any entity employed, engaged in the Work to be performed and furnished under this Agreement.

Article XVII – Patents

- (a) The Subcontractor agrees to indemnify, protect and save harmless Williams and the Owner from and against any and all liability, loss, or damage and to reimburse Williams and the Owner for any expenses, including legal fees and disbursements, which Williams and the Owner may incur because of claims or litigation on account of infringement or alleged infringement of any letters patent rights by reason of the Work or materials, equipment, or other items used by the Subcontractor in its performance.

Article XVIII – Construction Liens or Claims

- (a) If any subcontractor, laborer, materialman or supplier of the Subcontractor, or any other person directly or indirectly acting for it or any of them, files or maintains a lien or claim, whether a mechanics lien, construction lien, or otherwise, against the whole or any portion of or interest in the Project or Premises, or any improvements to the Premises, or against any monies due or to become due from the Owner to Williams or from Williams to the Subcontractor, for any work, labor, services, materials, supplies, equipment, or other items performed or furnished for or in connection with the Work, or under any change order or supplemental agreement for extra or additional work in connection with the Project, the Subcontractor agrees to cause any and all liens and claims to be satisfied, removed, or discharged at its own expense by bond, payment, or otherwise within five (5) days from the date of the filing of any claim or lien. If the Subcontractor fails to do so, Williams has the right, in addition to all other rights and remedies provided under this Agreement and the other Contract Documents or by law, to cause any and all liens or claims to be satisfied, removed, or discharged by whatever means Williams chooses, at the entire cost and expense of the Subcontractor, including legal fees and disbursements. The Subcontractor agrees to indemnify, protect and save harmless Williams and the Owner from and against all liens, claims and actions brought or judgments rendered on any liens or claims, and from and against any and all loss, damages, liability, costs, and expenses, including legal fees and disbursements, which Williams and/or the Owner may sustain or incur in connection with any liens or claims.

Article XIX – Assignment and Subletting

- (a) This Agreement, or any monies due or to become due under this Agreement, are not assignable in whole or in part without the prior written consent of Williams. Any assignment or subletting, including any claim for damages or interest in monies payable under any of the terms of this Agreement or the Contract Documents, without prior written consent, is void and of no effect and vests no right or right of action in the assignee or subcontractor against Williams. Williams' consent to any assignment or subletting does not relieve the Subcontractor of any of its agreements, duties, responsibilities, or obligations under this Agreement and the other Contract Documents, and the Subcontractor remains fully responsible and liable for any defaults, neglects, acts, and omissions of its assignees and subcontractors and all persons directly or indirectly employed by them just as it is for its own defaults, neglects, acts, and omissions and those of its own officers, agent, servants, and employees. The Subcontractor agrees to bind each of its subcontractors to all of the terms, provisions, and covenants of this Agreement and the other Contract Documents with respect to the sublet Work. Williams' consent to any subletting will not be deemed to create any contractual relationship between Williams and any subcontractor to whom the Work or any portion is sublet and does not vest any right or right of action in any subcontractor against Williams.

Article XX – Termination of Agreement

- (a) Williams has the right at any time, by written notice to the Subcontractor, to terminate this agreement and require the Subcontractor to cease work; in which case, provided the Subcontractor is not in default, Williams agrees to pay the Subcontractor for any damage directly resulting from the termination, except that the Subcontractor is not entitled to anticipated profits on work not performed or on materials or equipment unfurnished.
- (b) If a determination is made that a termination of Subcontract under Article XI above, or for any other reason, was wrongful, then said termination shall be treated as a termination under this Article XX for all purposes including damages.

Article XXI – Guarantees

- (a) The Subcontractor guarantees the Work to the full extent provided in the Plans, Specifications, General Conditions, Special Conditions, and other Contract Documents.
- (b) The Subcontractor agrees to remove, replace and/or repair at its own expense and at the convenience of the Owner any faulty, defective, or improper work, materials, or equipment discovered within one (1) year from the date of the acceptance of the Project as a whole by the Architect and the Owner or for a longer period if provided in the Plans, Specifications, General Conditions, Special Conditions, any other Contract Documents, or if required any law or code.
- (c) The Subcontractor agrees to pay for all damage to the project resulting from defects in the work and all costs and expenses necessary to correct, remove, replace, and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work.

