

Exhibit C

4/4/2025 5:04 PM

Expense Distribution

Job=200-120-1 AND Post Month mm/yy=01/2000-02/2025 AND Include JE/JCA=Yes

Job Code - Name							
Category Code - Name				Invoice			
Cost Code	Vendor Code - Name	Invoice #	Date	Period	Amount	Remarks	Ref Number
200-120-1 - HTG US Retail, LLC							
1212-47 - Professional Opinions							
	v0002256 - Jones Lang LaSalle Americas, Inc.	RT00000703535001	2/1/2024	02-2024	20,000.00	Barry University-Consulting Fee-Retainer-Commission Calcu	1
	v0002497 - Cresa, LLC	Barry University	5/31/2024	09-2024	20,000.00	Barry University Sub-sub lease-Brokerage Commission	2
Total 1212-47 - Professional Opinions					40,000.00		
1231-56 - ARCH Design - DEV Design							
	Contract	83,500.00					
	ASR#1	4,800.00					
	v0001805 - Kaller Architecture	15929	7/21/2022		22,875.00		4
	v0001805 - Kaller Architecture	15650	5/18/2023		40,000.00		5
	v0001805 - Kaller Architecture	16564	12/2/2024	01-2025	10,750.00	HTG US Retail, LLC-Architectural Serv.-Permit and, Constru	6
	v0001805 - Kaller Architecture	16031	9/11/2023	09-2023	6,875.00	HTG US Retail, LLC-100% Completion of Construction Docu	7
	v0001805 - Kaller Architecture	16299	5/3/2024	05-2024	2,400.00	US Retail-Architectural Services-ASR #1 Deposit	8
	v0001805 - Kaller Architecture	16355	6/9/2024	07-2024	2,400.00	HTG US Retail, LLC-Architectural Services-Completion of AS	9
	v0001805 - Kaller Architecture	not billed or performed			3,000.00	3 last months of construction supervision	
Total 1231-56 - ARCH Design - DEV Design					88,300.00		
1233-38 - Muni Fees - Zoning, Site Plan, & Platting Fees							
	v0000200 - Builders Choice Permitting, Inc.	1972	1/15/2024	01-2024	1,500.00	HTG US Retail-Processing B23-107178 1st submittal	10
	v0000200 - Builders Choice Permitting, Inc.	2116	12/18/2024		2,100.00		11
Total 1233-38 - Muni Fees - Zoning, Site Plan, & Platting Fees					3,600.00		
1233-90 - Delivery Charges/Copying							
	v0000304 - FedEx	8-736-51029	1/10/2025	01-2025	24.10	FEDEX-US Retail	12
	v0000304 - FedEx	8-299-03794	10/27/2023	11-2023	24.68	Account # 6399-3831-0	13
	v0000304 - FedEx	8-439-88432	3/15/2024	04-2024	21.77	Account Number 6399-3831-0	14
Total 1233-90 - Delivery Charges/Copying					70.55		
Insurance - Builder's Risk							
	not billed				12,526.00		
1251-43 - Organizational Costs							
	v0001879 - First Coast Corporate Services, LLC	100989	4/12/2024	04-2024	203.75	HTG US RETAIL, LLC Annual Report Management Service S	16
Total 1251-43 - Organizational Costs					203.75		
1270-65 - Permits							
			12/1/2024	12-2024	14,832.79	Reclass to HTG US Retail, LLC - Master Permit B23-107178	17
			2/28/2025		740.00		
Total 1270-65 - Permits					15,572.79		
General Contractor-External							
	ANF Group, Inc. (v0001992)	012-PayApp1-013125	1/31/2025		248,656.92		18
	ANF Group, Inc. (v0001992)	not billed or performed			1,362,018.92		
					1,610,675.84		

Expense Distribution

Job=200-120-1 AND Post Month mm/yy=01/2000-02/2025 AND Include JE/JCA=Yes

Job Code - Name		Invoice	
Category Code - Name			
Total 200-120-1	- HTG US Retail, LLC	Total Cost Barry Build-Out	1,770,948.93
		City Capitalized Lease Payment	1,600,000.00
		City's Payment back of ANF donation	120,000.00
		Total Sources from City/ANF	1,720,000.00
		HTG Out-of-Pocket	(50,948.93)
Total Soft Cost (not including construction cost)			119,998.79



INVOICE

Bill-To-Address:	Housing Trust Group, LLC	Invoice #:	RT00000703535001
	Attention To: Rodrigo Paredes rodrigop@htgf.com		<i>Please reference this number on payment</i>
		Invoice Date:	02/01/2024
		Invoice Due Date:	03/16/2024
		Tenant:	Barry University
		Deal Name:	Barry University - Consulting Fee

Commencement Date: 01/01/2024
Type: Retainer

Commission Calculations:

Total Commission:	\$20,000.00
Total Amount Due:	\$20,000.00
Due this Invoice: 100.00%	\$20,000.00
Total Amount Due this Invoice:	\$20,000.00

Please Return This Coupon With Your Remittance

First class - postal mail should be directed as follows:

Jones Lang LaSalle Americas, Inc.
P.O. Box 71700
Chicago, IL 60694-3845

JLL Contact:

Jessica.Romeu
Jessica.Romeu@jll.com

Overnight - UPS packages should be directed as follows:

Xerox c/o BMO Harris
LBX 71700
141 W. Jackson Blvd
Chicago, IL 60604

Invoice #: RT00000703535001

EFT - Wire payments should be directed as follows:

Jones Lang LaSalle Americas, Inc.
Tax ID # 36-4160760

ABA Routing Code: 071-000-288

Account Number: 320-510-1

Name of Bank: BMO Harris Bank N.A.
111 West Monroe Street
Chicago, IL 60603



INVOICE

Cresa, LLC

1 SE 3rd Avenue, Suite 1980
Miami, FL 33131
Phone: 305.697.9793
Email: ksarkisian@cresa.com

INVOICE #: Barry University
DATE: 05/31/2024
TERM: DUE UPON RECEIPT
ATTENTION: HTG US Retail, LLC
Rodrigo Paredes

Bill To:
HTG US Retail, LLC
3225 Avation Avenue, 6th Floor
Miami, FL 33133
ATTN: Rodrigo Paredes

DESCRIPTION / MEMO	AMOUNT
Barry University sub-sublease University Station 421 N. 21st Ave., Hollywood, FL 33020 Brokerage Commission	\$20,000.00 USD
COMMISSION DUE:	\$20,000.00 USD

TOTAL DUE: \$20,000.00 USD

AMOUNT ENCLOSED:

REMIT **Cresa, LLC**
TO: 1 SE 3rd Avenue, Suite 1980
Miami, FL 33131

Bill To:

HTG US Retail, LLC
3225 Avation Avenue, 6th Floor
Miami, FL 33133
ATTN: Rodrigo Paredes

Wire Instructions:

Bank: Bank of America
Routing number ACH/EFT: 071000039
Routing number DOM. WIRES: 026009593
SWIFT Code INTL WIRES: BOFAUS3N (BOFAUS6S if incoming wire is
in foreign currency)
Account#: 8670817560

Builders Choice Permitting Inc.
12102 60TH ST N
WEST PALM BEACH, FL 33411

BARRY UNIVERSITY

Ship to
HTG US RETAIL, LLC

Invoice no.: 1972
Terms: Net 30
Invoice date: 01/15/2024
Due date: 02/14/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		BARRY UNIVERSITY-B23-107178				\$0.00
2.		Services		1	\$1,500.00	\$1,500.00
		PROCESSING B23-107178				
		TOTAL DUE: \$3000				
		1ST SUBMITTAL: \$1500.00 (THIS INVOICE-1972)				
		APPROVAL: \$1500.00				
		Total				\$1,500.00

INVOICE

Builders Choice Permitting Inc.
12102 60th St
West Palm Beach, FL 33411

yvette@pbtaxes.com

BARRY UNIVERSITY
Bill to
HTG US RETAIL, LLC

Ship to
HTG US RETAIL, LLC

Invoice details

Invoice no.: 2116
Terms: Net 30
Invoice date: 12/18/2024
Due date: 01/17/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.			BARRY UNIVERSITY-B23-107178			
2.		Services	PROCESSING B23-107178 TOTAL DUE: \$3000 1ST SUBMITTAL: \$1500 (PAID (INVOICE 1972) APPROVAL: \$1500 (THIS INVOICE)- ISSUED 11-25-24	1	\$1,500.00	\$1,500.00
3.		Services	12-6-24-Submitted Electrical Plans Documents: Barry University-B23- 107178-Missing Docs 1. Transmittal 2. Fire Expedited Request Form Plans 1. Electrical- E3, E4 2. Fire Protection-LP-1, LP-2	1	\$300.00	\$300.00
4.		Services	12-13-24-Submitted Fire Documents Documents: Barry University-Fire Corrections for CA comment 1. Transmittal 2. Fire Alarm Comment/Response 3. Fire Sprinkler Comment/Response 4. Fire Expedited Request	1	\$300.00	\$300.00
Total						\$2,100.00

Process #:	Permit #: B23-107178	Master Permit: B23-107178
Status: READY		
List All Subpermits		

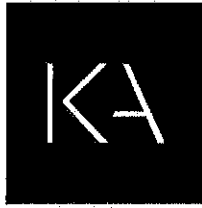
Site Information	
Address: 309 N 21 AV	Folio#: 514215030010
Sub-division:	Value: \$200,000.00
Lot:	Sq Ft: 0

Permit Information	
Application Type: ALT- INTERIOR COMMERCIAL - INTERIOR BUILD OUT	Application Date: 10/30/2023
Job Name: BARRY UNIVERSITY	Permit Date:
Film Number:	CO/CC Date: N/A
	Total Fees: \$14,832.79
	Recorded Payments: \$0.00
	Balance: \$14,832.79 Pay Now

Applicant / Contact Information
Name: ANF GROUP INC
Address: 2700 DAVIE RD DAVIE, FL

Property Owner Information
Name:
Address:

Contractor Information
Name: ANF GROUP INC (Permits + Details)
Address: 2700 DAVIE RD DAVIE, FL



KallerArchitecture

ARCHITECTURE SERVICES PROPOSAL & AGREEMENT

April 19, 2024
HTG
Mr. Ariel Fraynd
3225 Aviation Ave
Suite 602
Coconut Grove, FL 33133

1. OVERVIEW

- A. Additional Services #1 - Concrete Slab Design and Parking Office
- B. Barry University Interior Buildout

1.1.SCOPE OF WORK:

- A. Incorporating new floor plan, life safety and architecture related items for new parking office and ground floor slab.

