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STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION

IN RE: ASHLEY SQUARE JACKSONVILLE, LTD.

FHFC CASE NO. 2021-XXXVW 2022-003VW
Application No. 2019-167S
RFA No. 2018-116

PETITION FOR WAIVER OF FLORIDA ADMINISTRATIVE CODE RULE 67-48.0072(17)(f)

Petitioner, Ashley Square Jacksonville, Ltd., as Applicant/Owner, pursuant to section 120.542, Florida Statutes, and chapter 28-104, Florida Administrative Code, petitions Florida Housing Finance Corporation (Florida Housing) for a waiver pertaining to the scope of work a general contractor may perform ("GC Self Performance") in Rule 67-48.0072(17)(f), Florida Administrative Code. In support of this Petition, Petitioners state:

A. Petitioners and the Development

1. The name, address, telephone, and email address for Petitioner are:

Ashley Square Jacksonville, Ltd.
5300 West Cypress Street
Suite 200
Tampa, Florida 33607
Telephone: (813) 384-4825
Email: swilson@blueskycommunities.com

Petitioner Ashley Square is the Applicant/Owner.

2. The contact information for Petitioner's counsel is:

Michael Donaldson
Carlton Fields
215 S. Monroe Street, Suite 500
Tallahassee, Florida 32301
Telephone: 850-513-3613
Email: mdonaldson@carltonfields.com
On behalf of Ashley Square Jacksonville, Ltd.

3. On November 11, 2018, Petitioner submitted an application in response to RFA 2018-116 for SAIL Financing of Affordable Multifamily Housing Developments to be Used in Conjunction with Tax-Exempt Bonds and Non-Competitive Housing Credits (the "RFA") and was assigned Application No. 2019-167S (the "Application") seeking a State Apartment Incentive Loan ("SAIL") program loan in the amount of $6,500,000, an Extremely Low Income ("ELI") loan in the amount of $600,000 and a National Housing Trust Fund loan in the amount of $1,426,800 to assist in the construction of a 120-unit development located in Duval County, Florida, known as Ashley Square (the "Development"). Applicant also applied to Florida Housing Finance Corporation ("Florida Housing") for Non-Competitive Housing Credits in the annual amount of $933,400 as part of its Application as required by the RFA. The Applicant received an invitation into credit underwriting from Florida Housing on May 13, 2019, which was accepted by Applicant on May 14, 2019.

4. Here is the requested background information regarding the Development:

Application Number:	2019-176S
RFA No.	2018-116
Development Name:	Ashley Square
Applicant/Borrower:	Ashley Square Jacksonville, Ltd.
Developer/Principal:	Blue Sky Communities LLC & Cathedral Foundation of Jacksonville, Inc.
Number of units:	120
County of Development:	Duval
Development/Type:	Mid-Rise 5 to 6 stories
Set Asides:	10% of residential units at 33% of AMI, 90% of residential units at 60% of AMI
Demographics:	Elderly, non ALF
Funding Amounts:	SAIL loan in the amount of $6,500,000, ELI loan in the amount of $600,000 and a NHTF loan in the amount of $1,426,800; Non-Competitive Housing Credits in the annual amount of $933,400

B. Type of Waiver

5. The waiver being sought is permanent in nature.

C. Rule For Which a Waiver Is Requested

6. Petitioner requests a waiver of Rule 67-48.0072(17)(f), F.AC., which requires the General Contractor to meet the following condition:

> (f) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor.

7. To the extent necessary under the Rules and Florida law, Applicant also requests a waiver for the comparable language set forth in the Applicant's certification and acknowledgement form;

8. The Rule, as well as the Applicant's certification and acknowledgement form, prevents GC Self-Performance of work normally performed by subcontractors.

D. Statutes Implemented by the Rule

9. The Rule implements, among other sections of the Florida Housing Finance Corporation Act, section 420.5089, F.S., relating to the State Apartment Incentive Loan Program, and section 420.5099, F.S., relating to the allocation of Low-Income Housing Tax Credits.

E. Justification for Granting the Requested Waiver From the Rule

10. Under Section 120.542(1), Florida Statutes, Florida Housing has the authority to grant waivers to or variances from its requirements when strict application of the requirements would lead to unreasonable, unfair, and unintended consequences in particular instances. Specifically, section 120.542(2) states:

> Variances and waivers shall be granted when ***the person subject to the rule demonstrates*** that the purpose of the underlying statute will be or has been achieved by other means by the person and when application of a rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, ***"substantial hardship" means a demonstrated economic***, technological, legal, or other type of ***hardship to the person requesting the variance or waive***r. For purposes of this section,

> "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

11. Petitioner is the Applicant for the Ashley Square Project ("Project") and is subject to the Rule. Petitioner requests a waiver of the Rule, as well as any equivalent requirement in the Applicant's certification and acknowledgement form, prohibiting GC Self-Performance for certain scopes of work on the Project.

12. On May 15, 2020, Petitioner entered into a AIA A102-2017 Standard Form of Agreement with the General Contractor, NEI, where the basis of the payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price ("Ashley Square Contract"). A copy of the Ashley Square Contract is attached hereto as Exhibit "A." Attached as Exhibit E to the Ashley Square Contract is the "Project Schedule of Values" prepared by NEI establishing the Cost of the Work for the Project.

13. When preparing the Schedule of Values, NEI utilized a multitude of bids obtained in April and May 2020 from various potential subcontractors. More specifically, on April 13, 2020, NEI obtained a bid from Kancor Building Solutions, LLC ("Kancor"), to provide a turn-key rough carpentry package, including, but not limited to all the required lumber for the Project (excluding the supply of roof trusses). As can be seen from the Kancor proposal attached hereto as Exhibit "B," Kancor quoted $743,730 for "Framing Labor, Nails," $724,000 for "Lumber, Rough Hardware, Management," plus General Conditions.[1] While Kancor excluded trusses, from its rough carpentry bid, roof trusses are part of a turn-key rough carpentry package so NEI obtained a price of $274,244 for the required wood trusses, bringing the total rough carpentry costs to $1,860,868 (Kancor proposal, including Kancor General Conditions, plus roof trusses from a separate supplier). On May 8, 2020, NEI also obtained a second turn-key rough carpentry bid,

[1] Kancor also provided quotes for a Turn-Key Drywall package and a TPO Roof, both of which are unrelated to the Rough Carpentry package.

including all Project lumber, from National Lumber in the amount of $1,780,494.59. A copy of the National Lumber proposal is attached hereto as Exhibit "C." Based on these proposals, NEI's Schedule of Values identified the complete "Rough Carpentry" Cost of the Work to be $1,860,868.

14. Petitioner and NEI executed the Ashley Square Contract on May 15, 2020, however, the Project did not achieve financial close until *November 20, 2020*. As such, NEI was not able to begin executing subcontracts with the various subcontractors until the very last part of 2020, approximately ***seven (7) months*** after initial bids were obtained and the Schedule of Values was established.

15. Immediately upon financial closing, NEI sought to formally subcontract for a turn-key rough carpentry package. On November 30, 2020, NEI obtained a turn-key rough carpentry bid from Turnkey Lumber Corp. ("TLC").[2] As can be seen in the TLC proposal, TCP quoted $2,682,000 for the identical rough carpentry package (framing labor, lumber, trusses, framing hardware). This is an increase of approximately $800,000 from the proposals received in early 2020. A copy of the TLC proposal is attached hereto as Exhibit "D."

16. In January 2021, NEI believed it was going to be able to successfully contract with US Framing International, LLC ("US Framing") for the turn-key rough carpentry package, on budget with the rough carpentry Cost of Work in the Schedule of Values. See attached Letter of Intent dated January 18, 2021 from NEI to US Framing evidencing NEI's intent to award US Framing a turn-key rough carpentry package for $1,878,700. Unfortunately, US Framing advised that it was not willing to guarantee its material pricing and delivery schedule associated with the rough carpentry package. In addition to refusing to guarantee its material pricing, US Framing made unreasonable contract demands to protect itself from the increased lumber price escalation.

[2] While NEI had initial discussions during this timeframe with Kancor, Kancor became non-responsive, raising concerns regarding its ability to timely perform the work and supply the necessary labor for the Project. As such, and as further explained in paragraphs 14, 15 and 16, NEI was forced to obtain proposals from other potential subcontractors.

17. On February 26, 2021, NEI obtained yet another turn-key rough carpentry proposal from National Lumber (one of the original entities utilized by NEI when establishing the rough carpentry Schedule of Values amount). National Lumber's proposal for the identical scope of work increased from $1,780,494.59 to $2,495,259. A copy of National Lumber's February 26, 2021 proposal is attached hereto as Exhibit "E."