Article XXII – Accident Prevention

- (a) The Subcontractor agrees that the prevention of accidents to workmen engaged in the vicinity of the Work is its responsibility. The Subcontractor agrees to comply with all Federal, State, Municipal, and local laws, ordinances, rules, regulations, codes, standards, orders, notices, and requirements concerning safety as applicable to the Work, including the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or are in the future adopted or issued under the Federal Occupational Safety and Health Act, and with the safety standards established during the progress of the Work by Williams. When ordered, the Subcontractor agrees to stop any part of the Work which Williams deems unsafe until corrective measures satisfactory to Williams are taken, and the Subcontractor agrees that it will not make any claim for damages growing out of stoppages under this Article. If not done by the Subcontractor, Williams may take corrective measures at the cost and expense of the Subcontractor and deduct the cost incurred from any payments due or to become due to the Subcontractor. Failure on the part of Williams to stop unsafe practices in no way relieves the Subcontractor of its responsibility for any resulting damages or claims. In the event the Federal Occupational Safety and Health Act Administrator assess a fine or penalty of any nature, Williams reserves the right to backcharge the responsible Subcontractor therefore.

Article XXIII – Liability for Damage and Personal Injury

- (a) To the fullest extent permitted by law, the Subcontractor shall assume the defense of, and indemnify and save harmless Williams, The Owner, their officers, directors, partners and employees (jointly hereinafter referred to as the "Indemnittees"), from and against any and all demands, claims, lawsuits, losses, liabilities, worker's compensation claims and expenses including reasonable attorney's fees, resulting from the performance or failure to perform the Work by the Subcontractor or from other actions or inactions by Subcontractor or its employees, officers, directors, suppliers or sub-subcontractors or their employees, officers, directors, suppliers or sub-subcontractors resulting from the performance or failure to perform the Work. Subcontractor's obligation of indemnify, defend and hold harmless, as required here in, shall include without limitation: (a) claims of infringement or violation of any copyrights, patent rights or similar rights (including, without limitation, unfair competition); (b) claims of injuries and damage to property and persons, including death or injury to employees or agents of Subcontractor; (c) claims on account of the acts and/or omissions of Subcontractor, or those for whom Subcontractor is legally responsible including, without limitation, any of Subcontractor's officers, agents, employees, suppliers or sub-subcontractors or their employees, officers, directors, suppliers or sub-subcontractors; (d) claims due to defects of any kind, actual or alleged, in the Work; (e) attachments, executions and liens by creditors of Subcontractor or others making claims arising from or related to Subcontractor's Work. The indemnity set forth in this paragraph shall survive termination of this Agreement, shall not be limited by the insurance requirements set forth herein and is unlimited. Williams has the right to withhold from any payments due or become due to the Subcontractor an amount sufficient in its judgment to protect and indemnify Williams and the Owner, their officers, agents, servants, and employees from and against any and all claims, loss, cost, expenses, liability, damage or injury, including legal fees and disbursements. Williams may require Subcontractor to furnish a surety bond satisfactory to Williams guaranteeing protection under this Article within five (5) days after written demand is made by Williams.
- (b) As a separate indemnity obligation, Subcontractor's agreement and duty to indemnify, defend and hold harmless, as required herein, includes the duty to do so from claims, demands, actions, damages, worker's compensation claims and causes of action based on or arising from the negligence or fault of Williams and/or the Owner and all of their agents or employees, except from their gross negligence or willful misconduct, to the fullest extent allowed by applicable law. This duty also applies regardless of any active and/or passive negligent act or omission of Williams and/or the Owner and all of their agents or employees. The indemnity set forth in this paragraph shall survive termination of this Agreement and shall not be limited by the insurance requirements set forth herein. The indemnity provided in Article XXIII (b) only, is limited to \$1,000,000, which the parties agree is commercially reasonable. All other indemnities granted by Subcontractor in this Agreement are unlimited and are hereby incorporated by reference into the project specifications or bid documents, if any.
- (c) The Subcontractor expressly and specifically waives any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers compensation laws.
- (d) Before commencing with the Work, the Subcontractor agrees to procure and maintain at its own expense, the following insurance from insurance companies satisfactory to Williams: provided, however, if the General Contract provides for higher limits, they shall be required of the Subcontractor.
1. **Workers Compensation and Employer's Liability Insurance** in accordance with the laws of the State in which the Work is situated, even though Subcontractor may be qualified for exemption.
 2. **Comprehensive general liability insurance** including completed operations, contractual liability insurance against the liability assumed in this agreement, and including contractor's protective liability insurance if the Subcontractor sublets to another all or any portion of the Work, with the limits acceptable to the Contractor's insurance agent.
 3. **Comprehensive automotive liability insurance** covering all owned, non-owned and hire automobiles or trust used in connection with the Work, with limits acceptable to the Contractor's insurance agent.
- (e) Before commencing the Work, the Subcontractor agrees to furnish insurance satisfactory to Williams from each insurance company showing that the required insurance is in force, stating policy numbers, dates of expiration, limits of liability and providing that the insurance will not be cancelled or changed until the expiration of at least (30) days after written notice to Williams of cancellation or change. Williams and Owner will be named as an additional insured under these policies of insurance. Williams will withhold any payment otherwise due for Subcontractor's failure to have in place a satisfactory certificate of insurance.
- (f) If the Subcontractor fails to procure and maintain the required insurance, Williams has the right, but not the obligation, to procure and maintain insurance for and in the name of the Subcontractor and the Subcontractor agrees to pay the cost and furnish all necessary information to effect and maintain the insurance. Subcontractor shall maintain the required completed operations coverage after the Project is completed for a period of time equal to the Statute of Repose in effect in the state in which the Project is located. In Florida, said Statute of Repose is currently ten (10) years.
- (g) Subcontractor agrees that Subcontractor's insurance coverage required in this Agreement shall be primary and shall pay first any claim or loss covered by said policies, and that there shall not be contribution from any other non-Subcontractor policies.
- (h) Subcontractor hereby waives and releases all rights to subrogation, or that may be asserted through subrogation, against Contractor, and that arise directly, or indirectly, vicariously, or derivatively through other persons, but only to the extent any such rights arise out of Subcontractor's insurers' payments, settlements, or adjustments of claims.