1.2. ☒ **Architectural Services** shall consist of the following:

- ☒ Floor Plans
- ☒ Reflected Ceiling Plans
- ☒ Life Safety Plans
- ☒ Plumbing Fixture Calculations
- ☒ Coordination with Structural and MEP Engineers

Architectural Exclusions:

- Architectural services associated with the City and County Site Plan Approval Process and Construction Administration (Refer to Section 5)
- Artist Rendering Views, 3D Models and Colored Elevations
- As Built Drawings

If needed, the above-mentioned exclusions will be completed under a separate agreement or billed hourly as per Section 5.

1.3. **MEP Engineering Services** shall not be included in the subject scope of work.

1.4. ☒ **Structural Engineering Services** shall consist of the following:

- ☒ Floor Framing Plan for New Slab
- ☒ Structural Details for New Slab

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Barry University ASR #1

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☒ Specifications for New Slab (Short Version on Working Drawings)

Structural Engineering Exclusions:

- Inspections
- Special or Structural Threshold Inspector
- Construction Administration (Refer to Section 5)
- As Built Drawings

If needed, the above-mentioned exclusions will be completed under a separate agreement or billed hourly as per Section 5.

1.5. Civil Engineering Services shall not be included in the subject scope of work.

1.6. Landscape Architecture Services shall not be included in the subject scope of work.

4. COMPENSATION & PAYMENT SCHEDULE

The Client shall compensate Kaller Architecture for the total scope listed in the Basic Services in Section 2 at a lump sum fee of Four Thousand Eight Hundred Dollars and no cents (\$4,800.00). If the Project is abandoned, the Client shall pay the Architectural Fees up to then current, prorated status of the project plus all outstanding and pending reimbursable expenses associated with the Project. The payment schedule breakdown as follows:

Schedule	When Due	Payment
Phase 1 – Feasibility Study & Schematic Design		
Initial Deposit	Client Direction to of Construction Documents	\$2,400
100% Completion	100% Completion of Construction Documents	\$2,400
Combined Total		\$4,800

5. ADDITIONAL SERVICES

5.1. The Architect's "Additional Services" is any additional time, changes or expenses incurred by the Architect and/or the Consultants which are in addition to the Basic Services listed in Section 2. Additional Services includes but is not limited to changes to the Schematic Design, Site Plan Approval

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Coconut Grove, FL 33133

Barry University ASR #1

Process, Construction Documents or Field Conditions and are NOT included in the Basic Services. Additional Services shall be provided at an hourly basis on the schedule as set forth in the following line.

6. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for Basic Services and include actual expenditures made by Kaller Architecture in the interest of the Project, including, but not limited to, expenses for reproductions, postage and handling of drawings, couriers, long distance communications and fees paid to authorities having jurisdiction over the Project, and fees for additional consultants that may be required by the City or County with prior written approval of the Client. Reimbursable expenses will be billed at a premium to the cost of the expense incurred by Kaller Architecture.

7. ARCHITECT'S RESPONSIBILITIES

7.1. The Architect shall coordinate the Schematic Design Documents with the Consultants and shall provide information to the Engineers as necessary.

7.2. The Architect shall review the Schematic Design Documents and shall sign and seal the Architectural Schematic Design Documents.

7.3. The Lump Sum Fee is based on the preparation of a single set of Schematic Design Documents. Multiple sets of Schematic Design Documents with separate designs are NOT included as Part of the Architect's "Basic Services" and shall be considered as "Additional Services."

8. CLIENT RESPONSIBILITIES

1.5. The Client shall provide the Architect and Engineers with full information regarding requirements for the Project, including a program, which shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

1.6. The Client shall establish and update an overall budget for the Project, including the Construction Cost, the Client's other costs and reasonable contingencies related to all of these costs.

1.7. The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by

April 19, 2024

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Barry University ASR #1

the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

- 8.1. The Client shall furnish complete accurate Surveys, Percolation Tests with Engineering Recommendations and the Architect shall be entitled to rely upon the accuracy and completeness thereof. Kaller Architecture shall rely on the accuracy of any client provided information and shall not be responsible for missing/erroneous information provided/not provided to us by the Asbestos Company, Surveyor, or Client or by any Client provided Consultant, Sub-Contractor or Supplier.

9. OTHER CONDITIONS

- 9.1. All statements regarding professional services rendered by the Architect, Engineer or other Consultants include compliance with the regulations, ordinances and procedures of appropriate regulatory public agencies in force on the date of execution of this Agreement.
- 9.2. Drawings, Specifications and reports as instruments of service shall be released to the Client, at their request, after the Architect has received a signed, company prepared indemnity agreement. The architect will not be liable for any alterations that the Client or any other parties make to the files provided by the Architect.
- 9.3. Changes during critical stages of the Project which necessitate major revisions or duplication of work already performed will create additional cost burden, which cannot be absorbed by the Architect under the Architect's original compensation amount. The Architect will review the effect of such changes on the work in progress, and if additional costs are to be incurred by the Architect because of such changes, the Architect will negotiate an additional cost fee for such changes with the Client.
- 9.4. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) is to be final. Prevailing party shall be reimbursed all Attorneys' fees and costs.
- 9.5. LIMITATION OF LIABILITY: Neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Clients in excess of the compensation to be paid pursuant to this Agreement or **\$12,500.00**, whichever is greater by any reason of any act or omission

April 19, 2024

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Mr. Ariel Fraynd

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Coconut Grove, FL 33133

Barry University ASR #1

including breach of contract or negligence not amounting to a willful or intentional wrong.

9.6. The Client and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

9.7. Documents or presentations required by the Client, governing agencies or other additional to those specifically outlined in the Agreement, may be included in the Scope of Services pending further Agreement between the Architect and Client, with appropriate additional compensation to the Architect.

9.8. Compensation rates are based on ordinances, regulations, and procedures in force by the appropriate governing bodies having jurisdiction over the project on the execution date of this Agreement. Any significant modification of said ordinances, regulations or procedures shall be the basis for additional compensation due the Architect for changes in the work involved.

10. ACCEPTANCE

If the proposed work and fees stated herein are agreeable with you, please sign one copy and return to our office. As soon as we are in receipt of the signed Proposal, along with the Initial Payment we will expeditiously proceed with the Basic Services.

Please do not hesitate to call me should you have any questions or comments on the above Proposal. We look forward to finalizing this Agreement and remain eager to commence with the Project.

Very truly yours,

Kaller Architecture

Date: _____

KallerArchitecture

April 19, 2024

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Suite 602

Coconut Grove, FL 33133

Barry University ASR #1

Joseph B. Kaller, Architect, LEED AP BD+C
Owner & President

ACCEPTANCE OF PROPOSAL

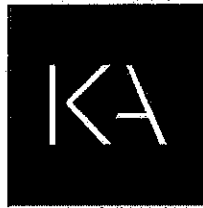
THE ABOVE TERMS AND CONDITIONS ARE SATISFACTORY AND ARE
HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS
SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AGREED AND ACCEPTED

Rodrigo Paredes
Digitally signed by Rodrigo Paredes
DN: cn=Rodrigo Paredes, o=US,
ou=Housing Trust Group,
ou=Development,
email=rodrigo@htgf.com
Date: 2024.04.29 10:04:40 -04'00'

Signer Name:
Client

Date:



KallerArchitecture

ARCHITECTURE SERVICES PROPOSAL & AGREEMENT

July 5, 2022
HTG
Mr. Ariel Fraynd
3225 Aviation Ave
Suite 602
Coconut Grove, FL 33133

1. OVERVIEW

A. University Station - Barry University - Interior Renovation

1.2.SCOPE OF WORK:

Architectural and MEP Engineering Schematic Design, Construction Documents and Permitting for the interior renovation of the proposed buildout of the 12,000 +/- Sq. Ft. ground floor space for Barry University at the new University Station Development.

A. Proposed buildout of floor plan to incorporate requests from Barry University scope of work and requirements.

B. Design requirements to be determined during scope of work meetings with the Client.

2. BASIC SERVICES

2.1.PROJECT PHASES:

Phase 1	Schematic Design
Phase 2	Construction Documents
Phase 3	Construction Administration * Refer to Section 5.

2.2.Services mentioned in Section 2 with check marks shown in the check boxes are included in the Basic Services while those check boxes without a check mark are NOT included in the Basic Services. Please note the exclusions mentioned in Section 2 and 3 and any services neglected to be mentioned but required will NOT be included in the Basic Services.

