

Recording Requested by:
Jd all service plumbing
112 w 13775 s
Draper, Utah 84020

Please Return To:
Jd all service plumbing
c/o Mail Center
9450 SW Gemini Dr #7790
Beaverton, Oregon 97008-7105
Reference ID: 7BR82ZPTVBMZ

Recorded 27-Feb-2024 Filing No. 106826
At 01:03 PM in Book E13 Page 1905
Fee \$90.00 Kaia Bowden Rich County Recorder
For LEVELSET



SPACE ABOVE FOR RECORDER'S USE

PARCEL NUMBER: 41-21-404-0000, 41-21-404-0101, 41-21-404-0102, 41-21-404-0201, 41-21-404-0202, 41-21-404-0301, 41-21-404-0302, 41-21-404-0401, 41-21-404-0402, 41-21-403-0000, 41-21-403-0101, 41-21-403-0102, 41-21-403-0201, 41-21-403-0202, 41-21-403-0301, 41-21-403-0302, 41-21-403-0401, 41-21-403-0402, 41-21-402-0000, 41-21-402-0101, 41-21-402-0201, 41-21-402-0202, 41-21-402-0301, 41-21-402-0302, 41-21-402-0401, 41-21-402-0402, 41-21-401-0000, 41-21-401-0101, 41-21-401-0102, 41-21-401-0201, 41-21-401-0202, 41-21-401-0301, 41-21-401-0302, 41-21-401-0401, 41-21-401-0402

NOTICE OF CONSTRUCTION SERVICE LIEN
Utah Code § 38-1a-502

The Claimant:
Jd all service plumbing
112 w 13775 s
Draper, Utah 84020

The Property to be charged with the lien:
State of Utah
County: Rich County

The Property Owner:
Waters edge properties
88 South Bear Lake Boulevard
Garden City, Utah 84028
The Waters Edge Properties, LLC
967 W Center St
Orem, Utah 84057

Municipal Address:
35 East 150 south
Garden City, Utah 84028

The Party Who Hired The Claimant ("Hiring Party"):
Bcc Group
471 W Universal Cir
Sandy, Utah 84070

Legal Property Description:
Tax Parcel #: 41-21-404-0000, 41-21-404-0101, 41-21-404-0102, 41-21-404-0201, 41-21-404-0202, 41-21-404-0301, 41-21-404-0302, 41-21-404-0401, 41-21-404-0402 Lake Residences at Bear Lake Phase 7B, Building "B", located in Garden City, Rich County, Utah, according to the official plat thereof. Tax Parcel #: 41-21-403-0000, 41-21-403-0101, 41-21-403-0102, 41-21-403-0201, 41-21-403-0202, 41-21-403-0301, 41-21-403-0302, 41-21-403-0401, 41-21-403-0402 Lake Residences at Bear Lake Phase 7A, Building "C", located in Garden City, Rich County, Utah, according to the official plat thereof. Tax Parcel No: 41-21-402-0000, 41-21-402-0101, 41-21-402-0201, 41-21-402-0202, 41-21-402-0301, 41-21-402-0302, 41-21-402-0401, 41-21-402-0402 Lake Residences at Bear Lake Phase 8B, Building "D", located in Garden City, Rich County, Utah, according to the official plat thereof. Tax Parcel No: 41-21-401-0000, 41-21-401-0101, 41-21-401-0102, 41-21-401-0201, 41-21-401-0202, 41-21-401-0301, 41-21-401-0302, 41-21-401-0401, 41-21-401-0402 Lake Residences at Bear Lake Phase 8A, Building "E", located in Garden City, Rich County, Utah, according to the official plat thereof.

Services / Materials Provided ("Services"):
Finish material and labor install, rough in material and install, tools,

Claimant First Furnished Labor and/or Materials on:
December 01, 2022

Claimant Last Furnished Labor or Materials on: June 20, 2023

Amount of Claim / Total Balance Due: \$293,950.00

IMPORTANT INFORMATION ON THE FOLLOWING PAGE(S)

Notice is hereby given that **Claimant** hereby claims a construction service lien pursuant to UTAH CODE ANN. § 38-1-1 et seq., upon the **Property** described above. In support of this lien, the following information is being submitted:

The **Property** being liened is identified above as the **Property**;

The owner or reputed owner of the **Property** is above-identified as the **Property Owner**;

The name and address of the party making this claim of lien is above-identified as the **Claimant**. The **Claimant** is the party who actually furnished the materials, labor, services, equipment, or other construction work for which this lien is claimed. These services and/or materials are above-described as the **Services**. These **Services** were furnished to the **Property**, and incorporated therein;

The **Claimant** was hired by the above-identified **Hiring Party**;

The above-identified **Amount of Claim** is the total balance due to the **Claimant** at the time of the filing of this Claim of Construction Lien. This is a true statement of the Claimant's demand after deducting all just credits and offsets.

