

SUBCONTRACTOR REQUIREMENTS

These Subcontractor Requirements are applicable to all construction work, labor and materials performed or supplied by subcontractors to G.C. Contracting LLC (hereinafter referred to as “GCC”) after March 1, 2006, and are incorporated by reference into all subcontracts with GCC in consideration of GCC entering into the subcontract with the subcontractor or supplier. The Subcontractor Requirements are as follows:

General

1. Labor and/or equipment needed to perform scope of work.
2. Pass Inspections.
3. Clean-up daily with all debris and trash placed in trash bin.

All services proffered shall be in accordance with the above referenced plans, specifications, local municipalities and government agencies including FHA, VA and OSHA, State of Florida codes, ordinances and statutes, the specifications hereinafter set forth and any standard production changes incorporated in the model homes. Building partner is responsible for coordinating all needed inspections with the Construction Manager. Re-inspection fees, if any, will be charged to the building partner. Building partner is responsible to have all required licenses (i.e. state, city, county, etc.) prior to commencement of work, as well as the required workmen’s compensation, general liability and auto insurance.

Safety

Subcontractor shall be responsible for enforcing all OSHA or other safety regulations, including the required use of hardhats, fall protection, harnesses, tie-offs and roof slide guards, among its employees and sub-subcontractors.

Subcontractor shall provide its own scaffolding, ladders and safety equipment, all of which shall be approved by OSHA.

Impalement caps shall be installed on all exposed reinforcing steel in compliance with all OSHA and other safety regulations, and it shall be verified that all such caps are in place when the concrete slab is ready for inspection.

All fines against GCC for violations of OSHA or other safety regulations shall be back-charged against the responsible Subcontractor.

GCC has a right to impose its own fines for violations of OSHA or other safety regulations as a back-charge, including fines of twenty-five dollars (\$25.00) per violation against individual employees and sub-subcontractors of Subcontractor.

Warranties and Customer Service

Subcontractor shall warrant to GCC that Subcontractor is solely responsible for any loss or damage arising from any defect in materials and / or workmanship furnished under the Subcontract for a period of two (2) years from the date of the home buyer's close of escrow. Upon written notification of any such defect from GCC, Subcontractor shall be responsible, at Subcontractor's expense, for any labor and / or materials necessary to correct such defects. Upon failure of Subcontractors to correct such defects within seventy-two (72) hours of notice, GCC may furnish or secure, at Subcontractor's expense, such labor and/or materials as necessary to correct the defects and to bring the work up to the required standard. All costs thus incurred by GCC shall become a debt due and payable immediately to GCC by Subcontractor.

Subcontractor shall take responsive action, immediately upon notification by GCC to correct defects of an emergency nature.

Subcontractor shall provide a telephone number available twenty-four (24) hours a day, seven (7) days a week, for use by GCC should an emergency arise. Subcontractor shall respond by phone to any emergency call within one (1) hour and /or have a representative on the site within four (4) hours of any emergency. Should Subcontractor fail to respond within this time frame, Subcontractor shall be liable for any changes that might be incurred in response to the emergency.

Subcontractor understands that service is of the utmost importance to GCC; therefore, Subcontractor shall complete all service work within seventy-two (72) hours after GCC's request.

Should Subcontractor fail to comply or respond accordingly, GCC may order such work to be performed by an outside source and Subcontractor shall be liable to GCC for all costs so incurred.

Customer service is the contractual responsibility of Subcontractor, and Subcontractor shall handle all customer service in a timely and professional manner. Subcontractor shall honor, as scheduled, all appointments made with home buyers. GCC will charge Subcontractor one hundred fifty dollars (\$150.00) for each appointment missed due to Subcontractor's fault. GCC will charge Subcontractor fifty dollars (\$50.00) for each appointment that Subcontractor is late for due to Subcontractor's fault.

Sub-Contractor shall remain responsible for all work even if the warranty period had expired, if the original work was not completed to industry standards.

Subcontractor shall furnish all necessary supervision, labor, material, tools and equipment to provide complete and operating systems for each dwelling unit per plans and specifications.

This scope of work supersedes all bid, proposal, quote or addendum restrictions submitted by Subcontractor. No alterations to this scope of work will be accepted.

All inspections are to be secured by the Subcontractor and no work is to be performed before required inspections have been by all applicable governing agencies (i.e. City, County, VA, etc.).

A representative of the Subcontractor shall be present at all inspections. Any charges for Re-inspection shall be the Subcontractor's responsibility. The Subcontractor shall coordinate inspections with GCC's customer service representative.

Subcontractor must supply updated Material Safety Data Sheets to GCC prior to commencing work. Subcontractor is responsible for all materials they bring onto the project. Subcontractor is responsible for updating the Material Safety Data Sheets to GCC's when changes occur or when new products or material are used on the job-site.

In the event Subcontractor is required to work overtime in order to complete the warranty work schedule, it is agreed that GCC will not pay extra for overtime. In the event Subcontractor is asked to perform work for items not covered under warranty, GCC will pay the overtime rates if said work is asked to be completed after hours and agreed to by GCC's representative prior to work starting. It is agreed that Saturday is a normal working day.