July 5, 2022

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2.3. If necessary, the exclusions listed in Section 2 for each consultant will be completed under a separate agreement or can be billed hourly as per Section 5.

2.4. ☒ **Architectural Services** shall consist of the following:

- ☒ Cover Sheet
- ☒ Key Plan Details
- ☒ Floor Plan
- ☒ Finish Schedules as per FBC code requirements, as needed
- ☒ Interior Elevations, as needed
- ☒ Reflected Ceiling Plans
- ☒ Life Safety
- ☒ Partition Types & Details
- ☒ Architectural Specifications (Short Version on Working Drawings)
- ☒ Architectural Details
- ☒ Three (3) Design Meetings with Client During Schematic Design Phase.
- ☒ Responses to City of Hollywood Building Department and Broward County Comments.
- ☒ Shop drawing reviews and RFIs from the GC and Subcontractors
- ☒ Monthly draw reviews and G704 closing checklist review

Architectural Exclusions:

- Construction Administration Above that Listed Above (Refer to Section 5)
- Interior Design Services
- 3D Models, Artist Renderings and Colored Elevations
- As Built Drawings
- Submissions and Client Representation at City Site Plan Approval and/or Commission Meetings, if required
- Façade/Storefront Redesign.
- Grease Hood Consultant.
- Kitchen Equipment Consultant.

If needed, the above-mentioned exclusions will be completed under a separate agreement or billed hourly as per Section 5.

2.5. ☒ **MEP Engineering Services** shall consist of the following:

A. ☒ **Mechanical Engineering Services** shall consist of the following:

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- ☒ Florida State Energy Calculations and HVAC Load Calculations.
- ☒ Ventilation.
- ☒ Ductwork Layout with Distribution System.
- ☒ A/C Unit Sizing, Selections and Schedules.
- ☒ Mechanical Specifications (Short Version on Working Drawings).
- ☒ Coordination with Client Proposed Smoke Evac System.
- ☒ Shop drawing reviews and RFIs from the GC and Subcontractors
- ☒ Monthly draw reviews and G704 closing checklist

B. ☒ Electrical Engineering Services shall consist of the following:

- ☒ Power Distribution from Existing Facilities.
- ☒ Interior Lighting – Normal and Egress Illumination.
- ☒ Electrical Specifications (Short Version on Working Drawings).
- ☒ Shop drawing reviews and RFIs from the GC and Subcontractors
- ☒ Monthly draw reviews and G704 closing checklist

C. ☒ Plumbing Engineering Services shall consist of the following:

- ☒ Plumbing Floor Plan.
- ☒ Sanitary Isometric.
- ☒ Domestic Water Isometric.
- ☒ Condensate Piping Provisions.
- ☒ Plumbing Specifications (Short Version on Working Drawings).
- ☒ Shop drawing reviews and RFIs from the GC and Subcontractors
- ☒ Monthly draw reviews and G704 closing checklist review

MEP Engineering Exclusions:

- Construction Administration Above that Listed Above (Refer to Section 5)
- As Built Drawings
- Design for Kitchen and/or Gas Equipment
- Site Lighting with Photometrics and Controls
- Fire Alarm and Fire Sprinkler System Design and Shop Drawing Reviewing Services.

If needed, the above-mentioned exclusions will be completed under a separate agreement or billed hourly as per Section 5.

July 5, 2022
HTG
Mr. Ariel Fraynd
3225 Aviation Ave
Suite 602
Coconut Grove, FL 33133

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2.6. Structural Engineering Services shall not be included in the subject scope of work.

2.7. Civil Engineering Services shall not be included in the subject scope of work.

2.8. Landscape Architecture Services shall not be included in the subject scope of work.

3. OTHER EXCLUSIONS:

3.1. The Client shall provide all of the following information, documents and or services mentioned below as requested for the Scope of Work. Should Kaller Architecture be required to provide services in obtaining this information or coordination and compilation of this information, such services shall be charged as "Additional Services." It is solely the Client's responsibility to ensure the information provided for the subject Project is current and valid. Any time spent by the Consultants based on incorrect or outdated information will be considered as "Additional Services."

In addition to exclusions listed in Section 2, the following items are NOT included in the Basic Services:

- A. Alta Surveys including but not limited to Topography, Boundary, Legal Description of Property and Tree Surveys.
- B. Project Color Models, 3D Models and High-Quality Artist Renderings.
- C. Fire Sprinkler System Drawings and Shop Drawings are to be provided by Sprinkler sub-contractor, if required by the Fire Marshall (Unless otherwise included in the Basic Services listed in Section 2).
- D. Fire Alarm System Drawings and Shop Drawings are to be provided by Sprinkler sub-contractor, if required by the Fire Marshall (Unless otherwise included in the Basic Services listed in Section 2).
- E. Interior Design Services, Meetings with Client provided Interior Designer, and/or selection of Interior Finishes.
- F. Changes to Architect's and Engineer's Drawings due to Client and Contractor's Value Engineering.
- G. Environmental Engineering and/or Mitigation Plans, or Asbestos Report.
- H. Application Fees, Plan Review Fees, Permit Fees and Impact Fees.
- I. Special and Threshold Structural Inspections during Construction.

July 5, 2022

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Mr. Ariel Fraynd

3225 Aviation Ave

Suite 602

Coconut Grove, FL 33133

J. Revisions to completed Construction Documents and Specifications inconsistent with Approvals or Instructions previously given by Client to Architect including revisions made necessary by adjustments in the Client's Program or Project Budget.

K. Kitchen Equipment and Hood Consultant Services.

4. COMPENSATION & PAYMENT SCHEDULE

The Client shall compensate Kaller Architecture for the total scope listed in the Basic Services in Section 2 at a lump sum fee of Eighty-Three Thousand Five Hundred Dollars and no cents (\$83,500.00). If the Project is abandoned, the Client shall pay the Architectural Fees up to then current, prorated status of the project plus all outstanding and pending reimbursable expenses associated with the Project. The payment schedule breakdown as follows:

Schedule	When Due	Payment
Phase 1 - Schematic Design		
Initial Deposit	Ready to Proceed with Construction Documents	\$12,000
100% Completion	100% Completion of Schematic Design Floor Plans	\$12,000
Phase 2 - Construction Documents		
Initial Deposit	Ready to Proceed with Construction Documents	\$16,000
25% Completion	25% Completion of Construction Documents	\$16,000
50% Completion	50% Completion of Construction Documents	\$6,875
100% Completion	100% Completion of Construction Documents	\$6,875
Building Permit Ready Letter	At Issuance of Building Permit Ready letter	\$6,875

July 5, 2022

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Mr. Ariel Fraynd

3225 Aviation Ave

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Construction Administration	Billed Monthly for 6 months with the first month being \$1,875 and then \$1,000 subsequently for 5 months	\$6,875
Combined Total		\$83,500

5. CONSTRUCTION ADMINISTRATION & ADDITIONAL SERVICES

5.1. The Architect's Construction Administration includes but is not limited to Shop Drawing Reviews, Construction Job Site Inspections, Coordination with Consultants after Receipt of Permit and As-Builts. Shop drawing reviews, Coordination with Consultants and responses to RFIs and included as Part of the Basic Services. Job site inspections and as built drawings are not included in the subject scope of work.

5.2. The Architect's "Additional Services" is any additional time, changes or expenses incurred by the Architect and/or the Consultants which are in addition to the Basic Services listed in Section 2. Additional Services includes but is not limited to changes to the Schematic Design, Site Plan Approval Process, Construction Documents or Field Conditions and are NOT included in the Basic Services. Construction Administration conducted during the construction administration phase of the project and/or Additional Services shall both be provided at an hourly basis on the schedule as set forth in the following line.

5.3. Construction Administration & Additional Services Hourly Rates

	Architect	MEP
Principal	\$295	Based on Consultant's Standard Hourly Rates
Project Architect	\$150	Based on Consultant's Standard Hourly Rates
Clerical	\$50	Based on Consultant's Standard Hourly Rates

6. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for Basic Services and include actual expenditures made by Kaller Architecture in the interest of the Project, including, but not limited to, expenses for reproductions, postage and handling of

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Mr. Ariel Fraynd

3225 Aviation Ave

Suite 602

Coconut Grove, FL 33133

drawings, couriers, long distance communications and fees paid to authorities having jurisdiction over the Project, and fees for additional consultants that may be required by the City or County with prior written approval of the Client. Reimbursable expenses will be billed at a premium to the cost of the expense incurred by Kaller Architecture.

7. ARCHITECT'S RESPONSIBILITIES

- 7.1. Based on the approved Schematic Design and/or project-related discussions with the Client and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Client, the Architect shall prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the Project.
- 7.2. The Architect shall coordinate the Drawings with the Engineers and Consultants and shall provide information to the Engineers as necessary.
- 7.3. The Architect shall assist the Client in the preparation of the necessary bidding information.
- 7.4. The Architect shall review the Construction Documents and shall sign and seal the Architectural Construction Documents and shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- 7.5. The Architect shall make the revisions on the Architect provided Construction Documents as necessitated as a result of the Building Department Review as pre-requisite for initial permitting.
- 7.6. The Lump Sum Fee is based on the preparation of a single set of Construction Documents and continuing construction. Multiple sets of Construction Documents with separate submissions for phased construction are NOT included as Part of the Architect's "Basic Services" and shall be considered as "Additional Services."