18. As evidenced from the above and attached, NEI was facing a substantial economic hardship as the rough carpentry was going to cost *at least* $600,000 more than originally anticipated. To lessen this significant adverse economic impact, instead of seeking a turn-key rough carpentry package, NEI broke out the package and contracted with separate entities. NEI subcontracted with DD&C to provide the framing labor, with Ridgway Truss for the supply of the trusses, and with Bridgewell Resources for the supply of the critical lumber and hardware. A copy of these subcontracts is attached as composite Exhibit "F." To recognize the cost benefit of breaking up the turn-key rough carpentry package into multiple smaller packages, NEI was forced to provide in-house labor at a cost of $175,173.74. These labor costs were calculated at the agreed upon labor rates provided for in the Ashley Square Contract. The total cost of the above subcontracts, as well as the self-performed labor provided by NEI equals $2,401,148. Thus, by breaking up the rough carpentry package, NEI was able to mitigate approximately $100,000.00 of losses on the Project. Additionally NEI is still facing a substantial economic hardship in the form of approximately $500,000 of excess costs associated with the rough carpentry scope of work.

19. The increased cost of the rough carpentry is directly related to the increased costs of lumber. Due to the COVID pandemic, which has resulted in severe material and supply issues, the price of lumber has increased dramatically. When Petitioner and NEI executed the Ashley Square Contract in May 2020, the lumber price index was $353.80. When NEI executed the lumber purchase order with Bridgewell Resources, the lumber price index was $878.90, a ***248%*** increase.

20. In an effort to offset the remaining approximately $500,000 of economic impact, NEI is proposing to self-perform a small percentage of the following scopes of work:

- Windows: $71,894
- Cabinets: $67,433
- SWPPP Maintenance: $59,360
- Drywall/Painting: $72,000

Attached hereto as Exhibit "G" is a Quote Comparison demonstrating the costs savings to NEI associated with rough carpentry, as well as the four additional scopes identified above, and explained in further detail below.

21. With respect to the windows, NEI received two proposals from Berger Windows and ABC Supply (with installation from MDH Jax) for the supply *and* installation of windows at a price of $385,309 and $335,736, respectively. NEI was able to purchase the windows (a long lead item due to the COVID pandemic) directly from a separate supplier, Two Rivers, at a cost of $195,000. Self-performing a portion of the installation at an estimated, not to exceed, labor cost of $71,894 (for a total window supply and installation cost of $266,894), represents a cost savings of $68,842 and allows NEI to offset a portion of the financial hardship associated with the increased lumber related costs.

22. NEI is also able to offset a portion of the financial losses by purchasing the cabinets separately and self-performing a portion of the labor for their installation. NEI received two proposals from Builders First Source and National Cabinets for the supply and installation of the cabinetry at a price of $589,854 and $552,008, respectively. By purchasing the cabinetry from Berthos Interiors, LLC for $421,500 and self-performing the labor at a not to exceed labor cost of $67,433, NEI is able to secure the cabinetry supply and installation for $488,933. This represents a cost savings of $63,075 and is a significant mitigation of its approximately $500,000 financial hardship associated with the increased lumber related costs.

23. NEI is also able to offset a substantial portion of the losses by self-performing a small percentage of labor associated with drywall/painting. NEI received two proposals from AM Drywall Contractors and Ivester Drywall & Painting, Inc. at a price of $1,463,506 and $1,425,450, respectively. NEI is able to subcontract with Florida Paints/LV Profession Services for $1,168,298,

and self-perform $72,000 worth of labor to reduce the total cost of the drywall/painting to $1,240,298. This represents a cost savings and mitigation of $185,152 associated with the increased lumber related costs.

24. With respect to Daily Street Sweeping/SWPPP Maintenance, by self-performing the labor associated with said maintenance, NEI can reduce the costs from $75,818.40 to $59,360. This represents a cost savings and mitigation of $16,458.40 associated with the increased lumber related costs.

25. In addition to the waiver being sought for the scopes of work identified in the Quote Comparison Exhibit and explanation above, NEI will be self-performing work in disciplines that would *not* "normally [be] performed by subcontractors," including, but not limited to the following:

- Maintaining the MOT Plan
- Punch List
- Material Procurement and Distribution of items directly purchased by NEI

26. NEI believes that they may have standing to invoke Exhibit D, paragraphs 2 and 4 of the Ashley Square Contract and submit the more than $600,000 of increased price escalation costs to the Applicant (i.e., Owner) and request a formal Contract Change Order. Exhibit D to the Ashley Square Contract states, in part:

> 2. A project start of October 1, 2020 has been assumed. Delays beyond 30 days will require a review of material escalation.[3]
>
> 4. This proposal is based on current industry-standard material and labor pricing. NEI reserves the right to review ongoing and indeterminate effects of COVID-19 pandemic as they pertain to unusual delays, material and labor shortages, manpower density limitations, supply chain disruptions, shipping restrictions, governmental/municipality delays, etc.

Should NEI go down this path, it believes it is contractually entitled to a Change Order, in which its fourteen (14%) General Conditions/Overhead/Fee is contractually mandated. Going down this

[3] As set forth above, financial close did not take place until November 20, 2020.

path is not in the best interest of the Petitioner/Applicant and Florida Housing, nor does it serve the underlying purpose of the relevant statutes. Additionally, it would then place a significant financial hardship on the Applicant.

27. Petitioner and NEI have been working with staff and understand and intend to comply with the purpose of the rule in question and agree to the following conditions:

A. All costs for the self-Perform Labor attributable to affordable units will be at cost with no profit built in.

B. The GC Fee on the Self-Perform labor scope identified in the Petition will be capped at 10%.

C. An independent CPA will confirm/audit all labor hours and rates for all Self-Perform labor identified in this Petition.

D. As part of the cost certification process, in additional to confirming/auditing all Self-Perform labor noted in item C, an independent CPA will confirm and/or verify an additional 40% of the development's costs per the final cost certification application package.

28. Under section 120.542(1), Florida Statutes, and chapter 28-104, Florida Administrative Code, Florida Housing has the authority to grant waivers to its rule requirements when strict application of the rules would lead to unreasonable, unfair and unintended consequences, in particular instances. Waivers shall be granted when the person who is subject to the rule demonstrates that the application of the rule would: (l) create a substantial hardship or violate principles of fairness, and (2) the purpose of the underlying statute has been or will be achieved by other means by the person. § 120.542(2), Fla. Stat. (2018).

29. In this instance, Petitioner meets the standards for a waiver of the Rule, and its prohibition against GC Self-Performance provided in the Rule. The requested waiver will not adversely affect the Development or Florida Housing and will ensure that 120 much needed

affordable housing units will be made available for a vulnerable segment of the population in Duval County, Florida. The strict application of the Rule and the prohibition against GC Self-Performance will create a substantial hardship for Petitioner because it would substantially increase the cost of the Project, and delay the delivery of these much-needed units in Duval County if additional subcontracted labor is required to be hired. Further, the waiver will serve the purposes of the Statute and the Act, because one of the Act's primary purposes is to facilitate the availability of decent, safe and sanitary housing in the State. Moreover, the Statute was enacted, in part, to encourage private and public investment in facilities for persons of low-income. By granting this waiver, Florida Housing will recognize the goal of increasing the supply of affordable housing through private investment in persons of low-income and recognizing the economic realities and principles of fundamental fairness in developing affordable housing. See s. 420.5099(2), *Fla. Stat.*

F. Action Requested

WHEREFORE, Petitioner respectfully requests that Florida Housing:

(i) Grant the requested waiver of Rule 67-48.0072(17)(f), and to the extent required, the Applicant's certification and acknowledgement form, for the scopes of work identified herein, as applicable;

(ii) Grant this Petition and all of the relief requested herein, including but not limited to NEI's ability to recover its legally identified markup pursuant to Florida Administrative Code Rule 67-48.0072(16)(b) and the Ashley Square Contract; and

(iii) Grant such further relief as may be deemed appropriate.

Respectfully submitted this 5th day of January, 2022.

Michael Donaldson

.