PROTECTION AGAINST LIENS AND CIVIL ACTION

Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met:

(1)

(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer;

(b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and

(c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or;

(2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000."

(3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rirf.

IMPORTANT INFORMATION & SIGNATURES ON THE FOLLOWING PAGE

SIGNATURE OF CLAIMANT, AND VERIFICATION

State of CALIFORNIA County of SAN JOAQUIN

I, Jason Delfre, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, or a party authorized and appointed for the purposes of signing this Notice of Claim of Lien, that I have read the foregoing Notice of Claim of Lien, know the contents thereof, have been provided and thereby or otherwise have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

[Signature]
Claimant, J/all service plumbing
Signed by:

Print Name: Jason Delfre
Title: owner
Dated: 2/26/24

On 01/26/2024, before me, undersigned Notary, personally came and appeared, JASON DELFRE, who is known to me or whose identity was sufficiently proved and who is an authorized limited agent of Claimant, and acknowledged that this instrument is the free and voluntary act of and deed of said company, and on oath stated that s/he is authorized to execute said instrument.

M. Z. KHAN
Notary Public [Signature]

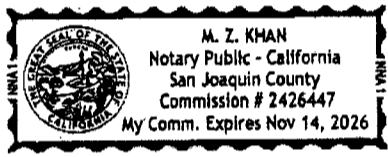


Exhibit A

SHORT FORM SUBCONTRACT AGREEMENT

Agreement No.: 785

THIS AGREEMENT made this 19th day of December 2022, by and between, JD All Service Plumbing, hereinafter called the Subcontractor, and BCC Group, LLC, hereinafter called Contractor.

WITNESSETH: That the Subcontractor and Contractor, in consideration of the mutual promises and undertakings hereinafter contained, agree as follows:

ARTICLE I - GENERAL DESCRIPTION AND CONTRACT DOCUMENTS

The Subcontractor shall perform and furnish all work, labor, services, materials, permits, equipment, tools, supervision and all other things necessary for the completion of the Rough & Finish Plumbing (see Exhibit A), herein called the Work, as shown and described on the Drawings, Specifications, Addenda and other Contract Documents, and as may be otherwise described in Exhibit "A" herein, for and at Water's Edge Resort (hereinafter called the Project), located on premises at 35 East 150 South, Garden City, UT 84028 (hereinafter called the Premises).

The "Contract Documents" include 1) the Subcontract and all incorporated documents 2) all documents which comprise the Contract between the Owner and Contractor, 3) all General Conditions, Supplementary Conditions and other conditions applicable to the Project, 4) the Plans, Drawings and Specifications prepared for the entire Project, of which the Work covered by the Subcontract Agreement is a part, 5) all bulletins and addenda issued in connection with the Project, including any amendments thereto, 6) all standards, requirements or conditions incorporated into the Contract Documents by reference, and 7) any modifications or changes to those documents which may occur during the Project. Additional contract documents (if any) are as follows:

These aforementioned Contract Documents form the Subcontract and are all as fully a part of the Contract as if attached to this Subcontract or repeated herein. The Contract Documents are available for review and copying (subject to Contractor's right to redact certain information unrelated to Subcontractor's work). Subcontractor certifies that it has examined all of the Contract Documents, as defined in the preceding paragraph, prepared for the entire Project that define the Work of this Subcontract. The Subcontractor and its subcontractors and suppliers will be bound by all parts of the Contract Documents insofar as they relate in any way to the Work under this Subcontract. Subcontractor shall be bound to Contractor by the terms of the Contract Documents and shall assume toward Contractor all the obligations and responsibilities that the Contractor, by the Contract Documents, assumes towards the Owner. Subcontractor specifically acknowledges that to the extent that Owner-Contractor Agreement contains a liquidated damages clause, Subcontractor shall be liable to Contractor in an amount not less than the amount contained in the Owner's liquidated damages clause, for delays incurred by the Owner which are attributable in whole or in part to the performance of the Subcontractor or its subcontractors or suppliers.