Subcontractor shall be responsible to meet all applicable codes per the most recent FBC and/or local codes as well as any other current codes governing this trade work. Any re-inspection fees Due to Subcontractor's failure to install the appropriate material or failure to meet these codes shall be charged to the Subcontractor.

Subcontractor's shall not at any time drive or park any vehicles or equipment on driveways, walkways or sidewalks. If such a violation is observed, Subcontractor shall be back-charged two hundred dollars (\$250.00) per violation.

Subcontractor's representative needs to possess identification that clearly tells the home buyer the person's name as well as Subcontractor's company name. Subcontractor's representative must present home buyer with a business card that provides the representative's name as well as the company's name prior to entering the home.

Each representative of Subcontractor shall be in a company uniform (shirt displaying company logo and / or name) professionally dressed (i.e. no ripped pants) and be free of any offensive body order.

Subcontractor's representative shall use professional language and refrain from foul or offensive speech.

Subcontractor's representative shall limit all discussion to work of your own specific trade. Subcontractor's representative shall not bad mouth or discuss other subcontractors, GCC, the builder or the developer with the homeowner.

Subcontractor's representatives shall have all necessary materials and tools to complete the job on the first trip to the home.

Subcontractor's representatives shall always use drop cloths to protect home buyer's property and to not cause other damage within the home.

No tools or toolboxes are to be set on any of the countertops, tile, wood, or vinyl flooring. Subcontractor shall provide suitable padding under toolboxes when placed on surfaces in the home.

There shall be no eating, drinking, smoking, tobacco use or the eating of sunflower seeds permitted inside a home or on the property at any time.

Subcontractor's representatives shall park only on the street. Parking in the driveway is not permitted under any circumstances. If Subcontractor's representatives park on the driveway and there is a repair needed due to damage or stains, Subcontractor shall be responsible for all the repairs necessary.

Subcontractor's representatives shall never use home buyer's phone unless it is a life or death situation. Subcontractor should provide his representatives with adequate communication methods.

Subcontractor's representatives shall always leave the home and job-site clean. Subcontractor's representatives shall never leave a home with any dirt or debris caused by their operations at any time, even if they are running "shortly". Subcontractor's representatives shall remove all trash and debris, and vacuum as needed.

Subcontractor's representatives shall be prompt to all appointments. If unable to make appointment, it is Subcontractor's responsibility to notify GCC's representative at least three (3) hours in advance that Subcontractor's representative is going to be late.

All items in the base scope of work are also included in this scope of warranty work.

Subcontractor's representatives shall never use a home buyer's restroom facilities under any circumstances. If Subcontractor's representatives fail to adhere to this, it will be Subcontractor's responsibility to assume all costs for replacement of the toilet fixtures.

Subcontractor shall perform work according to the project site rules.

Subcontractor and Subcontractor's employees shall ONLY utilize the portable restroom facilities.

Failure to comply will result in immediate termination of the offending personnel from the project, and will result in a two hundred fifty dollar (\$250.00) back-charge plus the costs of the sanitizing the premises.

Subcontractor agrees to the "FIX IT RIGHT THE FIRST TIME POLICY". This means Subcontractor shall perform all customer service work correctly the first time, thereby eliminating the need for future callbacks for the same warranty item. The work shall be performed professionally and in a timely manner. Any exceptions to the work not being

completed the same day that the work has been commenced shall require prior approval from G .C .C's representative. It shall also be documented in writing on the customer service Work Order for the warranty claim. The area that the work was performed in shall be left clean and show no signs of work being performed in the area. Failure to follow the "FIX IT RIGHT THE FIRST TIME POLICY" shall result in a back-charge to Subcontractor of one hundred dollars (\$100.00) per occurrence.

The Building Partner/Supplier agrees to comply with the Fair Housing Accessibility Guidelines wherever applicable in GCC communities.

The Building Partner/Supplier agrees to instruct their staff regarding GCC'S "common sense" job policy:

- No alcohol or drugs will be permitted at job site.
- No children or animals permitted at job site.
- No loud music shall be permitted.
- No parking in driveways or on sidewalks.
- Protect finished surfaces of all other trades, i.e. countertops, vinyl, carpet, walls and concrete surfaces.
- If you are the last person in a home at the end of the day, please close windows and lock doors when you leave.
- No smoking in any home once drywall has been installed.
- Remove and clean-up all trade-related trash daily and place in trash bins.
- Do not waste or damage materials provided to you any Homebuilder.
- If you do not understand your work assigned, or understand our plans and specifications, contact the Construction Manager before you proceed.

Manufacturer Warranties

All manufacturer or supplier warranties and / or guarantees, express or implies, with respect to any material or equipment used in or as a part of the work shall be deemed obtained by Subcontractor on behalf of GCC, and shall inure to the builder's benefit without the necessity of a separate transfer or assignment thereof, or require such manufacturer or supplier to execute such warranties and guarantees in writing to the builder. All manufacturer warranties shall be deemed to begin on the Certificate of Occupancy date.

ALL OF THE ABOVE REQUIREMENTS ARE AGREED TO BY SUBCONTRACTOR:

Signature: _____

Printed Name: _____

Company: _____

Date: _____