Michael Donaldson
Florida Bar No. 0802761
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215 South Monroe Street, Suite 500
Tallahassee, FL 32301

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E-mail: mdonaldson@carltonfields.com
Secondary: rcbrown@carltonfields.com

Counsel for Ashley Square Jacksonville, Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the Petition for Waiver is being served by electronic transmission for filing with Ana McGlamory, Agency Clerk (CorporationClerk@floridahousing.org) and Hugh Brown, General Counsel (Hugh.Brown@floridahousing.org) for the Florida Housing Finance Corporation, at 227 North Bronough Street, Tallahassee, Florida 32301, with a copy served via electronic transmission on the Joint Administrative Procedures Committee, at (JAPC@leg.state.fl.us), at 680 Pepper Building, 111 W. Madison Street, Tallahassee, FL 32399, this 5th day of January, 2022.

/s/ Michael P. Donaldson
Michael P. Donaldson

AIA® Document A102™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 15 day of May in the year 2020
(In words, indicate day, month and year.)

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

Ashley Square Associates, LLC
5300 W. Cypress St., Suite 200
Tampa, Florida 33607

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

NEI General Contracting
2707 Rew Cir,
Ocoee, FL 34761

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

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

The overall Project Scope will consist of 120 Apartment Units above two (2) levels of Parking. The Site is roughly 210 feet wide by 210 feet deep and just over one (1) acre in total site area. The Property is bounded by Beaver Street on North, Newnan Street on the East and Ashley Street to the South. There is an existing lot and adjacent building to the West. Construction is anticipated to be wood frame for four (4) Residential Levels above two (2) levels of Cast-in-place Structure for the Parking and Amenity Areas. Overall building height is to be six (6) stories with Lower Level Garage partially underground.

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

PQH Group Design, Inc
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32216

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.

The parties should complete A102™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 16.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of

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workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 4 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 4.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

The Owner may elect to issue a limited Notice to Proceed in order to allow Contractor to order certain long lead items. In such event, the date of commencement will be the date of the Notice to Proceed and not the date of any limited Notice to Proceed issued.

§ 4.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 4.3 Substantial Completion

§ 4.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than five hundred forty (540) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 4.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 4.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 4.3, liquidated damages, if any, shall be assessed as set forth in Section 5.1.6.

ARTICLE 5 CONTRACT SUM

§ 5.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor's Fee.

§ 5.1.1 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work, or other provision for determining the Contractor's Fee.)

Six percent (6%) for general conditions/requirements, six percent (6%) for profit, two percent (2%) percent for overhead as authorized by Exhibit C.

§ 5.1.2 The method of adjustment of the Contractor's Fee for changes in the Work:

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Eight percent (8%) of the cost of the changed work in the Change Order

Any Change Order that does not result in an increase in the GMP shall include 14% of the cost of the changed work as fee. However, if it is necessary to utilize Owner's contingency to fund the Change Order, the Change Order shall only include 8% of the Cost of the Work as Contractor's Fee.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Five percent (5%) for materials, and ten percent (10%) for the Cost of the Work of each Change Order.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed seventy-five percent (75 %) of the standard rental rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)
N/A		

§ 5.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Notwithstanding anything to the contrary in any other Contract Documents, Contractor shall achieve Substantial Completion of the Work by no later than 540 calendar days (the "Substantial Completion Date") following the Date of Commencement. Time is of the essence to the Contract Documents and all obligations thereunder, including but not limited to the date of Substantial Completion.

In the event the Contractor does not achieve Substantial Completion of the Work on or before the Substantial Completion Date, Contractor shall pay Owner, forty five dollars $ 45.00 per unit per day as agreed liquidated damages, subject to adjustment as provided herein for each calendar day beyond Substantial Completion Date set forth herein that the Work is not "Substantially Completed" (as r defined above) by the applicable date. Only units not completed and turned over for use by residents shall be counted for the per-unit-per-day liquidated damages calculations. The parties acknowledge and agree that the actual delay damages which they will suffer in the event of a delay in achieving Substantial Completion of all or a portion of the Project, are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the other is expected to suffer in the event of such delay and are the sole and exclusive remedy for any and all such delays by the other and are in lieu of and are not in addition to actual delay damages, including but not limited to any lost tax credits by Owner due to delays in the Substantial Completion of the Work by the Substantial Completion Date.

§ 5.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Eighteen Million, Five Hundred Thousand Dollars and Zero Cents ($ 18,500,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

§ 5.2.2 Alternates

§ 5.2.2.1 Alternates, if any, included in the Guaranteed Maximum Price:

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Item	Price
N/A	

§ 5.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 5.2.3 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
N/A	

§ 5.2.4 Assumptions, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption.)

See Exhibit D.

§ 5.2.5 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.2.6 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 5.2.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 5.2.4 and the revised Contract Documents.

§ 5.2.7 Notwithstanding any other provision of this Agreement, Contractor acknowledges that it will be subject to a General Contractor Cost Certification (hereinafter "GCCC") as described in Exhibit C with respect to this Agreement. Contractor shall comply with each provision of Exhibit C at all times and shall fully cooperate with Owner and its agents in completing the GCCC in accordance with Exhibit C.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Article 7 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 6.2 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 5, 7 and 8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Contractor's Fee as defined in Section 5.1.1 of this Agreement.

§ 6.4 If no specific provision is made in Article 5 for adjustment of the Contractor's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Article 5 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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ARTICLE 7 COSTS TO BE REIMBURSED

§ 7.1 Cost of the Work

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work, as set forth in Exhibit C.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs -

As authorized by Exhibit C attached hereto.

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and Exhibit C to this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction, as authorized by Exhibit C.

(Paragraphs deleted)

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items, as authorized by Exhibit C.

(Paragraphs deleted)

§ 7.6 Miscellaneous Costs, as authorized by Exhibit C.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval, only to the extent authorized by Exhibit C.

(Paragraphs deleted)

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 10. If the Owner fails to authorize the transaction in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 10.

ARTICLE 8 COSTS NOT TO BE REIMBURSED; as outlined and in accordance with Exhibit C.

§ 8.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 15;

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.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Contractor's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Article 7;

.5 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Article 7; and

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9 DISCOUNTS, REBATES AND REFUNDS

§ 9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 10 SUBCONTRACTS AND OTHER AGREEMENTS

§ 10.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The Owner may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and Owner with an indication as to which bids the Contractor intends to accept. The Owner then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 10.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

§ 10.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 10.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Contractor in Article 11.

ARTICLE 11 ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals,

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Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 12 PAYMENTS

§ 12.1 Progress Payments

§ 12.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 12.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 12.1.4 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 12.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Contractor's Fee.

§ 12.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 12.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 12.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 12.1.5.3 When the Contractor allocates costs from a contingency to another line item in the schedule of values, the Contractor shall submit supporting documentation to the Architect.

§ 12.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work and for which the Contractor has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 12.1.7 In accordance with AIA Document A201–2007 as amended by the parties and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 12.1.7.1 The amount of each progress payment shall first include:

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.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Contractor's Fee, computed upon the Cost of the Work described in the preceding Sections 12.1.7.1.1 and 12.1.7.1.2 at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 12.1.7.1.1 and 12.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 12.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, as amended by the parties;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, as amended by the parties;

.5 The shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 12.1.8.

§ 12.1.8 Retainage

§ 12.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) of each Application for Payment

§ 12.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 12.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 12.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

After the completed Work has reached 50% of the GMP, no retainage will be deducted from progress payments thereafter, unless the Owner determines in its sole discretion, and the Architect agrees in writing, that the quality of the Work is less than that required by the Contract Documents or that the Project cannot be completed within the Contract Time, at which time the Owner may reinstate retainage at ten percent (10%) of subsequent progress payments.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 12.1.8 with the exception of amounts necessary in the Owner's discretion to the amount of the value of the incomplete work and/or punchlist Work, and any claim for liquidated damages pursuant to Section 5.1.6 herein. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

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(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall compensate the Contractor in additional time and/or extended general conditions, where appropriate any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 12.1.10 Except with the Owner's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 12.1.11 Owner and Contractor agree that Contractor shall withhold retainage of its Subcontractors at the same percentage the Owner is withholding retainage from Contractor until 100% completion of the Work, unless this procedure for withholding Subcontractor retainage is changed by written agreement of Owner.

§ 12.1.12 In taking action on the Contractor's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 12.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 12.2 Final Payment

§ 12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract, except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 12.2.2.

§ 12.2.2 Within 30 days of the Owner's receipt of the Contractor's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 12.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 12.2.2.2 Within seven days after receipt of the written report described in Section 12.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 12.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 12.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 12.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

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§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, and fulfillment of the other conditions for Final Payment as set forth in Article 9.10 of the A201 General Conditions (2007) as amended by the parties.

§ 12.2.4 If, subsequent to final payment, and at the Owner's request, the Contractor incurs costs, described in Article 7 and not excluded by Article 8, to correct defective or nonconforming Work, the Owner shall reimburse the Contractor for such costs, and the Contractor's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 5.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 12.2.4 in determining the net amount to be paid by the Owner to the Contractor.