8. CLIENT RESPONSIBILITIES

- 8.1. The Client shall provide the Architect and Engineers with full information regarding requirements for the Project, including a program, which shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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- 8.2. The Client shall establish and update an overall budget for the Project, including the Construction Cost, the Client's other costs and reasonable contingencies related to all of these costs.
- 8.3. The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 8.4. The Client shall furnish complete accurate Surveys, available Microfilm and archives on the Building and the Architect shall be entitled to rely upon the accuracy and completeness thereof. Kaller Architecture shall rely on the accuracy of any client provided information and shall not be responsible for missing/erroneous information provided/not provided to us by the Asbestos Company, Surveyor, or Client or by any Client provided Consultant, Sub-Contractor or Supplier.

9. OTHER CONDITIONS

- 9.1. All statements regarding professional services rendered by the Architect, Engineer or other Consultants include compliance with the regulations, ordinances and procedures of appropriate regulatory public agencies in force on the date of execution of this Agreement.
- 9.2. Drawings, Specifications and reports as instruments of service are and shall remain the property of the Architect whether the project for which they are made are executed or not. They are not to be used by the Client on other projects or extensions to this project except by agreement in writing with the Architect and with agreed appropriate compensation to the Architect.
- 9.3. Changes during critical stages of the Project which necessitate major revisions or duplication of work already performed will create additional cost burden, which cannot be absorbed by the Architect under the Architect's original compensation amount. The Architect will review the effect of such changes on the work in progress, and if additional costs are to be incurred by the Architect because of such changes, the Architect will negotiate an additional cost fee for such changes with the Client.
- 9.4. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) is to be final. Prevailing party shall be reimbursed all Attorneys' fees and costs.

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Suite 602

Coconut Grove, FL 33133

9.5.LIMITATION OF LIABILITY: Neither the Architect, Architect's Consultants, nor their agents or employees shall be jointly, severally or individually liable to the Clients in excess of the compensation to be paid pursuant to this Agreement or **\$83,500.00**, whichever is greater by any reason of any act or omission including breach of contract or negligence not amounting to a willful or intentional wrong.

9.6. The Client and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

9.7. Documents or presentations required by the Client, governing agencies or other additional to those specifically outlined in the Agreement, may be included in the Scope of Services pending further Agreement between the Architect and Client, with appropriate additional compensation to the Architect.

9.8. Compensation rates are based on ordinances, regulations, and procedures in force by the appropriate governing bodies having jurisdiction over the project on the execution date of this Agreement. Any significant modification of said ordinances, regulations or procedures shall be the basis for additional compensation due the Architect for changes in the work involved.

10. ACCEPTANCE

If the proposed work and fees stated herein are agreeable with you, please sign one copy and return to our office. As soon as we are in receipt of the signed Proposal, along with the Initial Payment we will expeditiously proceed with the Basic Services.

Please do not hesitate to call me should you have any questions or comments on the above Proposal. We look forward to finalizing this Agreement and remain eager to commence with the Project.

Very truly yours,

Digitally signed by Joseph B Kaller

Date: 2022.07.11 10:27:45-04'00'

Date: _____

KallerArchitecture

July 5, 2022

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HTG

Mr. Ariel Fraynd

3225 Aviation Ave

Suite 602

Coconut Grove, FL 33133

Kaller Architecture

Joseph B. Kaller, Architect, LEED AP BD+C

Owner & President

ACCEPTANCE OF PROPOSAL

THE ABOVE TERMS AND CONDITIONS ARE SATISFACTORY AND ARE
HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS
SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AGREED AND ACCEPTED

**Rodrigo
Paredes**

Digitally signed by Rodrigo Paredes
DN: cn=Rodrigo Paredes, c=US,
o=Housing Trust Group,
ou=Development,
email=rodrigo@htgt.com
Date: 2022.07.08 12:07:17 -0400

Date: _____

Mr. Rodrigo Paredes

Client: University Station I, LLC

AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Second day of December in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

HTG US Retail LLC
3225 Aviation Ave, 6th Floor
Coconut Grove, Florida 33133

and the Contractor:
(Name, legal status, address and other information)

ANF Group, Inc.
2700 Davis Road
Davie, Florida 33314

for the following Project:
(Name, location and detailed description)

University Station – 1st Floor Educational Area Tenant Build Out
309 N 21st Avenue
Hollywood, Florida 33020

The Architect:
(Name, legal status, address and other information)

Kaller Architecture
2417 Hollywood Blvd.
Hollywood, FL 33020

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 09/18/23, and enumerated in Exhibit A Schedule of Drawings and Specifications.
(Paragraphs deleted)
- .3 addenda prepared by the Architect as follows: NOT APPLICABLE
- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:
 - Exhibit B – Schedule of Values
 - Exhibit C – Construction Schedule
 - Exhibit D – Contractor's Qualifications and Assumptions

Exhibit E - Insurance Requirements

In the event of conflicts or discrepancies among the Contract Documents, the Contractor shall proceed with the Work that is unaffected by the conflict or discrepancy and interpretations of the conflict will be based upon the following Contract Documents, which are set forth and ranked in order of precedence:

- (a) Duly executed Modifications, including Amendments (including Exhibits), Change Orders and Construction Change Directives, with those of a later date having precedence over those of an earlier date;
- (b) The Qualifications and Assumption as included in Exhibit D to the Agreement;
- (c) The Agreement based on AIA Document A105-2017, as modified, with the changes made to the Agreement having precedence over the printed form of the underlying AIA Document;
- (c) The other Exhibits to the Agreement, including the Schedule of Drawings and Specifications, the Construction Schedule and the Schedule of Values. In the event of conflict, discrepancy or inconsistencies within these Exhibits, figure dimensions shall take precedence over scaled measurements, large scale details shall take precedence over small scale drawings, and Drawings of a later date shall take precedence over those of an earlier date; and
- (e) All other Contract Documents, if any.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the Date of Commencement shall be the date of this Agreement.

(Insert the Date of Commencement if other than the date of this Agreement.)

The Date of Commencement of the Work shall be within ten (10) days of the latter of the following: Notice of Commencement recorded in the public records of Broward County, Florida; Notice to Proceed issued by Owner to Contractor in writing; reasonable evidence of financial arrangements in accordance with Article 7.1.3; or the issuance of building permits by the City of Hollywood

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work.

(Check the appropriate box and complete the necessary information.)

☒ **[X]** Not later than Two Hundred Seventy (270) calendar days from the Date of Commencement or issuance of all required Permits, whichever is later.

☐ **[]** By the following date:

§ 2.4 If Contractor fails to achieve Substantial Completion of the Work within the Contract Time, liquidated damages shall be assessed in order to compensate Owner for the damages that Owner will reasonably incur, which damages are not readily ascertainable at the time of the execution of this Agreement, including, but not limited to, carrying charges, lost income, additional interest, taxes, lost rental income, and overhead and administration costs. Contractor shall pay to Owner, as liquidated damages (but not as a penalty) the following:

- (1) an amount equal to One hundred and 00/100 Dollars (\$100.00) per calendar day, for each of the calendar days Substantial Completion is achieved beyond the expiration of thirty (30) days from the Contract Time, as adjusted in accordance with the Contract Documents; and,
- (2) In no event shall the aggregate of all liquidated damages exceed twenty-five percent (25%) of the Contractor's Fee.
- (3) Owner may deduct liquidated damages hereunder from final monies due Contractor.

§ 2.5 In the event Contractor achieves Substantial Completion earlier than thirty (30) calendar days before the expiration of the Contract Time, then Contractor shall be entitled to be paid by Owner a bonus as follows: Zero Dollars (\$0.00) for each of the calendar days Substantial Completion is achieved in advance of thirty (30) days prior to the expiration of the Contract Time, as adjusted in accordance with the Contract Documents.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

One Million Six Hundred Ten Thousand Six hundred Seventy-Five and 84/100 Dollars (\$ 1,610,675.84)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are
(Paragraphs deleted)

identified in Exhibit D Qualifications and Assumptions.

(Table deleted)

§ 3.5 Unit prices, if any, are

(Paragraphs deleted)

identified in Exhibit D Qualifications and Assumptions.

(Table deleted)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars (\$1,000,000.00) per accident, for bodily injury, death of any person, and

property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) each employee, and One Million Dollars (\$1,000,000.00) policy limit.

§ 5.1.6 Owner and Contractor may elect to enroll this project into a Contractor Controlled Insurance Program (CCIP).