Article XXIV – Bonds

- (a) The Subcontractor agrees to furnish to Williams a subcontract bond in the amount of the Subcontract. The form of the bonds and the issuing Surety must be on the approved bond from attached hereto.

Article XXV – Severability

- (a) In the event that any provision, or any part of a provision, of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by an authority having jurisdiction, that determination will not impair or otherwise affect the validity, legality, or unenforceability of the remaining provisions or parts of provisions of this Agreement, which will remain in full force and effect as if the unenforceable provision or part were deleted.

Article XXVI – Arbitration

- (a) All claims, disputes, and other matters in question between the Contractor and Subcontractor arising out of, or relating to, this Agreement or the breach thereof, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, unless the parties mutually agree otherwise, and the Federal Arbitration Act.. The parties agree that the venue for such arbitration shall be in Orlando, Orange County, Florida. The prevailing party in any arbitration or litigation shall be entitled to recover reasonable attorney’s fees for the services of its attorney at the arbitration, confirmation proceedings and appeal, if any. A prevailing party is the party who wins the significant issues in the arbitration; unless the award is not at least 25% greater than prior written offer to settle made prior to commencement of the arbitration proceeding, in which case the party who made the rejected offer shall be deemed to have prevailed.

Article XXVII – Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties. No oral representations or other agreements have been made by Williams except as stated in the Agreement. This Agreement may not be changed in any way except as provided by this Agreement, and no term or provision may be waived by Williams except in writing, signed by its authorized office or agent.
- (b) The parties, for themselves, their heirs, executors, administrators, successors and assigns, agree to the full performance of all the terms and provisions contained in this Agreement.

In witness whereof, the parties to these presents have set their hands on the day and year stated above.

“SUBCONTRACTOR”
{ToCompany.Name}

“CONTRACTOR”
{Projects.CompanyName}

BY: _____

BY: _____
{Projects.ProjectManager}

TITLE: _____

TITLE: PROJECT MANAGER

DATE: _____

DATE: _____

Enclosures:

The following attachments are part of this Subcontract Agreement:

- Subcontractor Information Sheet
- Request for Payment Form
- Insurance Requirements Memo with Sample Certificate

- (1) Exhibit “A” – Applicable Contract Documents
- (2) Exhibit “B” – Scope of Work
- (3) Exhibit “C” – Project Schedule
- (4) Exhibit “D” – Special Requirements

SUBCONTRACT PACKAGE

We are enclosing 2 originals of your subcontract agreement for this project.

Please Initial ALL Pages & Sign BOTH ORIGINALS

and return them within 10 days.

A fully executed copy will be returned for your files.

SUBCONTRACTOR INFORMATION SHEET

SAFETY

All subcontractors must comply with all rules and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (O.S.H.A.); Equal Opportunity and Non-discrimination regulations, in addition to all State, Local, and Williams Company safety requirements.

PAYMENT POLICIES

The following items must be submitted to our office and on file prior to any payments being made against your subcontract agreement. Please be sure all applicable items are on file and current prior to submitting your first Draw Request.