§ 12.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)
Prime rate as established by Bank of America.

ARTICLE 13 DISPUTE RESOLUTION

§ 13.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to the Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 13.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction, with trial to be decided by the Judge.

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 13.2.1 JURY TRIAL WAIVER

THE PARTIES HERETO CONSENT TO TRIAL BY JUDGE OF ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, AND WAIVE ALL RIGHTS TO TRIAL BY JURY AS TO ANY AND ALL SUCH CLAIMS AND DISPUTES.

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§ 13.2.2 Attorneys' Fees
The parties agree that in any litigation arising from or relating to this Agreement, the prevailing party in such litigation shall recover its reasonable attorney's fees and costs, including all such fees and costs incurred at trial and appellate level.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination

§ 14.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 14.1.2 Termination by the Owner for Cause

§ 14.1.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Contractor under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Contractor to the date of termination;

.2 Add the Contractor's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 14.1.2.2 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 14.1.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 14, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

§ 14.1.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 14.2 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Article 5 and Section 6.4 of this Agreement.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 15.2 The Owner's representative:
(Name, address, email address and other information)

Shawn Wilson
Ashley Square Associates, LLC
5300 W. Cypress Street, Suite 200

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(1298222407)

Tampa, FL 33607

§ 15.3 The Contractor's representative:
(Name, address, email address and other information)

Rich Ionelli
Director of Southeast Construction Operations
NEI General Contracting
2707 Rew Circle
Ocoee, FL 34761
rionelli@neigc.com

§ 15.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 15.5 Insurance and Bonds
§ 15.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 15.5.2 The Contractor shall provide unconditional payment and performance bonds meeting the requirements of F.S. 713.23, and as further set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 15.6
(Paragraphs deleted)
Financing

The parties acknowledge that the enforceability of this Agreement is contingent upon Owner closing on all financing necessary to fund the GMP price. If Owner fails to obtain acceptable financing before the issuance of the Notice to Proceed, this Agreement is null and void and Owner has no liability to Contractor for any damages, including but not limited to costs or lost profits. Contractor agrees that it will cooperate with Owner's lender in submitting all documents requested by lender regarding the lender's review of applications for payment submitted by Contractor.

§ 15.7 Applicable Law

The parties agree that this Agreement will be interpreted pursuant to the laws of the State of Florida.

§ 15.8 Approximately 60 days prior to the first final inspection of any part of any building, Contractor and Owner shall cooperate to develop a Turnover procedure, that will spell out the timeframes for Owner's punch walks and punch list completion.

§ 15.9 Notwithstanding anything to the contrary in the Contract Documents, Contractor shall comply with the requirements of the Florida Housing Finance Corporation's rules and regulations applicable to this Project, a copy of which are attached hereto as Exhibit M.

ARTICLE 16 ENUMERATION OF CONTRACT DOCUMENTS
§ 16.1 This Agreement is comprised of the following documents:

.1 AIA Document A102™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A102™–2017, Exhibit A, Insurance and Bonds

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.3 AIA Document A201™–2017,, General Conditions of the Contract for Construction, as attached as Exhibit A.

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached Exhibit B, Plans and Specifications		

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit B, Plans and Specifications			

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 16.

.8 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

EXHIBIT A - A201-2017 General Conditions, as amended by the parties
EXHIBIT B - List of Plans and Specifications
EXHIBIT C - General Contractor Cost Certification

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EXHIBIT D -	Qualifications and Clarifications for Construction Estimate
EXHIBIT E -	Schedule of Values
EXHIBIT F -	Form of Payment and Performance Bond
EXHIBIT G -	Form of Change Order
EXHIBIT H -	Form of Contractor's Interim Lien Wavier and Release Upon Progress Payment
EXHIBIT I -	Form of Subcontractor's Interim Waiver and Release Upon Progress Payment
EXHIBIT J -	Form of Contractor's Final, Unconditional Lien Waiver and Release Upon Final Payment
EXHIBIT K -	Form of Subcontractor's Final, Unconditional Lien Waiver and Release Upon Final Payment
EXHIBIT L -	Schedule
EXHIBIT M -	Florida Housing Finance Corporation's Rules and Regulations, and Required Features and Amenities

ARTICLE 17 NOTICE REQUIRED FOR CONSTRUCTION DEFECTS UNDER FLORIDA STATUTES CHAPTER 558

§ 17.1 CHAPTER 558 NOTICE OF CLAIM

§ 17.1.1 Chapter 558 Florida Statutes requires that the following notice be given to any person entering into a contract for the design, construction or remodeling of real property:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT, SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

§ 17.1.2 In the event of any claim by Owner relating directly or indirectly, to construction defects, the Contractor and it subcontractor(s) shall have notice and opportunity to inspect the Project and to make the repairs or replacements necessary to remedy the alleged defects. Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Scott Macdonald, Member of the SLP	Joseph Rettman, Principal
(Printed name and title)	*(Printed name and title)*

Init.

/

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Additions and Deletions Report for

AIA® Document A102™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the ____ day of May in the year 2020

...

Ashley Square Associates, LLC
5300 W. Cypress St., Suite 200
Tampa, Florida 33607

...

NEI General Contracting
2707 Rew Cir,
Ocoee, FL 34761

...

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

The overall Project Scope will consist of 120 Apartment Units above two (2) levels of Parking. The Site is roughly 210 feet wide by 210 feet deep and just over one (1) acre in total site area. The Property is bounded by Beaver Street on North, Newnan Street on the East and Ashley Street to the South. There is an existing lot and adjacent building to the West. Construction is anticipated to be wood frame for four (4) Residential Levels above two (2) levels of Cast-in-place Structure for the Parking and Amenity Areas. Overall building height is to be six (6) stories with Lower Level Garage partially underground.

The Architect:

...

PQH Group Design, Inc
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32216

PAGE 2

16 ENUMERATION OF CONTRACT DOCUMENTS

17 NOTICE REQUIRED FOR CONSTRUCTION DEFECTS UNDER FLORIDA STATUTES CHAPTER 558

PAGE 3

[X] A date set forth in a notice to proceed issued by the Owner.

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...

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

The Owner may elect to issue a limited Notice to Proceed in order to allow Contractor to order certain long lead items. In such event, the date of commencement will be the date of the Notice to Proceed and not the date of any limited Notice to Proceed issued.

...

[X] Not later than five hundred forty (540) calendar days from the date of commencement of the Work.

...

Six percent (6%) for general conditions/requirements, six percent (6%) for profit, two percent (2%) percent for overhead as authorized by Exhibit C.
PAGE 4

Eight percent (8%) of the cost of the changed work in the Change Order

Any Change Order that does not result in an increase in the GMP shall include 14% of the cost of the changed work as fee. However, if it is necessary to utilize Owner's contingency to fund the Change Order, the Change Order shall only include 8% of the Cost of the Work as Contractor's Fee.

...

Five percent (5%) for materials, and ten percent (10%) for the Cost of the Work of each Change Order.

§ 5.1.4 Rental rates for Contractor-owned equipment shall not exceed seventy-five percent (75 %) of the standard rental rate paid at the place of the Project.

...

N/A

...

Notwithstanding anything to the contrary in any other Contract Documents, Contractor shall achieve Substantial Completion of the Work by no later than 540 calendar days (the "Substantial Completion Date") following the Date of Commencement. Time is of the essence to the Contract Documents and all obligations thereunder, including but not limited to the date of Substantial Completion.

In the event the Contractor does not achieve Substantial Completion of the Work on or before the Substantial Completion Date, Contractor shall pay Owner, forty five dollars $ 45.00 per unit per day as agreed liquidated damages, subject to adjustment as provided herein for each calendar day beyond Substantial Completion Date set forth herein that the Work is not "Substantially Completed" (as r defined above) by the applicable date. Only units not completed and turned over for use by residents shall be counted for the per-unit-per-day liquidated damages calculations. The parties acknowledge and agree that the actual delay damages which they will suffer in the event of a delay in achieving Substantial Completion of all or a portion of the Project, are difficult, if not impossible, to determine and that the liquidated damages described herein are a fair and reasonable estimate of the delay damages which the other is expected to suffer in the event of such delay and are the sole and exclusive remedy for any and all such delays by the other and are in lieu of and are not in addition to actual delay damages, including but not limited to any lost tax credits by Owner due to delays in the Substantial Completion of the Work by the Substantial Completion Date.

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...