ARTICLE II - CONTRACT PRICE

In consideration of the **satisfactory** performance by the Subcontractor of all terms, conditions and requirements of this Agreement, Contractor, agrees to pay, out of funds received from the Owner, in current funds, the sum of:

\$471,483.36 (FOUR HUNDRED SEVENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-THREE DOLLARS AND THIRTY-SIX CENTS)

Subject to additions and deduction as provided in this Subcontract Agreement.

This sum (**\$471,483.36**) shall include all Federal, State, County, Municipal and other taxes levied or imposed by law and based upon labor, materials, services, equipment, or other items acquired, performed, furnished, or utilized for or in connection with the Work.

ARTICLE III - PAYMENT FOR THE WORK

Within fifteen (15) days from receipt of this Agreement, Subcontractor shall furnish a detailed Schedule of Values in a form and content acceptable to Contractor, showing a complete breakdown of the Contract Price into its various parts.

Please initial each page:

BCC Group



Subcontractor

Upon approval by Contractor, the schedule shall be utilized for reviewing monthly requisitions and shall be modified as required by changes or adjustments as outlined in this Agreement.

Progress Payments: Subcontractor shall submit to Contractor a fully executed application for payment (see **attached Exhibit 'E' for Sub-Payroll Payment Schedule**), showing the proportional value of the Work completed to that date and installed in accordance with this Agreement. Subcontractor's applications for payment shall be itemized and supported by Subcontractor Schedule of Values. Payment applications shall include payment requests on account of properly authorized Change Orders. When applicable, the Subcontractors applications for payment shall include the applicable lien release (partial lien release in the form provided in Exhibit F or final lien release in the form provided in Exhibit G) for the Subcontractor, and its sub-subcontractors, material suppliers and anyone else that has timely served a Notice to Owner pursuant to the requirements of UCA § 38-1a-401 and-501. Contractor shall pay the amount otherwise due on any complete and accurate payment application no later than seven (7) days after Contractor has received payment from the Owner. Subcontractor understands that payment by the Owner to the Contractor for the Subcontractor's work is an absolute condition precedent to any payment by the Contractor to the Subcontractor. Subcontractor further understands that it assumes all risks associated with non-payment by the Owner. The following items will be deducted from Subcontractors pay application:

1. A reserve of five (5) percent (Retainage),
2. All previous payments,
3. All charges for materials or services furnished by Contractor, to the Subcontractor,
4. Any other monies which Contractor, is entitled to retain pursuant to this Agreement.

The balance of the invoice amount, as approved by Contractor, and for which payment has been received by Contractor from the Owner/Client, will be released upon Owner/Client accepting and receiving the invoiced work and payment received from Owner/Client.

Retainage. Notwithstanding any other provision of this Subcontract Agreement, it is agreed that the Contractor shall retain 5% of the amount due Subcontractor from each progress payment or partial progress payments for Work performed by the Subcontractor until final completion and acceptance of the Subcontractors Work and release of retainage from the Owner.

Final Payment: All conditions of this Subcontract which apply to partial payments shall also apply to final payments. Request for final payment must also be accompanied by written acceptance of Owner, if requested, and an affidavit by Subcontractor that all labor, material and other bills have been paid. Neither partial nor final payment by Contractor shall be construed as acceptance of defective Work or improper materials. It is further understood that receipt of any written guarantees or necessary brochures and data in the required amounts, as built drawings, O&M manuals, and if requested by Contractor in its sole discretion, a consent of Surety with power of attorney from Subcontractor's Surety consenting to final payment, shall be conditions precedent to the making of such final payment by Contractor to Subcontractor. Notwithstanding anything to the contrary appearing herein or in any of the Contract Documents, including but not limited to Owner-Contractor Agreement, the conditions of such Contract (general, supplemental and/or other conditions) either implicitly or explicitly, Subcontractor shall not be entitled to receive any progress payment or final payment prior to Contractor's actual receipt of that payment from Owner. Subcontractor agrees that Contractor's actual receipt of full payment from Owner shall be a condition precedent to the bringing of any action by Subcontractor against Contractor or its Surety, if any, relating to Contractor's failure to make payment. Subcontractor understands that payment by the Owner to the Contractor for the Subcontractor's work is an absolute condition precedent to any payment by the Contractor to the Subcontractor. Subcontractor further understands that it assumes all risks associated with non-payment by the Owner. Subcontractor further agrees that its full performance of this Agreement shall not constitute an exception to the provisions of this paragraph.