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the Project construction budget, including the Contract Sum, plus value of subsequent Change Orders and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Payment has been made as provided by the Contract or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. Contractor has no liability for costs of reconstruction beyond the amounts paid by the Builder's Risk policy. Such policy or policies of insurance shall name the Owner as insureds. Owner is responsible for deductibles, if any, required by such policy. A loss insured under such Builder's Risk insurance shall be made payable to Contractor as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay the subcontractors their just shares of insurance proceeds received by Contractor and shall require that such subcontractors make payments to their Sub-subcontractors in similar manner.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Contractor hereby releases, and shall cause its Subcontractors and Suppliers to release, Owner, Owner's partners, the parent companies and affiliates of Owner and of any partner and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the "Released Parties") from any and all claims or causes of action which Contractor and/or such parties might otherwise possess resulting in or from, or in any way connected with, any loss covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained by Contractor, its Subcontractors, and Suppliers pursuant to the Contract. This release is further intended to bind Contractor's and such parties' insurers providing the above stated insurance coverage, and Contractor agrees to inform and obtain permission from its insurers, and further agrees to require its Subcontractors and Suppliers to inform and obtain permission from their insurers, to so release the Released Parties from any and all claims or causes of action as provided above only so as to effectively waive any subrogation rights of said insurers. Owner also hereby releases, and shall cause partners, the parent companies and affiliates of Owner and of any partner and the directors, officers, shareholders, employees and agents including its Architect and Engineers, of any of the above mentioned parties (the "Released Parties") and insurance carriers of each, from any and all claims or causes of action which Owner and/or

such parties might otherwise possess resulting in or from, or in any way connected with, any loss covered by insurance, including the deductible portion thereof, maintained and/or required to be maintained by Owner, pursuant to the Contract. This release is further intended to bind Owner's and such Released Parties' insurers providing the above stated insurance coverage, and Owner also agrees to inform and obtain permission from its insurers, Released Parties to inform and obtain permission from their insurers, to so release the Released Parties from any and all claims or causes of action as provided above only so as to effectively waive any subrogation rights of said insurers.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Notice

Written notice under this Agreement may be given by one party to the other as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Unless expressly stated to the contrary, all notices required or permitted in connection with the Contract Documents shall be in writing. Each notice required or permitted to be given hereunder must comply with the requirements of this Section. Each notice shall be sent by certified or registered mail, postage prepaid, by hand-delivery, or by email, to the other party to the attention of the persons and at the addresses set forth below. Each party may change its address or email address for the purposes hereof by giving notice thereof to the other party in the manner provided herein. All notices shall be effective upon delivery or refusal of delivery, for items sent by mail, or upon a read receipt for email. The time from which a response to any such notice commences to run is from the date of receipt of the notice by the addressee thereof. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, if a party changes its address without providing notice to the other party pursuant to this Section, the inability to deliver notice due to the change of address shall be deemed to be receipt of the notice sent.

The Owner's representative(s) shall be as follows, each of which shall have the authority to bind the Owner and execute Modifications to the Contract Documents on the Owner's behalf:

Bert Del Valle
EVP of Construction
3225 Aviation Ave, 6th Floor
Coconut Grove, FL 33133

The Contractor's representative(s) shall be as follows, each of which shall have the authority to bind the Contractor and execute Modifications to the Contract Documents on the Contractor's behalf:

Alberto Fernandez, Jr.
ANF Group Inc.
2700 Davie Road
Davie, FL 33314

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary permits, approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project under a permit separate from the permit pulled by Contractor, with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain but Owner shall pay for the trade permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Owner and its officers, agents, servants and employees, from and against any and all claims, damages, suits, losses, expenses, or liabilities, including attorneys' fees and litigation expenses, arising out of or resulting from the performance of the work.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus the Contractor's Fee of Fourteen Percent (14%).

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, by changes ordered in the Work, or by

labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Sum and Contract Time shall be subject to equitable adjustment. In order for contractor to take advantage of this Section 11.2 and obtain additional time, Contractor shall notify Owner within three (3) business days of noticing the delays caused by others.

§ 11.3 Costs caused by or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an Itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use and includes the achievement of at least a Certificate of Occupancy.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially

complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and Owner shall bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests at Owner's expense.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- 1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- 3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- 4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- 1 take possession of the site and of all materials thereon owned by the Contractor, and
- 2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

§17.1 NO SOLICITATION OF CONTRACTOR'S PROJECT STAFF

Owner shall not solicit or employ any Contractor employee who has been assigned to provide services in connection with this Project for the duration of the Project and then for a period of one (1) year thereafter.

§17.2 CLAIMS

§ 17.2.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 17.2.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Architect. Claims by either party must be initiated and substantiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 17.2.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section 17.4.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 17.2.4 Pending final resolution of a Claim or dispute (including the pendency of legal proceedings) except as otherwise agreed in writing or as provided in Article 16, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments due in accordance with the Contract Documents.

§ 17.3 DISPUTE RESOLUTION

§ 17.3.1 INITIAL DECISION MAKER

The Parties shall mutually agree to identify the Initial Decision Maker. It is expressly understood that all decisions by the Initial Decision Maker shall be subject to dispute resolution by either party pursuant to the terms and conditions of the Contract Documents.

§ 17.3.1.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejecting the Claim in whole or in part, (3) recommend approving the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 17.3.1.2 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 17.3.1.3 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 17.3.1.4 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. It is understood and agreed by the Owner and the Contractor that, notwithstanding anything to the contrary in any of the Contract Documents, all decisions by the Architect and/or the Initial Decision Maker shall be made in an advisory capacity, and shall not be final or binding. All such decisions may be disputed by either party pursuant to the terms of this Article 17 and applicable law.

§ 17.3.1.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 17.3.2 MEDIATION

§ 17.3.2.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract Documents shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 17.3.2.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 17.3.2.3 The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 17.3.3 BINDING DISPUTE RESOLUTION

§ 17.3.3.1 For any Claim subject to, but not resolved by mediation pursuant to Section 17.3.2, the method of binding dispute resolution shall be arbitration.

§ 17.3.3.2 ARBITRATION. Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration by the claiming party shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. Venue for any Claim subject to arbitration shall be in Miami-Dade County, FL.

§ 17.3.3.2.1 The award rendered by the arbitrator or arbitrators shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof located in Miami-Dade County, FL.

§ 17.3.3.2.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 17.3.3.3 CONSOLIDATION OR JOINDER

§ 17.3.3.3.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 17.3.3.3.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 17.3.3.3.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

§ 17.3.4 It is agreed by the parties hereto for themselves and all persons claiming under them that, regardless of where this Contract shall be entered into or performed, the laws of the State of Florida shall control the interpretation and performance of the Contract and any further agreements which may result from it. In any action by one party hereto against the other, arising under, or in connection with, this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs, from the non-prevailing party, at the hearing, pre-trial, trial and appellate levels. For purposes of this Agreement, the term "prevailing party" shall mean the party who substantially

obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense and the term "attorneys' fees" shall mean the reasonable fees and expenses of counsel to the parties hereto, which may include, without limitation, printing, duplicating and other expenses customarily charged by attorneys to their clients. The provisions of this Section are mandatory and exclusive and shall survive termination of the Contract for any reason.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

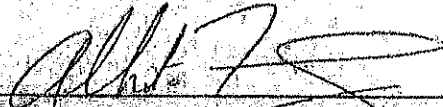


OWNER (Signature)

Bert Del Valle, EVP of Construction

(Printed name and title)

Matthew Rieger, Manager



CONTRACTOR (Signature)

Alberto Fernandez, CEO

(Printed name and title)

LICENSE NO.: CGC024773

JURISDICTION: Florida

EXHIBIT "A"

SCHEDULE OF DRAWINGS AND SPECIFICATIONS

Barry University

07

EXHIBIT "A"
SCHEDULE OF DRAWINGS AND SPECIFICATIONS



Job #: 241974 Betty Shiveley 1st Floor Educational Area
309 N. 21st Ave. Hollywood, Florida 33020

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date
Architectural				
A-1	PROPOSED FLOOR PLAN, PARTITION LEGEND & DETAIL	0	08/18/2023	09/18/2023
A-2	PROPOSED REFLECTED CEILING PLAN	0	08/18/2023	09/18/2023
A-3	PROPOSED ELEVATIONS	0	07/31/2023	09/18/2023
A-4	ENLARGED TOILET PLAN, DETAILS AND NOTES	0	07/31/2023	09/18/2023
A-5	EXTERIOR STAIRFRONT DETAILS	0	07/31/2023	09/18/2023
A-6	SCHEDULES AND DETAILS	0	08/18/2023	09/18/2023
Electrical				
E1	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
E2	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
E3	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
E4	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
E5	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
Fire Protection				
FP1	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
FP2	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
Life Safety				
LS-1	LIFE SAFETY PLAN/LEGEND, NOTES		7/31/2023	9/18/2023
Mechanical				
M1	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
M2	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
Plumbing				
P1	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
P2	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
P3	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
P4	PROPOSED SITE PLAN SITE INFO	0	08/21/2023	09/18/2023
Site Plan				
SP-1	PROPOSED SITE PLAN SITE INFO	0	07/31/2023	09/18/2023
Cover Sheet				
T-1	COVER SHEET	0	08/18/2023	09/18/2023

Init.