§ 5.2.1 The Contract Sum is guaranteed by the Contractor not to exceed Eighteen Million, Five Hundred Thousand Dollars and Zero Cents ($ 18,500,000.00), subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

PAGE 5

N/A

...

N/A

...

N/A

...

See Exhibit D.

...

§ 5.2.7 Notwithstanding any other provision of this Agreement, Contractor acknowledges that it will be subject to a General Contractor Cost Certification (hereinafter "GCCC") as described in Exhibit C with respect to this Agreement. Contractor shall comply with each provision of Exhibit C at all times and shall fully cooperate with Owner and its agents in completing the GCCC in accordance with Exhibit C.

PAGE 6

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the ~~Work. The Cost of the Work shall include only the items set forth in this Article 7.~~Work, as set forth in Exhibit C.

...

§ 7.2 Labor Costs -
As authorized by Exhibit C attached hereto.

~~§ 7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~

~~§ 7.2.2 Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.~~

~~§ 7.2.2.1 Wages or salaries of the Contractor's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

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~~§ 7.2.3 Wages or salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 7.2.4 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts and Exhibit C to this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed ~~Construction~~Construction, as authorized by Exhibit C.

~~§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.~~

~~§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related ~~Items~~Items, as authorized by Exhibit C.

~~§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.~~

~~§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.~~

~~§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

~~§ 7.5.4 Costs of the Contractor's site office, including general office equipment and supplies.~~

~~§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

§ 7.6 Miscellaneous ~~Costs~~Costs, as authorized by Exhibit C.

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

~~§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

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~~§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the Owner's prior approval.~~

~~§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.~~

~~§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Contractor is required by the Contract Documents to pay.~~

~~§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~

~~§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~

~~§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.~~

~~§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~

~~§ 7.6.7 Costs of document reproductions and delivery charges.~~

~~§ 7.6.8 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Contractor, reasonably incurred by the Contractor after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~§ 7.6.10 Expenses incurred in accordance with the Contractor's standard written personnel policy for relocation and temporary living allowances of the Contractor's personnel required for the Work, with the Owner's prior approval.~~

~~§ 7.6.11 That portion of the reasonable expenses of the Contractor's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior ~~approval.~~approval, only to the extent authorized by Exhibit C.

~~§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.~~

~~§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Contractor, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Contractor, and only to the extent that the cost of repair or correction is not recovered by the Contractor from insurance, sureties, Subcontractors, suppliers, or others.~~

...

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~~ARTICLE 8 COSTS NOT TO BE REIMBURSED~~
ARTICLE 8 COSTS NOT TO BE REIMBURSED; as outlined and in accordance with Exhibit C.
PAGE 8

§ 12.1.3 Provided that an Application for Payment is received by the Architect not later than the 15th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

...

§ 12.1.7 In accordance with AIA Document ~~A201–2017~~ A201–2007 as amended by the parties and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
PAGE 9

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201–2017~~;A201–2017, as amended by the parties;

...

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201–2017~~;A201–2017, as amended by the parties;

...

Ten percent (10%) of each Application for Payment

...

After the completed Work has reached 50% of the GMP, no retainage will be deducted from progress payments thereafter, unless the Owner determines in its sole discretion, and the Architect agrees in writing, that the quality of the Work is less than that required by the Contract Documents or that the Project cannot be completed within the Contract Time, at which time the Owner may reinstate retainage at ten percent (10%) of subsequent progress payments.

§ 12.1.8.3 Except as set forth in this Section 12.1.8.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section ~~12.1.8.~~ 12.1.8 with the exception of amounts necessary in the Owner's discretion to the amount of the value of the incomplete work and/or punchlist Work, and any claim for liquidated damages pursuant to Section 5.1.6 herein. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
PAGE 10

§ 12.1.9 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall ~~pay the Contractor~~ compensate the Contractor in additional time and/or extended general conditions, where appropriate any additional amounts in accordance with Article 9 of AIA Document A201–2017.

...

§ 12.1.11 ~~The Owner and the Contractor shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~ Owner and Contractor agree that Contractor shall withhold retainage of its Subcontractors at the same percentage the Owner is withholding retainage from Contractor until 100% completion of the Work, unless this procedure for withholding Subcontractor retainage is changed by written agreement of Owner.

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§ 12.2.3 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, ~~or as follows:~~and fulfillment of the other conditions for Final Payment as set forth in Article 9.10 of the A201 General Conditions (2007) as amended by the parties.

...

~~%~~
Prime rate as established by Bank of America.

...

[X] Litigation in a court of competent ~~jurisdiction~~jurisdiction, with trial to be decided by the Judge.

...

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 13.2.1 JURY TRIAL WAIVER
THE PARTIES HERETO CONSENT TO TRIAL BY JUDGE OF ALL DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT, AND WAIVE ALL RIGHTS TO TRIAL BY JURY AS TO ANY AND ALL SUCH CLAIMS AND DISPUTES.

§ 13.2.2 Attorneys' Fees
The parties agree that in any litigation arising from or relating to this Agreement, the prevailing party in such litigation shall recover its reasonable attorney's fees and costs, including all such fees and costs incurred at trial and appellate level.
PAGE 12

Shawn Wilson
Ashley Square Associates, LLC
5300 W. Cypress Street, Suite 200
Tampa, FL 33607
PAGE 13

Rich Ionelli
Director of Southeast Construction Operations
NEI General Contracting
2707 Rew Circle
Ocoee, FL 34761
rionelli@neigc.com

...

§ 15.5.2 The Contractor shall provide unconditional payment and performance bonds meeting the requirements of F.S. 713.23, and as further set forth in AIA Document A102™–2017 Exhibit A, and elsewhere in the Contract Documents.

...

§ 15.6 ~~Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

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~~*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format 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.)*~~

Financing

The parties acknowledge that the enforceability of this Agreement is contingent upon Owner closing on all financing necessary to fund the GMP price. If Owner fails to obtain acceptable financing before the issuance of the Notice to Proceed, this Agreement is null and void and Owner has no liability to Contractor for any damages, including but not limited to costs or lost profits. Contractor agrees that it will cooperate with Owner's lender in submitting all documents requested by lender regarding the lender's review of applications for payment submitted by Contractor.

§ 15.7 ~~Other provisions:~~Applicable Law

The parties agree that this Agreement will be interpreted pursuant to the laws of the State of Florida.

§ 15.8 Approximately 60 days prior to the first final inspection of any part of any building, Contractor and Owner shall cooperate to develop a Turnover procedure, that will spell out the timeframes for Owner's punch walks and punch list completion.

§ 15.9 Notwithstanding anything to the contrary in the Contract Documents, Contractor shall comply with the requirements of the Florida Housing Finance Corporation's rules and regulations applicable to this Project, a copy of which are attached hereto as Exhibit M.

PAGE 14

.3 AIA Document ~~A201™–2017,~~ A201™–2017,, General Conditions of the Contract for ~~Construction~~Construction, as attached as Exhibit A.

...

See attached Exhibit B, Plans and Specifications

...

See attached Exhibit B, Plans and Specifications

...

EXHIBIT A -	A201-2017 General Conditions, as amended by the parties
EXHIBIT B -	List of Plans and Specifications
EXHIBIT C -	General Contractor Cost Certification
EXHIBIT D -	Qualifications and Clarifications for Construction Estimate
EXHIBIT E -	Schedule of Values
EXHIBIT F -	Form of Payment and Performance Bond
EXHIBIT G -	Form of Change Order
EXHIBIT H -	Form of Contractor's Interim Lien Wavier and Release Upon Progress Payment
EXHIBIT I -	Form of Subcontractor's Interim Waiver and Release Upon Progress Payment
EXHIBIT J -	Form of Contractor's Final, Unconditional Lien Waiver and Release Upon Final Payment
EXHIBIT K -	Form of Subcontractor's Final, Unconditional Lien Waiver and Release Upon Final Payment
EXHIBIT L -	Schedule
EXHIBIT M -	Florida Housing Finance Corporation's Rules and Regulations, and Required Features and Amenities

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ARTICLE 17 NOTICE REQUIRED FOR CONSTRUCTION DEFECTS UNDER FLORIDA STATUTES CHAPTER 558

§ 17.1 CHAPTER 558 NOTICE OF CLAIM

§ 17.1.1 Chapter 558 Florida Statutes requires that the following notice be given to any person entering into a contract for the design, construction or remodeling of real property:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

§ 17.1.2 In the event of any claim by Owner relating directly or indirectly, to construction defects, the Contractor and it subcontractor(s) shall have notice and opportunity to inspect the Project and to make the repairs or replacements necessary to remedy the alleged defects. Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

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Scott Macdonald, Member of the SLP

Joseph Reitman, Principal

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael K. Wilson, Esq., hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:58:47 ET on 05/13/2020 under Order No. 1711857376 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A102™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed) for Michael K. Wilson

PARTNER

(Title)

5/15/20

(Dated)

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AIA® Document A102™ – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of May in the year 2020
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

THE OWNER:
(Name, legal status and address)

Ashley Square Associates, LLC
5300 W. Cypress St., Suite 200
Tampa, FL 33607

THE CONTRACTOR:
(Name, legal status and address)

NEI General Contracting, Inc.
2707 Rew Cir.
Ocoee, FL 34761

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

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§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, its lenders, and Tenant, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, its lenders, and Tenant as an additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 33 04 13, CG 20 37 04 13.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 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, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy in the amount of ten million dollars ($10,000,000.00) under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 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.