- Signed subcontract agreement **WITH ALL PAGES INITIALED**
- Payment and Performance bond **(if required by your subcontract agreement)**
- Current Certificate of Insurance for Liability/Auto/Worker's Compensation faxed to {Projects.UserText6}. **(See attached for sample and specific requirements).**

It is **your** responsibility to verify all items are on file in our office to avoid delay in processing payment. If you have any questions, please check with the Project Secretary listed below.

REQUEST FOR PAYMENT (use the form enclosed herewith)

Requests for payment **MUST BE IN OUR OFFICE NO LATER THAN THE 20TH DAY OF THE MONTH** during which work was performed (unless otherwise stated in your subcontract agreement). Requests received after the stated time may be held for payment the following month.

WAIVERS & RELEASE (Supplier/Subcontractor Partial and Final Waiver)

You will be required to furnish both partial and final releases from your suppliers and/or sub-subcontractors on this job.

CHANGES

There will be no changes and/or modifications to this agreement except in writing and approved by the Project Manager shown below.

JOB NAME	{Projects.Name}	JOB NO.	{Projects.Number}
SUPERINTENDENT	{Projects.Superintendent}	JOB PHONE JOB FAX:	{Projects.JobTel} {Projects.JobFax}
PROJECT MANAGER	{Projects.ProjectManager}	PHONE NO.	407-295-2530
PROJECT SECRETARY	{Projects.ConstructionManager}	PHONE NO.	407-295-2530
PROJECT ACCOUNTANT	{Projects.FieldEngineer}	PHONE NO.	407-295-2530

****** If you have any questions, please call our office at 407-295-2530 ******

2301 Silver Star Road, Orlando, FL 32804 407-295-2530 FAX 407-297-0459

REQUEST FOR PAYMENT

TO: {Projects.CompanyName}
2301 Silver Star Road, Orlando, FL 32804

DATE: _____ **REQUEST NO.** _____ **PROJECT:** {Projects.Name}
JOB NO. {Projects.Number} **CSI Code:** {Contracts.CSICode}

SUBCONTRACTOR:
Name: {Company.Name}
Address: {Addresses.Address 1}, {Addresses.City}, {Addresses.State} {Addresses.Zip}
Telephone/Fax: {Addresses.Tel}, Fax: {Addresses.Fax}

This request is for Payment for the period ending		-Do not write in this space-
Amount of Original Contract	\$ {Contracts.OrigValue}	
Approved Change Orders	\$ _____	
Total Contract and Approved Change	\$ _____	

Value of work performed to date (per breakdown attached)	\$ _____	
Value of materials stored on site (per breakdown attached)	\$ _____	
Total	\$ _____	
Less Retainage _____%	\$ _____	
Amount Earned Less Retainage	\$ _____	
Amount Received to Date	\$ _____	
Amount of this Request # _____	\$ _____	
Balance to complete	\$ _____	

The Subcontractor certifies that all materials, labor and services furnished by him through the above mentioned pay period have been fully paid for (except as listed hereon below) and the premises of the above named job cannot be made subject to any valid lien or claim by any one who furnished material, labor or services to the subcontractor for use in said job; and the subcontractor hereby releases {Projects.CompanyName} and the OWNER from any further liability in connection with all materials, labor, and services furnished by the Subcontractor through this pay period.

This release is given in order to induce payment in the amount of \$ _____ and on receipt of said payment by the Subcontractor, this release becomes in full force and effect.

Exceptions are as follows:

{Company.Name}

Notary Affidavit:
Sworn to and subscribed before me
this ____ day of _____
20 ____

By: _____
TITLE: _____

Notary Public _____
(SEAL)

DATE: _____

TO: ALL SUBCONTRACTORS

FROM: INSURANCE COORDINATOR, ({Projects.CompanyName} ">")

RE: CERTIFICATE OF INSURANCE REQUIREMENTS

{Projects.CompanyName} has very specific insurance requirements that must be met by all subcontractors. These requirements are detailed below. Subcontractors must provide insurance certificates demonstrating all of Williams' requirements are met **before** beginning any on-site work and before receiving any payments. Please notify Williams' project manager immediately if your company cannot meet any of these requirements.

ConFirmNet records and tracks all subcontractor insurance certificates for {Projects.CompanyName}. Therefore, your insurance certificate must be faxed to their {Projects.UserText6} fax number. Insurance certificates are NOT to come directly to {Projects.CompanyName}. Failure to fax insurance certificates to the number provided will delay subcontractors' authorization to work on site and will delay release of payments. Any questions you may have regarding {Projects.CompanyName} insurance requirements can be addressed by our Insurance Coordinator by calling **407-295-2530**.