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EXHIBIT "B"

SCHEDULE OF VALUES

Barry University

EXHIBIT "B"
SCHEDULE OF VALUES

BARRY UNIVERSITY SCHEDULE OF VALUES		10/14/2024		
GROSS SF:		10,000		
DIVISION	DESCRIPTION	SCHEDULED VALUES	DIVISION TOTALS	NOTES
DIVISION 1 - GENERAL CONDITIONS / GENERAL REQUIREMENTS				
	MASTER PERMIT		BY OWNER	
	SUBCONTRACTOR PERMITS		BY OWNER	
	BUILDER'S RISK		BY OWNER	
DIVISION 2 - SITEWORK				
	N/A			
DIVISION 3 - CONCRETE				
	CONCRETE SOG	\$ 54,800.00		4" SLAB PER SG-3
	SOIL PRETREATMENT			INCLUDED
			\$ 54,800.00	
DIVISION 4 - MASONRY				
	N/A			
DIVISION 5 - METALS				
	STRUCTURAL STEEL FOR OPERABLE PARTITION	\$ 10,500.00		NO DESIGN, ALLOWANCE INCLUDED
			\$ 10,500.00	
DIVISION 6 - CARPENTRY				
	ARCHITECTURAL WOODWORK	\$ 65,768.00		CASEWORK
	ADJUSTABLE SHELVING AT LOCKED STORAGE	\$ 5,000.00		ALLOWANCE
			\$ 65,768.00	
DIVISION 7 - MOISTURE & WATERPROOFING				
	INSULATION	\$ 14,840.00		
	FIRE PROOFING (NOT W/TRADES)			
	CAULKING (NOT W/TRADES)			
	WATERPROOFING (NOT W/TRADES)			N/A
	ROOFING			N/A
			\$ 14,840.00	
DIVISION 8 - WINDOWS & DOORS				
	WOOD TRIM PACKAGE			N/A
	ATTIC ACCESS & DRAFT STOP DOORS			N/A
	DOORS & HARDWARE W/ RUNNING TRIM (INC. INOX BOXES)	\$ 53,108.00		
	INTERIOR WINDOWS	\$ 6,925.00		
			\$ 60,033.00	
DIVISION 9 - FINISHES				
	GYPSUM DRYWALL	\$ 120,000.00		
	FLOORING AND BASE	\$ 88,508.00		
	ACOUSTICAL CEILINGS	\$ 84,900.00		
	PAINTING	\$ 30,775.00		
			\$ 308,183.00	
DIVISION 10 - SPECIALTIES				
	TOILET ACCESSORIES & MIRRORS	\$ 4,421.00		
	TOILET PARTITIONS	\$ 7,558.00		
	CODE & BUILDING SIGNAGE			BY OWNER
	OPERABLE PARTITION	\$ 37,500.00		SEE QUALIFICATIONS
	FIRE EXTINGUISHERS AND CABINETS	\$ 750.00		
	POSTAL SPECIALTIES			N/A
			\$ 50,327.00	
DIVISION 11 - EQUIPMENT				
	APPLIANCES			BY OWNER
DIVISION 12 - FURNISHINGS				
	WINDOW TREATMENTS			NOT INCLUDED
DIVISION 13 - SPECIAL CONSTRUCTION				
DIVISION 14 - CONVEYING SYSTEMS				
	ELEVATORS W/ FINISHES (KONE)			N/A
DIVISION 15 - MECHANICAL				
	FIRE PROTECTION	\$ 82,800.00		

EXHIBIT "B"
SCHEDULE OF VALUES

PLUMBING	\$ 62,000.00		
PLUMBING FIXTURES	\$ 12,000.00		
HVAC SYSTEMS	\$ 343,000.00		
CERTIFIED TEST & BALANCE			INCLUDED
		\$ 469,800.00	
DIVISION 16 - ELECTRICAL			
ELECTRICAL	\$ 296,700.00		
FIRE ALARM			INCLUDED
BLDG LIGHTING FIXTURES	\$ 20,000.00		ALT. VE PACKAGE BY BMR
ACCESS CONTROL			BY OWNER
DATA LOW VOLTAGE			BY OWNER
SDA SYSTEM			N/A
		\$ 316,700.00	
DIVISION 17 - MISCELLANEOUS			
NOT USED			
SUB TOTAL	\$ 1,368,027.00	\$ 1,368,027.00	
CONTRACTORS OVERHEAD	\$ 27,361.00	\$ 27,361.00	
GENERAL CONDITIONS	\$ 82,082.00	\$ 82,082.00	
CONTRACTORS FEE	\$ 82,082.00	\$ 82,082.00	
CONTRACTOR CONTROLLED INSURANCES	\$ 30,502.64	\$ 30,502.64	
PERFORMANCE AND PAYMENT BOND	\$ 20,521.00	\$ 20,521.00	
GRAND TOTAL	\$ 1,610,675.64	\$ 1,610,675.64	
COST PER SF GROSS	\$ 161.67		

CA

EXHIBIT "C"

CONSTRUCTION SCHEDULE

Barry University - University Station

Contractor shall achieve Substantial Completion, no later than Two Hundred Seventy (270) days after Commencement Date and/or Issuance of all required Permits, whichever is later.

Contractor shall achieve Final Completion no later than Three Hundred (300) days after Commencement Date and/or Issuance of all required Permits, whichever is later.

EXHIBIT "D"

CONTRACTOR'S QUALIFICATIONS AND ASSUMPTIONS

Barry University

Init.
CA

EXHIBIT "D"

CONTRACTOR'S QUALIFICATIONS & ASSUMPTIONS

Barry University

General

1. The cost of the master permit fee, all trade/sub permits and civil/engineering fees are excluded.
2. This proposal does not include Builder's Risk Insurance. Builder's Risk Insurance shall be provided by the Owner.
3. Civil and engineering bonds (if any) are to be provided by the owner.
4. This proposal excludes all impact fees, tapping fees, or similar.
5. Materials testing and special inspector costs are by Owner.
6. This proposal excludes the cost for all utilities after TCO is achieved.

Division 3A - Concrete

1. This proposal includes a 4" thick slab-on-grade with welded wire mesh steel reinforcement as noted in SG-5.

Division 5B - Miscellaneous Metals

1. This proposal includes an allowance of \$10,500 for a structural steel substrate as required to install the operable partition. The design for this structural element has not been designed.

Division 6B - Millwork

1. This proposal includes the cabinetry as Plastic Laminate base and upper cabinets.
2. Counter tops are included as 2CM Quartz. Quartz is to be a Level 1 color selection to match the specified color.

Division 7D - Insulation

1. This proposal includes ¾ Rigid Board Insulation (R-5) at the interior side of the exterior masonry walls.

Division 8A - Doors

1. This proposal includes commercial grade finish hardware based on Cal Royal or equal.

Division 9D - Flooring

1. Flooring material is based upon the following allowances:
 - a. F1 VCT - 12"x12" Material Allowance \$1.50/SF with tax and freight included.
 - b. F2 Carpet Tile - 24"x24" Material Allowance \$18/SY with tax and freight included.
 - c. F3 Tile - 12"x24" Porcelain Material Allowance \$2.86/SF with tax and freight included.
 - d. Waterproofing is not included.

Division 9F - Painting

1. This proposal includes the painting system as 1 coat of primer and 2 finish coats.

Division 9F - Acoustical Ceilings

1. This proposal includes 15/16" Suspension System with Dune 1774 tiles, or equal in all areas excluding the following rooms: Dental Simulation Lab, Men's and Women's Restroom, Viewing Room and Anesthesia Simulation. These (4) areas include 15/16" Suspension System with Gridstone moisture resistant tile.

Division 10B – Misc. Specialties & Signage

1. This proposal excludes all signage.
2. This proposal includes (6) toilet compartments and (1) urinal screen, plastic laminate with a particleboard core, standard chrome plated hardware, floor and headrail braced.
3. Bathroom Accessories included as American Specialties.
4. This proposal excludes storage lockers, however includes a \$5,000.00 allowance for adjustable shelving at the Locked Storage.
5. This proposal includes an Operable Partition by Modernfold Acousti-Seal Legacy Manually operated, 34' long and 10' tall, STC 52, expandable panels.

Division 11A – Appliances and Kitchen Equipment

1. This proposal excludes any/all appliances.

Division 12A – Window Coverings

1. This proposal excludes window coverings.

Division 15A – Plumbing

1. This proposal includes the pipe material for drainage/waste/vent/condensate system as PVC above and below grade.
2. This proposal includes the water piping as CPVC material throughout.
3. This proposal excludes hot water insulation.
4. This proposal includes a plumbing fixture allowance of \$12,000.00.

Division 15B – HVAC

1. This proposal includes RHEEM a/c split systems.
2. This proposal includes a certified test and balance test.

Division 15C – Fire Sprinklers

1. This proposal includes the fire sprinkler system as a code compliant system.
2. This proposal includes the usage of CPVC piping where allowed by code.
3. This proposal includes semi-recessed pendant heads.

Division 16 – Electric and Low Voltage Systems

1. This proposal includes a complete certified Fire Alarm System.
2. This proposal excludes all Access Controls, Audio/Visual, CCTV, and Cell Booster systems.
3. This proposal includes a Light Fixture allowance of \$20,000.00.

EXHIBIT "E"
INSURANCE REQUIREMENTS

Barry University

EXHIBIT E
INSURANCE REQUIREMENTS
(CCIP)

This Insurance Addendum (hereinafter, the "Addendum") is deemed to be, and is hereby made part of, the Contract. To the extent that this Addendum conflicts with the Contract, the terms of the Addendum supersede the terms and the Contract, and the terms of the Addendum control.