§ A.3.2.4 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 such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 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 ($) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars ($ 5,000,000.00) per claim and five million dollars ($ 5,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.

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§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

For a period of four years following Final Completion of the Project

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

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[ ] **§ A.3.3.2.6 Other Insurance**

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Unconditional Payment Bond	Amount of GMP
Performance Bond	Amount of GMP

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

N/A

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Additions and Deletions Report for
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PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of May in the year 2020

...

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

...

Ashley Square Associates, LLC
5300 W. Cypress St., Suite 200
Tampa, FL 33607

...

NEI General Contracting, Inc.
2707 Rew Cir.
Ocoee, FL 34761

...

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article ~~A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3.~~ A.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

PAGE 2

~~**Causes of Loss**~~ ~~**Sub-Limit**~~

...

~~**Coverage**~~ ~~**Sub-Limit**~~

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§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, ~~the Architect, and the Architect's consultants~~ its lenders, and Tenant, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the ~~Owner~~ Owner, its lenders, and Tenant as an additional ~~insured~~ insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss

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occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 ~~10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~33 04 13, CG 20 37 04 13.

...

§ A.3.2.2.1 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, providing coverage for claims including
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§ A.3.2.2.2 The Contractor's Commercial General Liability policy in the amount of ten million dollars ($10,000,000.00) under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

...

§ A.3.2.3 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.

...

§ A.3.2.6 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 ($) policy limit.

...

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than five million dollars ($ 5,000,000.00) per claim and five million dollars ($ 5,000,000.00) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than one million dollars ($ 1,000,000.00) per claim and one million dollars ($ 1,000,000.00) in the aggregate.
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For a period of four years following Final Completion of the Project
PAGE 7

Unconditional Payment Bond	Amount of GMP
Performance Bond	Amount of GMP

...

N/A

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

THE OWNER:
(Name, legal status and address)

Ashley Square Associates, LLC
5300 W. Cypress St., Suite 200
Tampa, FL 33607

THE ARCHITECT:
(Name, legal status and address)

PQH Group Design, Inc.
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32202

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.

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties; (2) a Change Order; (3) a Construction Change Directive; or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Contractor.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents (whether expressly or by reasonable inference), whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 KNOWLEDGE

The terms "**knowledge**", "**recognize**" and "**discover**", their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes or discovers in exercising the care, skill and diligence required by the Contract Documents. Analogously,

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the expression "**reasonably inferable**" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and Applicable Laws (as defined in Section 2.1.9 of the Agreement) or applicable industry standards, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2, 3.4.2, or 3.7.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 In the case of discrepancies between the INSTRUCTIONS TO BIDDERS, DRAWINGS, SPECIFICATIONS or addenda as it relates to each Subcontractor's Work Category responsibilities, the precedence for resolution of such discrepancies shall be as follows (listed in decreasing order of precedence):

.1 ADDENDA
.2 INSTRUCTIONS TO BIDDERS
.3 SPECIAL and OTHER CONDITIONS of SPECIFICATIONS
.4 SUPPLEMENTARY CONDITIONS of SPECIFICATIONS
.5 GENERAL CONDITIONS of SPECIFICATIONS
.6 TECHNICAL SPECIFICATIONS
.7 DRAWINGS

(Paragraphs deleted)

§ 1.6 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.6.1 Except to the extent transferred to the Owner in accordance with the Owner's agreement(s) with the Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

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§ 1.6.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

(Paragraphs deleted)

§ 1.7 Notice

§ 1.7.1 Except as otherwise provided in Section 1.7.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.7.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.8 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.9 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Notwithstanding anything in the Contract Documents to the contrary, for any decision, approval or consent of the Owner to be binding against the Owner it must be in writing and for any Modification that changes the Contract Sum or Contract Time to be valid it must be signed by either the Owner's Designated Representative or Chief Executive Officer.

(Paragraph deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by 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. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements,

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assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner has retained an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations of known utilities for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner, except as otherwise provided therein or in the Contract, but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.6.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Nothing herein shall be deemed to limit the Owner's rights with respect to termination as set out in Article 14 herein.

§ 2.5 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 ten-day period after receipt of 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 the Owner may have, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses (including attorneys' fees) and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Rapid Response to Emergencies

If the Contractor neglects to prosecute the Work properly or to perform any provision of the Contract Documents, or does, or omits to do, anything, whereby the safety or proper construction may be endangered or whereby damage or injury may result to person or property, and such circumstances are judged by Owner to create a bona fide emergency, then the Owner, after twenty-four (24) hours' written notice to the Contractor, may, but shall not be obligated to, without prejudice to any other right or remedy of the Owner, take such action as the Owner deems necessary or desirable to endeavor to correct such condition, and may deduct the cost thereof arising from Contractor's neglect, negligence, or willful misconduct from the amounts then due or thereafter due the Contractor. No action taken by the Owner pursuant to this Section 2.6 shall affect or diminish any of the Owner's other rights or remedies under the Agreement, at law or in equity, nor shall it relieve the Contractor from any liability under this Agreement arising from its actions or omissions.

§ 2.7 Extent of Owner's Rights

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The rights and remedies stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any other rights and remedies of the Owner: (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The Contractor may from time to time change its designated representative with ten (10) days' prior written notice to the Owner. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents, and also in accordance with approved submittals as provided in and subject to Section 3.12 below.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.1.4 The Contractor shall coordinate and hold at least bi-weekly jobsite meetings with the Architect, the Owner and representatives of such Subcontractors and suppliers as the Contractor may deem advisable, for the purpose of: (a) reviewing status of the Work, (b) the progress of the Work as compared to the most recent construction schedule, (c) responses to submittals and requests for information, (d) proposed and pending Change Orders and Construction Change Directives, (e) Applications for Payment, (f) and other items relevant to the Project. The Contractor shall prepare an agenda for each such meeting and deliver the agenda at least three (3) business days in advance of the meeting and, after the meeting, shall prepare minutes of the meeting and deliver such minutes to the Owner and the Architect with reasonable promptness after the meeting. Further, the Contractor shall endeavor to send a representative, with full authority to act on behalf of and bind the Contractor, to the foregoing bi-weekly and to such other meetings and conferences relating to any Work as may be requested from time to time by the Owner.

§ 3.1.5 The Contractor accepts the relationship of trust and confidence established between the Contractor and the Owner by the Agreement and the Conditions of the Agreement. Contractor covenants with the Owner to furnish its best skill and judgement as a general contractor and not as a design professional and to cooperate with the Architect in furthering the interests of the Owner to furnish efficient business administration and superintendence to use its best efforts to furnish at all times an adequate supply of workmen and materials, to perform the Work in an expeditious and economical manner consistent with the interests of the Owner and the requirements of this Agreement.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited and inspected the site, become familiar with local conditions under which the Work is to be performed, correlated personal observations with requirements of the Contract Documents, and evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including: (a) the location, condition, layout and nature of the Project site and surrounding areas, including conditions bearing upon ingress to and egress from the Project site, delivery, handling and storage of materials, disposal of waste, availability of water and electric power, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and sub-surface conditions and materials to be encountered, and the character of equipment and facilities needed prior to and during the execution of the Work; (b) generally prevailing climatic conditions; (c) anticipated labor supply and costs; (d) availability and cost of materials, tools and equipment; and (e) all other matters which can in any way affect the Work or the cost thereof under this Contract. The Contractor shall take reasonable steps to locate prior to performing any Work all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, and pipes.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor discovers, and within the normal function/knowledge of a general Contractor, and not in the role as design professional, (or fails to discover because of the Contractor's negligence , or willful disregard of, the Contract Documents) any errors, inconsistencies, omissions, or discrepancies in the Contract Documents and proceeds with ordering of materials or construction of the Work without obtaining necessary clarification or instruction from the Architect and Owner, the Contractor shall assume full responsibility for such performance and shall bear all costs of correcting and resulting errors, inconsistencies, omissions, or discrepancies in the Work without adjustment of the Guaranteed Maximum Price or the Contract Time.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit a PCO and COR in accordance with Section 7.5. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws.