The Subcontractor agrees to pay in full for all labor, materials, equipment, supplies, superintendence, insurance, permits, fees, taxes and other items used in, upon or for the Work called for in this Agreement. If the Subcontractor fails to pay any such claims, Contractor may, after seven (7) calendar days written notice to the Subcontractor, pay the same and deduct the amount thereof from any monies due under this Agreement. All payments made to the Subcontractor by Contractor, hereunder shall constitute a trust fund for the benefit of the Subcontractor's creditors on the Work and shall not be diverted by the Subcontractor to any other purpose until all claims referred to herein have been fully paid. If Contractor shall at any time determine that the Subcontractor's financial condition has become unsatisfactory, the Subcontractor shall within five (5) calendar days after receipt from Contractor of written notice to do so, furnish such security as Contractor may require for the purpose of securing performance of this Agreement.

Contractor, in its sole discretion, shall be entitled to set off any monies due and owing by Contractor to Subcontractor under this Subcontract by any other sum owed or alleged to be owed by Subcontractor to Contractor by reason of any

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back-charge, payment to any third party, damage, cost, expense or liability suffered by Contractor under any other contract or agreement between Subcontractor and Contractor, or on account of any other reason whatsoever, including without limitation, any evidence of any claim or lien chargeable to the Subcontractor, for which the Contractor or Owner could become liable on this Project or any other where the Contractor has employed the Subcontractor. Contractor shall have the right to retain out of any payment due or to become due, an amount sufficient to indemnify Contractor against the claim or charge including the cost of defense, including reasonable attorney's fees.

Subcontractor shall provide Contractor seven (7) days advance written notice of any proposed sub-subcontractors and materialmen, and the disclosure shall include copies of any associated contracts, agreements and/or purchase orders. Contractor shall have the sole and exclusive right to reject any proposed Sub-subcontractors.

Contractor reserves the right to issue payment jointly to the Subcontractor and his material suppliers and/or sub-subcontractors, if the Contractor reasonably believes that the Subcontractor has not previously, or will not in the future, make proper payments to its material suppliers or sub-subcontractors.

ARTICLE IV - SPECIFIC SCOPE OF WORK

Subcontractor agrees to commence Subcontractor's Work herein described upon notification by Contractor, and to perform and complete such Work in accordance with the Contract Documents and under the general direction of Contractor. This shall include all work necessary or incidental to complete the work described in Exhibit "A" to this agreement and herein attached.

ARTICLE V - SCHEDULE AND PERFORMANCE OF WORK

Time is of the essence for this Subcontract. In the event that Subcontractor fails to comply or is otherwise unable to complete the Work and/or the time frame of performance and this failure is not corrected within three (3) consecutive days after written notice by Contractor, then without prejudice, Contractor may take over and complete the performance of this Subcontract either in whole or in part; or without taking over the work, Contractor may furnish the necessary materials and/or employ the workers necessary to remedy the situation at the expense of Subcontractor. Subcontractor agrees to pay for any expense, including but not limited to, liquidated damages and/or road-user cost, that Contractor may suffer as a result of Subcontractor's failure through causes within Subcontractor's control to carry out any provisions of this Subcontract, and Contractor may deduct the costs thereof from any estimate otherwise due. Subcontractor shall coordinate its work with all other contractors, sub-subcontractors, and suppliers on the Project so as not to delay or damage the work of others or hinder their performance. Should an extension of time be deemed appropriate by the Contractor, Subcontractor shall only receive such time extension to the extent that the Contractor has first received a like extension from the Owner. Subcontractor agrees that it shall, under no circumstances, be entitled to nor claim any costs, reimbursements or compensation for damages for any delay, obstruction, hindrance, acceleration or interference to the Work except to the extent that Contractor is entitled to corresponding cost reimbursement, compensation or damages from the Owner under the Contract Documents for such delay, obstruction, hindrance, acceleration or interference and then only to the extent of the amount, if any, which Contractor on behalf of Subcontractor, actually receives from the Owner on account of such delay, obstruction, hindrance, acceleration or interference.

Subcontractor recognizes that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation.

Subcontractor shall be liable to Contractor for any and all damages sustained by Contractor due to delays in the prosecution of the Work caused by Subcontractor.


Subcontractor shall coordinate its work with all other contractors, subcontractors, and suppliers on the Project so as not to delay or damage their performance, work, or the Project.