I. Contractor Controlled Insurance Program.

a. **General.** Contractor has arranged for the Project to be insured under a Contractor Controlled Insurance Program, or "CCIP," to be administered by Wrap Up Insurance Solutions, Inc. (hereinafter, the "CCIP Administrator"). Parties performing labor or services at the Project are required to enroll in the CCIP, unless they are Excluded Parties, as defined below. The CCIP will provide to Enrolled Parties, as defined below, certain insurance coverages outlined in Section I.D., below (collectively referred to herein as the "CCIP Insurance Policies").

b. **Enrolled and Excluded Parties.**

i. **Enrolled Parties.** The CCIP shall insure Enrolled Parties, which includes the Contractor, the Subcontractor, sub-subcontractors of all tiers that are enrolled in the CCIP, and any other person or entity the Contractor may designate, in its sole discretion. A party shall be considered an Enrolled Party only when that party properly completes and submits all the necessary enrollment forms (as set forth in the CCIP Insurance Manual).

ii. **Excluded Parties.** The CCIP shall not insure Excluded Parties, which includes the following:

1. Any Subcontractor or sub-subcontractor who has not completed the enrollment process and received confirmation from the CCIP Administrator evidencing enrollment, or who has had their enrollment in the CCIP terminated;
2. Off-site fabricators, vendors, suppliers (who do not perform or subcontract installation), material dealers, guard services, janitorial services, blasting, environmental remediation firms, hazardous material(s) or waste removal and/or transport companies, hazardous waste disposal firms and/or sites, and any other persons or organizations that make deliveries to or from the Project site;
3. Truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project site;
4. Real estate agents, mortgage brokers, architects, engineers, and soil testing engineers, and their consultants;
5. Subcontractors and sub-subcontractors who do not perform any actual labor on the Project site.
6. Any other parties or entities not specifically identified in this Addendum or specifically determined by the Contractor, in its sole discretion, to be excluded.

iii. **Insurance Required of Enrolled and Excluded Parties.** Enrolled and Excluded Parties shall obtain and maintain, and require each of their respective subcontractors to obtain and maintain, the insurance coverage specified in Section III, below.

c. **Bid Instructions.** Subcontractor and each party eligible for enrollment in the CCIP shall comply with the Bid Instructions set forth in the CCIP Insurance Manual.

d. **Summary of the CCIP Insurance Policies.**

i. **CCIP Insurance Policies Establish Coverage.** The CCIP Insurance Policies summarized in this Addendum are set forth in full in their respective CCIP Insurance Policies. The

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summary descriptions of the CCIP Insurance Policies in this Addendum, the CCIP Insurance Manual, and/or other Contract Document(s) are not intended to be exhaustive, or to alter or amend any provision of the actual CCIP Insurance Policies. In the event that any provision of this Addendum, the CCIP Insurance Manual, and/or other Contract Document(s) conflict with the CCIP Insurance Policies, the provisions of the actual CCIP Insurance Policies shall govern. To the extent there are any other conflicts between or among the provisions of the CCIP Insurance Policies, this Addendum, the CCIP Insurance Manual, and the Contract Documents, then, in descending order, the CCIP Insurance Policies shall govern, followed by this Addendum, the CCIP Insurance Manual, and then the other Contract Documents. The coverage provided by the CCIP Insurance Policies is effective on the date set forth in the certificate of insurance issued by the CCIP Administrator. Coverage shall terminate as set forth in the CCIP Insurance Policies.

ii. **Application of the CCIP Insurance Policies.** The CCIP Insurance Policies shall apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the CCIP Insurance Policies) in connection with the Work, and only to Enrolled Parties. An Enrolled Party's operations away from the Project Site, as defined in the CCIP Insurance Policies, including product manufacturing, assembly, or otherwise, are not generally covered by the CCIP Insurance Policies unless the policies have been specifically amended or written to provide coverage for such "off-Site" operations. The CCIP shall not apply to the operations of Subcontractor at their respective offices, factories, warehouses, or other such locations away from the Project Site.

iii. **Summary of the CCIP Insurance Policies.** The CCIP shall provide at least the following insurance to Enrolled Parties:

1. **Commercial General Liability**

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Products-Completed Operations Extension	10 years

2. **Excess Liability**

Each Occurrence	\$28,000,000
General Aggregate	\$28,000,000
Products-Completed Operations Aggregate	\$28,000,000
Products-Completed Operations Extension	10 years

e. **Contractor's Insurance Obligations.** Contractor assumes no obligation to provide insurance other than that specified in this Addendum. Contractor shall pay the costs of premiums for the CCIP Insurance Policies and will receive or pay all adjustments to such costs. Except as provided by applicable law, Contractor's furnishing of the CCIP Insurance Policies shall in no way relieve or limit any Enrolled Party or Excluded Party of any responsibility, liability, or obligation imposed by the Contract Documents, the CCIP Insurance Policies, or by law, including without limitation any indemnification obligations.

f. **Enrolled Parties' CCIP Obligations.**

- i. Enrolled Parties hereby assign to Contractor the right to receive all adjustments to the cost of premiums for the CCIP Insurance Policies, and shall require that each of its subcontractors of all tiers assigns to Contractor the right to receive all such adjustments.
- ii. Enrolled Parties shall enroll and maintain enrollment in the CCIP, and shall ensure that each non-excluded subcontractor enrolls and maintains enrollment in the CCIP.

- iii. Enrolled Parties warrant to Contractor that all information they submit to Contractor or to the CCIP Administrator shall be accurate and complete. Enrolled Parties shall cooperate, and require all of its Enrolled subcontractors of all tiers to cooperate fully with the CCIP Administrator and the insurance companies providing the CCIP Insurance Policies (each such insurer is an "CCIP Insurer"), as applicable, in its or their administration of the CCIP.
- iv. Enrolled Parties shall comply with all of the requirements set forth in this Addendum, the CCIP Insurance Manual, and the CCIP Insurance Policies.
- v. Enrolled Parties shall incorporate the terms of this Addendum into all subcontract agreements, and shall provide to each subcontractor a copy of the CCIP Insurance Manual, and shall ensure such subcontractors' compliance with the provisions of the CCIP Insurance Policies (for Enrolled Parties), the CCIP Insurance Manual and this Addendum. The failure of an Enrolled Party to provide each of its subcontractors with a copy of the same shall not relieve the Enrolled Party, or any such subcontractors, of any of the obligations contained therein.
- vi. By entering into this Contract, the Enrolled Party hereby acknowledges, and shall require each of its subcontractors to acknowledge, in writing, that Contractor and the CCIP Administrator are not agents, partners, or guarantors of the CCIP Insurers, that neither the Contractor nor the CCIP Administrator are responsible for any claims or disputes between or among the parties and any CCIP Insurer(s), and that neither Contractor nor the CCIP Administrator guarantees the solvency, or the availability of limits, of any CCIP Insurer(s). Any type of insurance coverage or limits of liability in addition to the CCIP Insurance Policies that the Enrolled Party or its subcontractors of all tiers require for its or their own protection, or that is required by applicable laws or regulations, shall be Enrolled Party's or its subcontractors' sole responsibility and expense, and shall not be billed to Contractor.

g. CCIP Policies Deductibles and Self-Insured Retentions.

- i. **Contractor Responsible for Payment of Deductibles and Self-Insured Retentions.** Contractor shall be responsible for payment of the deductibles and self-insured retentions set forth in the CCIP Insurance Policies, both during the period of construction and during the completed operations coverage period. Subcontractor shall be responsible for a CGL Deductible Contribution, as set forth below.
- ii. **CGL Deductible Contribution.** In the event of an "occurrence" of "bodily injury" or "property damage" or a "personal injury" or "advertising injury offense," as those terms are defined in the CCIP Insurance Policies, which requires Contractor to satisfy all or any portion of the deductibles or self-insured retentions set forth in the CCIP Insurance Policies (the "CCIP Deductible") and which arises out of or is in any way connected with the Work, whether during construction or after completion of the Work or both, the Contractor may, in its sole discretion, seek contribution(s) towards such CCIP Deductible (the "CCIP Deductible Contribution") from Subcontractor in a total amount not to exceed \$25,000.00 per occurrence per involved Enrolled Party. The CCIP Deductible Contribution shall include, without limitation, attorneys' fees, court costs, and other defense expenses. The CCIP Deductible Contribution is not an indemnity obligation on the part of Subcontractor; it is a contractual allocation of the Insured Parties' mutual obligations under the CCIP. If Contractor assesses an CCIP Deductible Contribution against Subcontractor, then that CCIP Deductible Contribution shall be due and payable to Contractor within ten (10) days after Contractor's written demand. Contractor may back-charge Subcontractor, may withhold from monies otherwise owing to Subcontractor or may collect by any other lawful means, the amount(s) owed by Subcontractor as its CCIP Deductible Contribution. The CCIP Deductible Contribution shall remain uninsured by Subcontractor and will not be covered by the CCIP Insurance Policies, nor shall it be included in the Contract Price. The obligations of Subcontractor are not limited in any manner because of any coverage provided under the CCIP Insurance Policies or because of any CCIP Deductible Contribution.

- h. **Limitation.** The CCIP and the insurance requirements described in this Addendum exist for the sole and exclusive benefit and protection of Contractor and the Enrolled Parties. The CCIP and required insurance described in this Addendum are not intended to benefit any other parties including, without limitation, parties not enrolled in the CCIP, Excluded Parties or claimants (regardless of whether such claimant's claim(s) are covered by the CCIP and regardless of against whom such claimant makes claim(s)). Contractor is not responsible for enforcing any term of this Addendum for the benefit of any party not enrolled in the CCIP.
- i. **Audits.** Subcontractor agrees that Contractor, the CCIP Administrator, and/or any CCIP Insurer may audit Subcontractor's, or any of its subcontractors', payroll records, books and records, insurance policies, insurance cost information, bid estimates, pricing for any cost in the Contract Price/Contract Sum or any subcontracted Work, or any information that Subcontractor provides to Contractor, the CCIP Administrator, or the CCIP Insurers to confirm their accuracy, and to ensure that the Costs of CCIP Insurance Policies are not included in any payment for the Work.
- j. **Contractor's Election to Modify or Discontinue the CCIP.** Contractor may, for any reason, modify the coverage provided by the CCIP Insurance Policies, discontinue the CCIP or any part thereof, or request that any Enrolled Party withdraw from the CCIP upon thirty (30) days written notice. Upon such notice, such Enrolled Party shall obtain and thereafter maintain during the performance of the Work, all (or a portion thereof as specified by Contractor) of the CCIP Insurance Policies. The form, content, limits of liability and the insurer issuing such replacement insurance shall be as set forth in Section III of this Addendum for both on-site and off-site operations. The cost of the replacement insurance shall be as approved by the Contractor.
- k. **Waiver of CCIP-Related Claims.** With respect to the CCIP, unless prohibited by law, Subcontractor and each sub-subcontractor hereby waives all rights of recovery because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage against Contractor, Subcontractor, the CCIP Administrator, its or their officers, agents, or employees, and any other subcontractor performing Work or rendering services on behalf of Contractor in connection with the planning, development and construction of the Project. The waivers provided hereunder shall be effective as to any individual or entity, even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium, directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

