

**ADDENDUM TO GENERAL CONDITIONS OF
THE AGREEMENT FOR CONSTRUCTION**

This Addendum to the General Conditions for Construction (the "Addendum") hereby replaces the paragraphs of the Publix Super Markets, Inc. General Conditions of the Agreement for Construction (the "General Conditions") specified herein and shall be construed as a part of the General Conditions. To the extent that any conflict exists between the provisions of this Addendum and the General Conditions, this Addendum shall prevail.

The General Conditions are hereby modified as follows:

1. In Paragraph **1.1.3**, delete the phrase, "State of Florida," and replace it with the phrase, "State of Georgia."
2. In Paragraph **1.1.4**, delete the word, "Florida," and replace it with the word, "Georgia."
3. In Paragraph **1.1.8**, delete the phrase, "State of Florida," and replace it with the phrase, "State of Georgia."
4. Paragraphs 2.2.1 and 2.2.2 are deleted and are replaced by the following:
 - 2.2.1.** Contractor shall prepare the Notice of Commencement ("NOC") for the Project in compliance with Ga. Code § 44-14-361.5(c) (for projects on which no payment bond is provided), or in compliance with Ga. Code § 10-7-31(b) (for projects on which a payment bond is provided).
 - 2.2.2.** Contractor shall file the Notice of Commencement with the Clerk of Superior Court for the county in which the Project is located no later than fourteen (14) days after physically commencing the Work at the Project Site. At the same time, Contractor shall post the NOC at the Project Site in a conspicuous, dry place safe from all weather elements. Contractor shall provide a copy of the 'stamped-filed' NOC within three (3) days of filing the NOC with the Clerk of Superior Court.
 - 2.2.3.** On receipt of any request from a Subcontractor, sub-subcontractor, supplier, or other person or entity providing materials, labor, or equipment to the Project Site, Contractor shall provide a copy of the NOC to such requesting party, copied to Owner, no later than ten (10) calendar days after receipt of the request. Contractor shall provide Owner with copies of all requests for the NOC received from any party so requesting the NOC.
5. Paragraph 8.2.2.4 is deleted and is replaced by the following language:
 - 8.2.2.4.** A partial waiver and release of lien, drafted in accordance with Ga. Code § 44-14-366(c), from each and every Subcontractor, sub-subcontractor, and material supplier who has furnished labor, services, or materials to the Project or has otherwise requested payment from Contractor during the month in the same form as is attached hereto as Exhibit D.

6. Paragraph 8.5.1 is deleted and is replaced by the following language:

8.5.1. During the performance of the work and for a period of 135 days after Final Completion of the Work, Contractor shall keep the Project and the lands upon which it is situated free from all construction and other liens by reason of the Work or any labor, materials, services, or other things used therein. In the event a claim of lien is recorded against the Project and within fourteen days after the date that Contractor is notified of such claim of lien, Contractor shall remove the Lien by transferring the Lien to a security or otherwise pursuant to the terms of Ga. Code § 44-14-364. Contractor shall bear all costs for all such bonds required to remove Liens from the Project and the lands on which it is situated. If Contractor fails to comply with the foregoing, Owner may, without limiting its remedies, retain sufficient funds to pay the same and all costs incurred by reason thereof. Contractor shall pay all reasonable attorneys' fees and expenses incurred as necessary to release or transfer said Liens. In the event Owner must discharge or remove a Lien that is recorded after the date of Final Completion but before 135 days thereafter, Contractor shall reimburse Owner for all such costs in accordance with this paragraph. To the fullest extent permitted by Applicable Laws, Contractor will indemnify, defend and hold Owner harmless from all claims, losses, demands, or causes of action of whatever nature arising out of any such Lien.

7. Paragraph 9.2.2.10 is deleted and is replaced by the following language:

10. Contractor's Final Affidavit in the form provided and attached hereto as Exhibit C.

8. Paragraph 9.2.2.11 is deleted and is replaced by the following language:

11. A final unconditional waiver and release of lien in the same form as is attached hereto as Exhibit E from each Subcontractor, each sub-subcontractor, material supplier, equipment supplier, and laborer who has served a notice to owner or otherwise established potential lien rights against the Project or a potential claim against Owner or Project in the amount for which each has requested payment from Contractor for any labor, materials, or services furnished to the Project.

9. Paragraph 14.1.3 is deleted and is replaced by the following language:

14.1.3. Contractor shall furnish a copy of the Payment and Performance Bonds to any requesting party appearing to be a potential beneficiary under the bond.