Should Subcontractor be delayed in its Work by any other subcontractor or supplier of Contractor, regardless of tier, then Contractor shall not be liable to Subcontractor for any delays, disruptions, inefficiencies, or damages caused by the other subcontractor, subcontractors, or supplier but rather Subcontractor must make a claim directly against the party causing the delay, disruption, inefficiency, or damages. Should Subcontractor be delayed in its Work by any other subcontractor or supplier of Contractor, regardless of tier, then Contractor shall not be liable to Subcontractor for any delays, disruptions, inefficiencies, or damages caused by the other subcontractor, subcontractors, or supplier but rather Subcontractor must make a claim directly against the party causing the delay, disruption, inefficiency, or damages.

Subcontractor shall supervise its work with a competent representative who will be on the project site during all working hours of subcontractor, and who will be vested with full authority to direct the performance of the work. This

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E 106826 B E13 P 1910

representative must be fluent in the English language and acceptable to Contractor. All instructions or notices to such representatives will be binding on Subcontractor.

Subcontractor shall pay for all permits and governmental fees, licenses, and inspections that may be required for the proper execution and completion of Subcontractor's Work.

All samples and shop drawings which are required to be approved shall be submitted by Subcontractor in the format and quantities requested by Contractor. Subcontractor shall furnish final samples and copies for field use as may be requested by Contractor. Any and all required certificates, tests, test reports, warranties, operation and maintenance manuals, etc., shall be furnished by Subcontractor in the format and quantities required by the Specifications and in accordance with Contractor's requirements.

ARTICLE VI - CHANGES IN THE WORK

Contractor without nullifying this Agreement, may direct Subcontractor in writing to make changes to Subcontractor's Work. Any increase or decrease in the subcontract price and/or time resulting from such changes shall be agreed upon in writing by the parties hereto, such agreement not being valid unless signed by an officer of the Contractor.

Any claim for adjustment of the subcontract price under this Section must be made in writing within ten (10) days from the date such changes are ordered. The Subcontract price shall be equitably adjusted on account of any such changes, subject to any applicable provisions of the contract between the Contractor and Owner. If the adjustment is due to any act, omission or direction of Owner, the Subcontractor agrees to be bound to whatever dispute procedures are contained in the contract between Owner and Contractor. Any claims not timely asserted or not asserted in compliance with this Article will be deemed waived and invalid.

ARTICLE VII - DISPUTES

As a condition precedent to the filing of any suit or other legal proceedings, the Contractor and Subcontractor shall endeavor to resolve claims, disputes, or other matters in question by mediation. The parties shall share equally, the mediator's fee.

WAIVER OF JURY TRIAL. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS SUBCONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SUBCONTRACTOR AND ITS SURETY EXPRESSLY WAIVE ALL RIGHT TO TRIAL BY JURY REGARDING ANY SUCH MATTER. SUBCONTRACTOR AGREES THAT CONTRACTOR'S SURETY IS AN INTENDED THIRD-PARTY BENEFICIARY OF THIS WAIVER OF JURY TRIAL PROVISION AND THAT ANY ACTION BROUGHT AGAINST CONTRACTOR'S BONDING COMPANY OR ANY BOND POSTED BY CONTRACTOR ON THIS PROJECT IS SUBJECT TO THIS WAIVER OF JURY TRIAL PROVISION.

The prevailing party to any litigation, including bankruptcy litigation and appeals, as determined by the court, shall be entitled to an award of reasonable attorney's fees and cost from the non-prevailing party.

Governing Law, Jurisdiction, and Venue. Any legal suit, action, or proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be instituted in the courts of the State of Utah in each case located in the County where the Project is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Subcontractor irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. This Agreement shall be governed by the laws of the State of Utah.

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19
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ARTICLE VIII – INSURANCE & BONDS

Prior to commencement of any Work under this Agreement and until completion and final acceptance of the Work, the Subcontractor shall, at its sole expense, obtain and maintain the following insurance in its behalf, and furnish to the Owner and the Contractor, certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