II. Additional Insurance Required From Enrolled Parties and Excluded Parties.

- a. **Summary of Additional Insurances Required.** The CCIP Insurance Policies include only certain types of coverage, for a specific period of time, and at a specifically defined location. Enrolled Parties must provide the following additional insured coverages for all operations not included in the CCIP Insurance Policies, including but not limited to operations not performed on the Project Site as defined by the CCIP Insurance Policies. Excluded Parties, and/or any other party not enrolled in the CCIP, must provide the following coverage for all operations.
- b. **Minimum Coverages Required.**
 - i. **Workers' Compensation Insurance** as required by statute in the state in which the Work will take place.
 - 1. If the Work will involve, in whole or in part, work or operations on the navigable waters of the United States or on a flagged vessel, then Subcontractor shall obtain coverage pursuant to the Jones Act and/or the Longshoremen's and Harbor Worker's Compensation Act as applicable.
 - 2. If Subcontractor leases one or more employees through the use of a payroll, employee management, or other similar company, then Subcontractor must procure worker's compensation insurance written on an "if any" policy form, including an endorsement providing coverage for alternate employer/leased employee liability. Such insurance shall be in addition to the workers'

compensation coverage provided to the leased employee by the payroll, employee management, or other similar company.

- ii. **Employer's Liability Insurance** with limits of at least \$1,000,000 bodily injury by accident; \$1,000,000 bodily injury by disease; and \$1,000,000 annual aggregate.
- iii. **Business Auto Liability Insurance** covering all owned, non-owned, and hired vehicles on and off-site. Such insurance shall provide coverage not less than the standard ISO Comprehensive Automobile Liability policy (CA 00 01, CA 00 05, CA 00 12, CA 0020), with limits not less than \$1,000,000 each accident and \$1,000,000 each occurrence. If the Work involves transportation of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Subcontractor shall provide pollution auto coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48), and the Motor Carrier Act endorsement (MCS 90). Any statutorily required "No-Fault" benefits and uninsured/underinsured motorist coverage shall be included.
- iv. **Commercial General Liability Insurance** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard and shall be maintained for ten years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less. The limits of such insurance shall not be less than:
 - 1. \$2,000,000 each Occurrence
 - 2. \$4,000,000 aggregate for products-completed operations
 - 3. \$4,000,000 general aggregate limit, which shall apply separately and be reinstated annually.

The policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work.

- v. **Umbrella/Excess Liability Insurance** written on an occurrence basis in excess of the Commercial General Liability, Employer's Liability, and Business Auto Liability Insurance identified above, and which is at least as broad as each and every one of the underlying policies. The umbrella/excess liability policies shall be written on a "drop-down" and "following form" basis, with only such exceptions as Contractor shall expressly approve in writing. The amounts of insurance required herein may be satisfied by purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified below for these types when added to the limit for this Section.

Subcontractor's umbrella/excess liability insurance shall have limits not less than the following, depending on scope of Work:

- 1. Concrete, Masonry, Excavation, Demolition, Foundation, and all other structural work: \$5 million
- 2. HVAC, Plumbing, Electrical, and all other trades: \$3 million

Such insurance shall be maintained for ten years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less.

- vi. **Professional Liability Insurance**, insuring against professional errors and omissions arising from the Work (including Services) on the Project by any party providing construction management, architectural, engineering, and/or surveying services, and/or any party whose Work or Services involves the preparation of plans or drawings, with limits

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not less than \$3,000,000 per claim and \$3,000,000 annual aggregate. Such policy shall not contain any exclusions directed toward any types of projects, materials, services, or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or non-renewal the discovery period for insurance claims will be at least 5 years or otherwise as by agreement with Contractor. Coverage shall include, but not be limited to:

1. Insured's interest in joint ventures, if applicable;
 2. Construction Management must be listed as a Professional Service covered by the policy without being subject to limitation by a specific definition (for Construction Managers only);
 3. Technology Services must be listed as a covered service with respect to BIM hosting and management responsibilities (for Projects utilizing BIM); and
 4. Limited contractual liability.
- vii. **Pollution Liability Insurance.** if the Work being performed involves abatement, removal, replacement, repair, enclosure, encapsulation, and/or disposal of any hazardous material or substance. Coverage shall be provided on an occurrence basis with limits of \$3,000,000, and shall include coverage for liability to third parties for bodily injury, property damage, remediation, and clean-up costs arising from pollution events or conditions on, at, under, or migrating from the Project site and from transportation and disposal of pollutants and/or anything contaminated by pollution. This insurance must be maintained for at least 10 years after substantial completion and acceptance of the Project.
- viii. **Contractor's Equipment Insurance** provided on an "all risk" form, covering all risk of physical damage to equipment provided for use at the Project site by Subcontractor, whether owned, leased, rented, borrowed or used at the Project site. Subcontractor waives its rights of recovery against Owner, Contractor and each of their respective officers, employees, consultants and agents including, but not limited to, the Board and each Owner and Contractor Representative, as to any damage or loss which may occur to its equipment to the extent covered by insurance. Subcontractor will ensure that the insurance company providing such coverage specifically agrees to this waiver. If uninsured, Subcontractor will hold harmless the aforementioned parties for loss or damage to its tools and equipment.

c. **General Insurance Requirements Applicable to this Section.** The following requirements are applicable to the insurance coverages required under this Section II, except to the extent otherwise indicated.

- i. **Insurer Requirements.** All policies of insurance shall be placed with insurers acceptable to Contractor. The insurance underwriter(s) must be duly licensed to do business in the state where the Work is to be performed and (other than for workers' compensation) must have a rating of A- XV or better in the most recent edition of Best's Insurance Reports or otherwise satisfactory to Contractor. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Contractor, warrant such increase. Subcontractor shall increase required insurance amounts upon direction by Contractor.
- ii. **Additional Insureds.** Except with regard to Workers' Compensation and Professional liability insurance (where applicable), all insurance required by this Section shall name the following parties as additional insureds: Owner, Contractor and their respective subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, consultants, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured status must be provided on ISO forms CG 20 10 and CG 20 37.
- iii. **Primary and Non-Contributory.** Each policy required in this Section, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured

retention carried or held by Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

- iv. **Waiver of Subrogation.** To the fullest extent permitted by law, Subcontractor will require all insurance policies required by this Section to include clauses stating each insurer will waive all rights of recovery. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.
- v. **Self-Insured Retentions.** None of the insurance required of this Section shall be subject to any self-insured retention greater than \$250,000 without Contractor's written approval.
- vi. **No Limitation.** Nothing in this Section shall be construed as limiting in any way the extent to which Subcontractor may be held responsible for payment of damages resulting from their operations. Subcontractor's obligations to procure insurance are separate and independent of and shall not limit Subcontractor's contractual indemnity and defense obligations. Contractor does not represent that coverages and limits required in this Contract will necessarily be adequate to protect Subcontractor.
- vii. **Subcontract Agreements.** Subcontractor shall by appropriate written agreements flow down the requirements for i) the waiver of subrogation for all required insurance, and ii) additional insured coverage for all required insurance and iii) other requirements of this Section to all tiers of Sub-subcontractors for all insurance required of such Sub-subcontractors by Subcontractor for the Work.
- viii. **Contractor's Right to Procure Insurance.** Subcontractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Subcontractor fails to maintain insurance, Contractor may take out comparable insurance, and deduct and retain amount of premium from any sums due Subcontractor under the Contract Documents. If the Aggregate Limits on any Subcontractor's insurance policy are no longer available, Subcontractor must notify Contractor and immediately, at Subcontractor's expense, purchase replacement coverage to meet insurance requirements as specified in this Section. Alternatively, the Subcontractor's failure to maintain the required insurance may result in termination for Default.
- ix. **Certificates of Insurance.**
 - 1. Subcontractor shall furnish Contractor with certificates of insurance ("COI") completed by a duly authorized representative evidencing coverage required under this Section. Such COIs shall be delivered to Contractor before any Work hereunder is commenced by Subcontractor and annually thereafter on or before the policy effective dates of Subcontractor's policies.
 - 2. Failure of the Contractor to demand such COIs or other evidence of full compliance with these insurance requirements, or failure of the Contractor to identify a deficiency from evidence provided, will not be construed as a waiver of the Subcontractor's obligation to maintain such insurance. Contractor's acceptance of any COI evidencing the required coverages and limits does not constitute approval or agreement by the Contractor that the insurance requirements have been met or that the insurance policies shown in the COI are in compliance with the requirements.
 - 3. Contractor has the right, but not the obligation, of prohibiting Subcontractor from entering the Project Site until Contractor receives all COIs or other evidence that insurance has been placed in complete compliance with these requirements.
 - 4. If any of the coverages are required to remain in force after Substantial Completion, Subcontractor shall submit an additional COI evidencing

continuation of such coverage with its final billing and at each subsequent renewal of Subcontractor's insurance.

5. **Declarations Pages Required.** In addition to the foregoing, Subcontractor or its insurance broker shall submit a copy of the Declarations page for each policy required by this Section. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

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