§ 3.2.5 The Contractor shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. The Contractor represents that it has carefully examined all Drawings and Specifications for the Work to be performed (in its capacity as a general contractor and not as a design professional), that it has made investigations essential to the construction methods for the Project, and that it has the experience and necessary personnel, equipment, and material at its disposal to complete the Work in a good workmanlike manner in accordance with the Contract Documents without defects in materials or workmanship. The Owner and the Contractor acknowledge that questions may arise concerning the level and scope of performance required under the Contract Documents. The Owner and the Contractor will in good faith attempt to resolve such conflicts and uncertainties in a manner that is consistent with the design intent of the Contract Documents and with the intent to do so without adjustment to the Guaranteed Maximum Price or Contract Time.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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 under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 The Contractor shall prepare and maintain daily reports recording the date, weather conditions, deliveries received, Subcontractors on site, general description of work accomplished, problems or conflicts in the field. Said reports shall be maintained at the job site in an orderly manner and available to the Owner, the Architect, and the Owner's representatives for review at any time. The Contractor shall submit the format of such daily report to the Owner for approval prior to commencement of the Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit or submits an alternate product or method in lieu of what has been specified in the Contract Documents, subsections 3.4.2.1 and 3.4.2.2 apply.

§ 3.4.2.1 The Contractor must submit to the Architect and the Owner (a) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (b) a written explanation of the reasons for the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (c) the adjustment, if any, in the Guaranteed Maximum Price, in the event the substitution is acceptable; (d) the adjustment, if any, in the time of completion of the Work and the construction schedule in the event the substitution is acceptable, and (e) an affidavit stating that the proposed substitution conforms and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect and Owner in sufficient time to allow them no less than ten (10) business days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

§ 3.4.2.2 In addition to and without limitation of the requirements of subsection 3.4.2.1, by making requests for substitutions, the Contractor: (a) represents that it has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (b) represents that it will provide the same or better warranty for the substitution as it would have provided for the product specified and the manufacturer will provide the same or better warranty for the substituted product; (c) certifies that the cost data presented is complete and includes all related costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and (d) shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall also be responsible for labor peace on the Project and shall at all times use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide harmony. The Contractor shall be responsible to control any labor disputes that may arise among its employees or the employees of its Subcontractors. Only competent laborers who satisfactorily perform their duties shall be employed on Work. When requested by the Owner or

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Architect, the Contractor, without entitlement to adjustment of the GMP or Contract Time, shall discharge and shall not reemploy on work any person who commits trespass or who is, in the Owner's opinion, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, and will be performed in a good and workmanlike manner and in compliance with Applicable Laws. Work, materials, or equipment (including items specified as sole source) not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special 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 9.8.4. Further, the Contractor hereby assigns to the Owner, on a non-exclusive basis, all third party warranties pertaining to the Work and the materials and equipment incorporated therein that are not issued in the name of the Owner, including warranties of all Subcontractors and suppliers, and, upon completion of the Work, as a condition to final payment, the Contractor shall deliver to the Owner all such warranty documents. The Contractor shall perform the Work in such manner so as to preserve all such warranties. All warranty periods shall commence as of the date of Substantial Completion or the date the Certificate of Occupancy is effective, whichever occurs last, on a floor-by-floor basis. All manufacturer warranties shall be: (i) for a minimum of one (1) year for parts and labor and (ii) endorsed to provide that the warranty shall recommence and be reinstated in full in connection with, and on completion of, any corrective work required in connection with any item covered by such warranty.

§ 3.5.3 The Contractor's warranties given herein are not in derogation of such longer warranties as may be provided by the Contractor's Subcontractors, suppliers and the manufacturers of equipment and materials incorporated into the Project. Further, the Contractor's warranties will not be affected or limited by the terms of any manufacturer's warranty that has lesser terms or otherwise. The Contractor is responsible for ensuring that all warranties and guarantees required by the Contract Documents for materials, systems, equipment and work provided to and incorporated into the Work shall be issued in the name of and for the benefit of the Owner. The Contractor shall perform the Work in such a manner so as to preserve any and all such warranties. The Contractor shall assist the Owner without charge in asserting manufacturer and other third party warranty claims.

§ 3.5.4 The Contractor is responsible for any Subcontractor's nonperformance of warranty Work. The refusal of a Subcontractor or supplier to correct defective Work for which it is responsible will not excuse the Contractor from performing under the Contractor's warranty.

§ 3.5.5 The Contractor shall deliver to the Owner three (3) bound volumes of all guarantees and warranties on material furnished by all manufacturers and suppliers to the Contractor and its Subcontractors, with duly-executed instruments properly assigning the guarantees and warranties to the Owner. The guarantees and warranties in each bound volume shall be grouped together by trade and properly indexed. The Contractor shall obtain from manufacturers and suppliers, the guarantees and warranties according to the Contract terms and upon the optimum terms and longest periods reasonably obtainable. The documentation must also describe operational and maintenance activities required to sustain said warranties.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper

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execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 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 appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters prehistoric artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or human remains or recognizes the existence of burial markers, or archaeological sites, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such subsurface operations in the vicinity of the discovery until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Only items clearly specified as "allowances" in the Contract Documents shall be deemed allowances for purposes of this Section 3.8.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.8.4 Contractor shall on the first day of each calendar month submit for Owner's review and approval a log showing amounts spent by Contractor against each allowance. Under no circumstances shall the Contractor incur any costs in excess of 25% more than an allowance amount without the prior written authorization of the Owner.

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§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 If, Owner and Architect agree, the Contractor's superintendent, any other personnel of the Contractor or personnel of Subcontractors, or any laborers by whomever employed, are not qualified to supervise or perform work considered or do not conduct themselves in a proper manner, or are interfering with the operations of any facility on or adjacent on the site of the Work, the Contractor shall cause such persons(s) to be replaced with qualified personnel immediately upon written notice from the Owner, without any additional cost to the Owner and without extension of the Contract Time. Neither the Owner's rights herein, nor the Owner's exercise or failure to exercise such rights, shall relieve the Contractor of the obligations to select, assign, and supervise competent and qualified personnel or otherwise make the Owner responsible for original or replacement personnel.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's initial construction schedule for the Work. This schedule and all updates thereto shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, the date of Substantial Completion, and the dates for completion of punchlist work and the closeout requirements; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule, including all updates thereto, shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor's construction schedule, including all updates thereto, shall include all significant activities required to complete the Work, including all field tasks, significant material deliveries, other off-site constraints such as permits, inspections, approvals, and milestones for start dates, completion dates and availability dates, and other activities the Contractor, the Owner, or the Architect deem significant. The Construction Schedule shall be in time-scaled precedence format with the critical path clearly indicated, and shall indicate Float (as defined in Section 8.2.4 below) values. Tasks shall be broken down into activities that allow monitoring their monthly progress. The Contractor shall submit monthly an updated schedule accurately reflecting progress achieved and any changes in the Contractor's planned activities. The Contractor shall give specific notice to the Owner and its consultants of any change in the logic of the schedule or any part thereof, or the removal of any restraints, or the deduction of any duration. If any schedule update shows that the progress of the Work is delayed in comparison to the prior construction schedule, the Contractor shall, if required by the Owner, provide a proposed "recovery schedule" showing how the Contractor proposes to correct the delay, including overtime and additional labor. No schedule updates shall modify the milestone dates contained in the initial construction schedule or subsequently agreed to by the Parties in any update thereto ("**Milestone Dates**"), the Contract Time, the Substantial Completion Date, or the Final Completion Date, unless the Parties execute a Change Order which modifies the Contract Time.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect, provided that no such schedule may adjust the Milestone Dates, Contract Time, the Substantial Completion Date, or the Final Completion Date without the Owner's written approval pursuant to a Change Order or Construction Change Directive.

§ 3.10.4 In the event the Contractor misses a Milestone Date identified in the most recent construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to as "**Extraordinary Measures**"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. Unless the delay giving rise to the need for Extraordinary Measures is a delay for which the Contractor is entitled to an increase in the Contract Time or Guaranteed Maximum Price pursuant to Section 8.3 below, the Contractor shall not be entitled to an adjustment of the Guaranteed Maximum Price in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.4 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Dates or completion deadlines set forth in the Contract Documents.