- A. Workers' Compensation Insurance. Workers' Compensation and Occupational Disease Insurance in accordance with the applicable law or laws and Employer's Liability Insurance. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability Insurance. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than one million (\$1,000,000) dollars per occurrence and not less than \$2,000,000.00 general aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 1. Broad Form Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts Documents
 2. Completed Operations/Products Liability
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of the Owner and the Contractor, and their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributory basis.
 7. Coverage is to be endorsed to reflect that the Subcontractor's insurance is to be primary with respect to any other collectible insurance, for the Owner, Contractor and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of Florida (*and the state in which the project is located*) or otherwise acceptable to the Contractor.
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon request of Contractor. Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.
- C. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least one million (\$1,000,000) dollars. Endorsements must be furnished reflecting the inclusion of the interests of the Owner and the Contractor, and their respective officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and noncontributory basis.
- I. No Limitation of Liability. The amount of insurance contained in the aforementioned insurance coverage shall not be construed to be a limitation of the liability of the part of the Subcontractor or any of its subcontractors or suppliers.
- II. Certificates of Insurance. The Subcontractor shall file certificates of insurance prior to the commencement of Work with the Owner and the General Contractor which shall be subject to Owner and Contractor approval of the adequacy of coverage and protection and the satisfactory character of the Insurer. Written proof of compliance with this Article from one or more Insurance Carriers to the Contractor shall be furnished before any work is performed and before any draw payment or partial payment is paid. Failure to provide said certificates and proof of the required insurance shall constitute a material breach of this Agreement.
- III. Subcontractor's Additional Insurance. Any type of insurance or any increase of limits of liability not described above which the Subcontractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- IV. Subcontractor's Responsibility. The carrying of the insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility of liability under this agreement.
- V. Rented or Owned Equipment. Any policies effected by the Subcontractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and the Contractor and all other indemnities named in the contract.

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- VI. Insurance Requirements for Sub-Subcontractors and Others. Should the Subcontractor engage one or more sub-subcontractors the same insurance conditions as set forth in this Article shall apply under this Agreement to each such sub-subcontractor, or such greater coverage and/or policy limits as may be required by the Subcontractor.
- VII. The Contractor and Owner shall be named as additional insured on each of these insurance policies except for Worker's Compensation, proof of which shall be provided to the Contractor before work commences by the Subcontractor.
- VIII. Subcontractor shall furnish copies of the actual policies of insurance along with Certificates of Insurance prior to the start of any Work. Each insurance policy and certificate thereof obtained by Subcontractor shall contain a clause that unequivocally obligates the insurer to provide the Contractor and Owner not less than 30 days prior written notice before any cancellation or change in status is made effective. Policy numbers and expiration dates must appear on the certificates. Upon expiration, replacement certificates must be issued promptly. Copies of the actual policies of insurance shall be provided by Subcontractor at the request of Contractor at any time.
- IX. This contract will request a Payment and Performance Bond to be issued for the full value of the contract amount to BCC Group LLC. Cost of P&P Bond is the sole responsibility of the subcontractor.

ARTICLE IX – INDEMNIFICATION

Subcontractor hereby agrees to, and shall, indemnify, defend (with counsel reasonably satisfactory to Contractor) and save harmless Contractor, and all of its officers, directors, license holders, agents and employees, and each of them (hereafter jointly and severally referred to herein as the "Indemnified Parties" and individually "Indemnified Party") from and against any and all suits, actions, legal or administrative proceedings, claims, debts, demands, losses, damages, liabilities, delays, liens, judgments, interest, fines, penalties, attorneys fees, costs and expenses of whatever kind or nature in any way resulting from and/or arising out of this Agreement, the Work and/or its performance and caused in whole or in part by any act, omission, negligence and/or default of the subcontractor and/or anyone acting under its direction, control or in its behalf, or for which it is legally responsible, in connection with, arising out of, and/or incident to the Work. If Utah Code § 13-8-1 is applicable to this paragraph, then this paragraph shall be construed to comply with that statute, and any and all applicable limitations and/or restrictions set forth in that statute are incorporated herein by reference. If a monetary limitation on indemnification is required by law, the limitation shall be Two Million Dollars (\$2,000,000.00) per occurrence, which sum, it is agreed, bears a reasonable commercial relationship to this Agreement. If a court determines that such monetary limitation does not bear a reasonable commercial relationship to this Agreement, then this paragraph shall not be void or unenforceable, but instead, the parties hereto agree that the court may establish a monetary limitation that bears a reasonable commercial relationship to this agreement. The Subcontractor agrees and acknowledges that this indemnity obligation is part of the Project Specifications or bid documents, if any. The Subcontractor's obligation to provide a defense for an Indemnified Party shall arise regardless of the merits of the matter and shall continue until a final determination of fault is made. An Indemnified Party shall be entitled to recover actual reasonable attorney's fees and reasonable court costs and all other costs, expenses and liabilities incurred and/or suffered by an Indemnified Party in an action brought to enforce all or any part of this paragraph. The Subcontractor's obligations under this paragraph shall in no way limit Contractor, other rights and remedies under this Agreement. Notwithstanding the foregoing, Subcontractor's indemnity obligations shall not include claims of, or damages from gross negligence or willful wanton or intentional misconduct of any Indemnified Party or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Subcontractor or any of the Subcontractor's contractors, sub-subcontractors, sub-sub-contractors, material men or agents of any tier or their respective employees.