10. Paragraph 14.2.1 is deleted and is replaced by the following language:

14.2.1. The Payment and Performance bonds shall (1) be furnished by the contractor in at least the amount of the original contract price before commencing the Work; (2) be written by surety licensed in the State of Georgia with a Best's rating of A/XII or better; (3) contain a multiple obligee rider; (4) stipulate that no modification or waiver of the terms of the Agreement or the Contract Documents by either Owner

or Contractor will in any manner discharge or limit any surety liability; (5) provide for payment of liquidated damages and payment of the cost for the recovery of delay to the Project; (6) name Owner and Owner's construction lender, if applicable, as an additional obligee on these bonds; and (7) remain in effect for a period not less than two (2) years following the date of Substantial Completion or the date on which payment of any disputed amount is resolved, whichever is later.

11. Paragraph 16.1.1 is deleted and is replaced by the following language:

16.1.1. To the fullest extent permissible by Applicable Laws, Contractor shall indemnify, defend, and hold harmless Owner and Architect, and all of their officers, members, managers, agents, and employees from all claims, losses, damage, costs, charges, or expenses including, but not limited to reasonable attorneys' fees, cause in whole or in part by any act, including those of strict liability, omission, or default of Contractor, its agents, employees, or subcontractors arising out of the performance or failure to perform the work on this Project. Contractor's obligation to indemnify, defend, and hold harmless Owner shall also include such occurrences where such claim, loss, damage, cost, charges, expense or attorneys' fees may be caused in part by Owner. Contractor's obligation to indemnify, defend and hold harmless Owner shall not extend to any claim for bodily injury to persons or damage to property caused by or resulting from the sole negligence, sole gross negligence, or willful, wanton, or intentional misconduct of the Owner or its agents or employees, nor shall the indemnification cover statutory violations or punitive damages, in accordance with Ga. Code § 13-8-2(b).

12. On Exhibit A, delete "§ 713.20, *Fla. Stat.*" in the title of the Exhibit.

13. On Exhibit B, delete "§ 713.20, *Fla. Stat.*" in the title of the Exhibit.

**EXHIBIT C
CONTRACTOR'S FINAL AFFIDAVIT**

STATE OF GEORGIA
COUNTY OF _____

BEFORE ME, an officer duly authorized in the State of Georgia to administer oaths personally appeared _____, who, after having first been duly sworn, deposes and states as follows:

1. The undersigned deponent, _____, is the _____ (title) of _____ (Contractor), which does business in the State of Georgia.

2. Contractor, pursuant to a contract dated _____, 20____, with _____ ("Owner") has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements as more particularly set forth in said contract and on premises more particularly described below:

(insert description of the property on which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number or the street address of the project)

3. This affidavit is executed by the Contractor in accordance with the Contract and Ga. Code § 44-14-361.2 for the purpose of obtaining final payment from the Owner in the amount of \$_____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE</u>
_____	_____
_____	_____
_____	_____

Given under hand and seal this _____ day of _____, 20_____.

[SEAL]

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

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT D

INTERIM WAIVER AND RELEASE UPON PAYMENT

STATE OF GEORGIA

COUNTY OF _____

The undersigned mechanic and/or materialman, _____, has been employment by _____ (insert name of contractor) to furnish _____ (describe materials and/or labor provided) for the construction of improvements known as _____ (title of the Project) which is located in the City of _____, County of _____, and is owned by _____ and is more particularly described as follows:

(insert description of the property on which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number or the street address of the project)

Upon the receipt of the sum of \$ _____, the mechanic and/or materialman waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of _____ and excepting those rights and liens that the mechanic and/or materialman might have in any retained amounts, on account of labor or materials or both, furnished by the undersigned to or on account of said contractor for said building or premises.

Given under hand and seal this _____ day of _____, 20____.

[SEAL]

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

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT E

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

STATE OF GEORGIA

COUNTY OF _____

The undersigned mechanic and/or materialman, _____ has been employed by _____ (name of contractor) to furnish _____ (describe materials and/or labor) for the construction of improvements known as _____ (title of the Project) which is located in the City of _____, County of _____, and is owned by _____ and is more particularly described below:

(insert description of the property on which the improvements were made by using either a metes and bounds description, the land lot district, block and lot number or the street address of the project)

Upon the receipt of the sum of \$_____, the mechanic and/or materialman waives and releases any and all liens or claims of lien or any right against any labor and/or material bond it has upon the foregoing described property.

Given under hand and seal this _____ day of _____, 20_____.

[SEAL]

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

NOTARY PUBLIC
My Commission Expires: _____