Specific Insurance Requirements are as follows:

1. The Insurance provided by each subcontractor under the terms of your contract shall be **PRIMARY and NON CONTRIBUTUTARY** to any coverage available to Williams or other additional insured under any other insurance held by Williams.
2. The Certificate Holder must be {Projects.CompanyName}.
3. {Projects.CompanyName} requires different liability coverage amounts based upon the amount of your contract. They are as follows:
Tier 1 – Contract amounts below \$100,000 – Minimum of \$2M General Aggregate & \$1M Each Occurrence
Tier 2 – Contract amounts of \$100,000 to \$500,000 – Minimum of \$3M General Aggregate & \$2M Each Occurrence
Tier 3 – Contract amounts of \$500,000 and above – Minimum of \$6M General Aggregate & \$5M Each Occurrence
4. Workers Compensation coverage is required from all subcontractors with minimum coverage limits as follows: \$100,000 EL Each Accident; \$500,000 EL Disease – Policy Limit; \$100,000 EL Disease – Ea Employee
5. Auto Liability insurance is required from all subcontractors with minimum coverage limits as follows: \$1,000,000 Combined Single Limit.
6. Additional Insureds are required on General and Excess/Umbrella liability policies. All subcontractors are to name {Projects.CompanyName}. AND the Project's Owner as Additional Insureds on their insurance certificates. If the subcontractor's contract amount is \$100,000 or higher, then, in addition to the certificate, they must also provide the actual Additional Insured Endorsement indicating both as Additional Insureds on all liability policies.
7. Waiver of Subrogation in favor of {Projects.CompanyName} is required on all Liability and Workers Compensation policies. All subcontractors are to indicate on their insurance certificates a Waiver of Subrogation in favor of {Projects.CompanyName}. If the subcontractor's contract amount is \$100,000 or higher, then, in addition to the certificate, they must also provide the actual Waiver of Subrogation Endorsement indicating the Waiver of Subrogation has been provided on all liability and workers compensation policies.
8. The following statement is to be provided on all insurance certificates: {Projects.CompanyName} and its affiliated & subsidiary companies, officers, directors, agents, and employees; and the project's Owner are named as Additional Insureds with respect to General Liability, completed operations & Umbrella policies. Waiver of Subrogation is included in favor of {Projects.CompanyName} its affiliated & subsidiary companies, officers, directors, agents, & employees with respects to the General Liability & Workers' Compensation & Excess Liability policies. Policies are primary & non-contributory for all claims arising from insured's work. Policy shall not contain an exclusion limiting or removing liability arising out of residential construction.

CERTIFICATE OF LIABILITY INSURANCE**Tier 3
Sample**

PRODUCER

Agent's Name & Mailing Address

THIS CERTIFICATE IS USED 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:

COMPANIES AFFORDING COVERAGE

INSURED

{ToCompany.Name}
{ToContact.DisplayAddress}COMPANY
A**Name of Insurance**COMPANY
BInsurance Companies providing coverages must be rate at least A-VIII or B+ 10 by A.M Best
Only Exception: State WC Funds.COMPANY
CCOMPANY
D**COVERAGES:** THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO 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 A <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTURAL LIABILITY <input checked="" type="checkbox"/> AGGREGATE LIMITS PER PROJECT	POLICY NUMBER			GENERAL AGGREGATE \$ 2,000,000 PRODUCTS—COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ANY OWNED AUTO A <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTO <input checked="" type="checkbox"/> NON-OWNED AUTOS	POLICY NUMBER			COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	POLICY NUMBER			AUTO ONLY—EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM OTHER THAN UMBRELLA FORM	POLICY NUMBER			EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR / PARTNER / EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	POLICY NUMBER			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE—POLICY LIMIT \$ 500,000 EL DISEASE—EA EMPLOYEE \$ 100,000
	OTHER	POLICY NUMBER			

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/SPECIAL ITEMS

ALL PROJECTS:*{Projects.CompanyName}, its affiliated & subsidiary companies, officers, directors, agents, employees and the Project Owner are named as Additional Insured with respect to General Liability, completed operations & Umbrella policies. Waiver of Subrogation is included in favor of {Projects.CompanyName}, its affiliated & subsidiary companies, officers, directors, agents & employees with respects to the General Liability & Workers' Compensation & Excess Liability policies. Policies are primary & non-contributory for all claims arising from Insured's work. Policy shall not contain an exclusion limiting or removing liability arising out of residential construction.*

CERTIFICATE HOLDER

{Projects.CompanyName}
2301 Silver Star Road
Orlando, FL 32804

Fax Certificate to: {Projects.UserText6}

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