ARTICLE X - ASSIGNMENT AND SUBLETTING

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 Contractor. 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 Contractor's 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 and equally responsible and liable for any defaults, neglects, acts and omissions of its assignees and subcontractors and all persons directly or indirectly employed by its assignees and those of its own officers, agents, servants and employees. The Subcontractor agrees to bind each of its subcontractors to all of the items, provisions and covenants of this Agreement and the other Contract Documents with respect to the sublet Work. Contractor's consent to any subletting will not be deemed to create any contractual relationship between Contractor, 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 Contractor.

Please initial each page:

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ARTICLE XI - WARRANTY

Subcontractor warrants its work against all deficiencies and defects in materials and/or workmanship and agrees to satisfy same without cost to Owner or Contractor for a period of one (1) year from the date of Substantial Completion of the Project or per Contract Documents, whichever is longer.

ARTICLE XII - SPECIAL PROVISIONS

- A. Work under this Agreement shall be coded to the Contractor cost codes. Enter this code on all invoices and/or payment applications as follows:

Job Number: (290)

Exhibits included in this agreement:

Exhibit "A" Scope of Work & General Requirements

Exhibit "B" Cost Code Breakdown & Schedule of Values

Exhibit "C" Sub Notice

Exhibit "D" Safety Vest Program

Exhibit "E" Sub-payroll Payment

Exhibit "F" Partial Release

Exhibit "G" Final Release

ARTICLE XIII - TERMINATION

Termination for Default. If the Subcontractor fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise fails to perform in accordance with this Agreement (including voluntary termination) and fails within 48 hours after written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, and without prejudice to any other remedy the Contractor may have, terminate the Subcontract without supplying any further written notice. In the event of such termination, no further payment shall be made by Contractor to Subcontractor. The Contractor may continue and finish the Subcontractor's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract amount exceeds the expense of finishing the Subcontractor's Work, such excess shall be paid to the Subcontractor, but if such expense exceeds such unpaid balance, the Subcontractor shall be liable for the difference to the Contractor. The expense of completing the Subcontractor's Work will include the Contractor's actual costs, plus overhead and profit of 15%, as well as any attorney fees and costs incurred by Contractor as a result of Subcontractor's default and termination. Subcontractor waives any claim to consequential damages.

Termination for Convenience. Contractor in its sole discretion may for any reason whatsoever refuse to allow the Subcontractor to commence all or any portion of the Work. Contractor may terminate this Subcontract at any time for any reason whatsoever or no reason by providing the Subcontractor with 48 hours' notice. Upon receipt of the termination notice, Subcontractor shall immediately stop performance of the Work, place no further orders, enter into no additional sub-subcontracts or agreements for materials, labor, or facilities related to the Work, and do only what is necessary or requested by Contractor to protect the existing Work. The Subcontractor's sole remedy shall be payment for Work properly performed prior to the effective date of termination along with reasonable demobilization costs incurred as a direct result of the termination. Within 30 days of the effective date of termination, Subcontractor shall submit a final pay application for work completed through the effective date of termination, which shall include a detailed invoice to Contractor that itemizes each and every claimed demobilization cost that resulted directly from the termination. If the invoice is not timely submitted, Subcontractor will be deemed to have waived the right to recover demobilization costs. In no event will Subcontractor be entitled to compensation for any lost profits or consequential damages. In the event any termination of the Subcontractor for default under the Subcontract is later determined to have been improper, the termination shall be deemed a termination for convenience, and the Subcontractor shall be limited in its recovery to the compensation provided for in this subparagraph. However, if the reason for termination and cancellation of this Subcontract is due to any default or action by the Owner, Architect/Engineer or as a result of Court Order or public authority, then the Contractor shall not be liable to the Subcontractor for any sum greater than that which the Contractor receives from the Owner on behalf of the Subcontractor's performance, less any costs incurred by the Contractor.

If Subcontractor is terminated, Contractor may require Subcontractor to immediately assign some or all of Subcontractor's subcontracts, building materials, rented tools, appliances, and any other agreements or commitment that Contractor determines to be necessary for the completion of the Work. Subcontractor shall promptly execute the written assignments.

Please initial each page:

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19
E 106826 B E13 P 1914

ARTICLE XIV – MISCELLANEOUS

Notices. All notices which may be required or permitted under this Subcontract shall be in writing and shall be served via hand delivery or by U.S. Certified Mail Return Receipt Requested to persons and addresses identified below. The notice shall be deemed served as of (1) the date said notice was delivered by hand to the intended recipient, or (2) five (5) days after the date the notice was deposited in the U.S. Mail to the address of the recipient.

(a) Notices to Contractor:

Via U.S. Certified Mail Return Receipt Requested to: <p align="center"> BCC Group LLC (c/o BCC Construction) 1991 Industrial Drive DeLand, FL 32724 Attn: Project Administrator </p>	Via Hand Delivery to: <p align="center"> BCC Group LLC (c/o BCC Construction) 1991 Industrial Drive DeLand, FL 32724 </p>
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(b) Notices to Subcontractor:

Via U.S. Certified Mail Return Receipt Requested to: <p align="center"> <i>JD All Service Plumbing</i> <i>6081w 9860s suite E</i> <i>West Jordan, ut 84081</i> </p>	Via Hand Delivery to: <hr/> <hr/> <hr/>
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Entire Agreement. This Subcontract represents the entire agreement between the Subcontractor and Contractor, and it supersedes all prior, representations, understandings, statements, and negotiations by the Contractor or Owner and their employees. This Agreement may only be amended, modified, or supplemented by a writing or change order signed by the Contractor.

IN WITNESS WHEREOF, the parties to these presents have set their hands on the day and year stated above.

"Subcontractor" Sign: <u><i>J Delfoe</i></u> Print: <u>Jason Delfoe</u> As its: _____	"Contractor" Sign: _____ Print: _____ As its: _____
--	--

Please initial each page:

Subcontractor Is:

_____ A Corporation organized under the laws of the State of Utah.

_____ A Partnership, consisting of _____ partners.

An Individual

Subcontractor's License No. 9562511-5501 Jurisdiction Utah

Subcontractor's State Sales Tax Registration No. 47-5170832

Subcontractor's State Unemployment Insurance No. _____

Please initial each page:

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EXHIBIT "A"

Scope Of Work

Cost Code: 15100.000

Work included under this contract agreement shall include, but not be limited to, all necessary supervision, labor, equipment, safety equipment, freight and mobilization costs, labor burdens, sales and use taxes and other incidentals necessary for the completion of all Rough and Finish Plumbing by the Subcontractor in strict accordance with this Subcontractor Agreement and all related documents contained herein. All work must be completed in a manner which is acceptable to the Owner, Contractor, AHJ, and/or any governmental agencies having jurisdiction over this work or this project. Subcontractor acknowledges they are responsible for all material shortages and/or overruns. BCC Construction accepts no responsibility for supplying additional material, any receiving, inventory, storage, or handling of any material required for this Scope of Work. Without limiting anything contained within this Subcontractor Agreement, the following is a specific listing of scope items to be included, but not necessarily limited to:

Specific

1. Subcontractor coordinate with the GC project management team on timetables to go on site.
2. Subcontractor shall install all products in line with manufacture specifications.
3. Subcontractor shall provide a complete close-out package with all photos dated and annotated, within 30 calendar days of contract ending. Photos shall be provided in an electronic format, as a download and as a report attached to the contract drawings provided to the subcontractor for use on this project.
4. The proposal provided by **JD All Service Plumbing**, dated 11/10/2022, herein referred to as "**Exhibit A-Part 2**", shall act as additional scope of work and does not supersede the scope of work defined in the BCC subcontract agreement.
5. Rough in plumbing on **Phase 1** will begin by **12/26/2022** and completed no later than **03/10/2023**. Any areas not passed by the local jurisdiction inspections will have to be addressed immediately after the inspection report or direction given from the Inspector.
6. Finish plumbing/trim out will be coordinated with BCC following the 4-way inspection of each building.
7. **JD All Service Plumbing** is to provide all rough-in plumbing material for **Phase 1**. This is to be included with the estimate dated 11/10/2022.

Additional Provisions:

Quality control:

BCC Group LLC will be monitoring the construction process for both compliance with the Contract Documents and good industry practices.


- Any need for 110 Volt Power is to be supplied by the subcontractor.

Protection of material and equipment:

1. Care should be taken to protect the walls of the building and the surrounding grounds from damage.
2. All materials shall be in original unopened containers, with labels intact and legible, and in sufficient quantity to allow for continuity of the work.

Please initial each page:

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