§ 3.10.5 In addition to construction schedule updates, the Contractor shall deliver to the Owner and the Architect monthly written reports on the progress of the entire Work with each Application for Payment. The progress report shall specify, among other things, a narrative summary of the Work performed and significant events occurring during the month, an estimated percentage of completion, whether the Project is on schedule and, if not, the reasons for the delay and a recovery schedule, as well as the projected Work to be completed the following month.

§ 3.10.6 By submitting the initial construction schedule and each update thereto, the Contractor shall be deemed to warrant that the schedule has been prepared in good faith, is accurate to the best of the Contractor's knowledge and the Owner may rely thereon in regard to decisions or actions by the Owner in regard to the Project.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor, as part of the Guaranteed Maximum Price, as a precondition to Final Completion, or upon earlier termination of the Agreement, and as a condition precedent to the certifying of the final payment under the Contract, shall forward to the Owner and Architect the Record Drawings and Record Documents in hard copy , digital, and/or such other format as the Owner requires, along with a certification that such Record Drawings and Record Documents are true, correct and complete to the best of the Contractor's knowledge, information and belief.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by

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the Contract Documents may be returned by the Architect without action. All Shop Drawings shall (i) comply with performance specifications and other criteria established by the Architect, (ii) comply with all governmental requirements; and (iii) permit the Work, when completed, to perform as intended by the Contract Documents. Shop Drawings shall be modified at no cost to the Owner as necessary to obtain any permits or approvals and as required to comply with any requirement of the Contract Documents.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 The Contractor shall confine operations at the site to areas permitted by Applicable Laws and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall use its best efforts to minimize impacts to the surrounding areas and environment. The Contractor acknowledges that the property on which the Project and Work is located may be occupied and in use during the execution of the Work. The Contractor shall perform and coordinate its work in such a manner the portions of the property occupied and in use will not be encumbered or the use interfered with or interrupted. Any use or occupancy of the property shall not give rise to any right on the part of the Contractor or any of its Subcontractors to any increase in the Guaranteed Maximum Price or Contract Time unless said use is an unscheduled event that disrupts, delays, stops or requires resequencing of work .

§ 3.13.2 The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and structures, as amended from time to time; Contractor may, in the event of an impact caused by such amendment, submit a claim in accordance with Articles 7,8, and 15. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Owner's request with counsel reasonably acceptable to the Owner, which acceptance shall not be unreasonably withheld) and hold harmless the Owner, and its officers, directors, agents and employees (collectively "Indemnitees"), from and against claims, liabilities, damages, losses, and expenses, including attorneys' fees (collectively, "**Indemnity Claims**"), arising out of or resulting from performance of the Work, including Indemnity Claims attributable to bodily injury, sickness, disease or death (the Contractor's employees included), or to injury to or destruction of tangible property (including loss of use), but only to the extent caused, by the negligent or willful acts or omissions of the Contractor, or any of the Contractor's Subcontractors, suppliers, or agents of any tier or their respective employees, regardless of whether or not such Indemnity Claim is caused in part by any act, omission, or default of an Indemnitee arising from this Agreement or its performance, provided that Contractor shall not be obligated to indemnify the Indemnitees to the extent (on a comparative negligence basis) a court of competent jurisdiction determines the Indemnity Claim was caused by the act, omission or default of an Indemnitee arising from this Agreement or its performance. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to an Indemnitee. The Owner and the Contractor acknowledge and agree that Section 725.06, Florida Statutes, does not require a monetary limitation on the extent of the indemnification provisions of this Section 3.18. If, notwithstanding this agreement, a monetary limitation on the extent of indemnification is deemed necessary to enforce any indemnification provision contained in the Contract, the specifications for the Project shall be deemed to include a monetary limitation on the extent of the indemnification required by said provision equal to the greater of, on a per occurrence basis: (a) the amount of the GMP, or (b) the amount of all deductibles and self-insured retentions applicable to the Contractor's insurance policy or policies applicable to such Indemnity Claim(s) plus the amount of insurance proceeds paid or payable under the Contractor's insurance policy or policies applicable to such Indemnity Claims. The Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to the Contract. The Contractor's indemnification obligations under this Agreement, including those in this Sections, shall be deemed to fully comply with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to be in compliance with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, it shall be deemed stricken and the remaining words, clauses, and provisions shall remain in full force and effect.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.18.3 The Contractor's indemnity obligations shall also specifically include all fines, penalties, damages, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, any (a) violation of or failure by the Contractor or its Subcontractors to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom any of them is responsible, (b) means, methods, techniques, procedures or sequences of execution or performance of the Work, and (c) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required of the Contractor under the Contract, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person for whom any of them is responsible.

§ 3.18.4 The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by the Contractor of the tender of any Indemnity Claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within the Contractor's indemnification obligation. By proceeding to defend an Indemnity Claim, the Contractor shall not be deemed to have admitted to an obligation to provide indemnification and defense and Contractor may provide a defense under a written reservation of rights. Should the Contractor breach its defense and indemnity obligations, the Owner may, and without relieving the Contractor of its indemnity obligations, assume any defense obligation and try or settle such claim, and the Contractor: (1) shall reimburse the Owner for all costs and expenses incurred or paid by any Indemnitee in such defense, settlement, trial or arbitration, and (2) pay any judgment or award obtained against the Indemnitees or any of them. This provision is separate and distinct from, and

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in addition to, any other provision, paragraph or section in the Contract Documents, including any provision, paragraph or section concerning indemnification and procurement of insurance.

§ 3.18.5 The provisions of Sections 3.17 and 3.18 shall survive Substantial Completion and Final Completion of the Work, and the termination or expiration of this Contract, and no payment or partial payment shall waive or release any rights afforded by Sections 3.17 and 3.18.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 At the Owner's discretion, the duties of the Architect described herein, other than those that require licensure as an architect under applicable law (or the duties of Architect as Initial Decision Maker), may be performed by the Owner or the Owner's other designated representative (e.g., the role of reviewing and certifying Applications for Payment and approving Change Orders). The Owner may do so by providing the Contractor written notice of any such role which the Owner or other designated representative is to assume. Neither this nor any other provision of the Contract Documents shall be deemed to relieve the Architect of its obligations to the Owner under the separate agreement between the Owner and the Architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

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such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will provide a written opinion on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Contractor shall copy the Initial Decision Maker on any such written requests to the Architect submitted pursuant to this Section, and decisions of the Initial Decision Maker shall take precedence over the decisions of the Architect in the event of conflict with opinions of the Architect.

§ 4.2.12 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including, proposed self-performed Work by the Contractor, and those who are to furnish materials or equipment fabricated to a special design. Within 2 business days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of both the Owner and Architect to provide notice within the 2 business-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall cause this Contract to be incorporated by reference in all agreements entered into between it and its Subcontractors, such that the terms and conditions of the Contract flow down to and bind all Subcontractors, whether specifically required or not by any provision of the Contract Documents. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. The Contractor shall indemnify and hold harmless the Owner from any expenses or

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liability arising from or related to Work by any Subcontractor prior to the date of assignment, and from any Subcontractor rights or claims accruing prior to the date of assignment except only if and to the limited extent such Subcontractor claims include amounts for which the Owner undisputed owed to but failed to pay the Contractor in accordance with the Contract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays to the Critical Path of the Work, improperly timed activities that delay the Critical Path of the Work, or damage to the Work or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's: (a) delays that delay the critical path of the Work, (b) improperly timed activities that delay the critical path of the Work, and (c) damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Except as permitted in Section 7.3 and Subsection 9.7.2, a change in the Guaranteed Maximum Price or Contract Time shall be accomplished only by a Change Order or written directive issued by Owner to Contractor. Accordingly, no course of conduct or dealings between the Parties, nor express or implied acceptance of alterations or additions to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone, subject to the Owner's prior written approval.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals (including as part of CORs, as defined below in Section 7.5) shall be accompanied by a complete itemization of both budgeted costs and actual costs, including labor hours, labor rates agreed in Exhibit C, and material, equipment, and subcontract costs, all of which shall be broken down by CSI Division (or by line item in the approved Schedule of Values, if different) and supported by supported by Subcontractor and supplier quotes and other actual cost documentation, and such other supporting documentation and information as reasonably requested by the Owner or the Architect. Where major cost items are subcontracts, they shall be itemized also.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work or directing the Contractor to proceed with Work identified in a COR disputed by the Owner prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15 subject to the Contractor's full compliance with notice requirements and other preconditions to and limitations on claims for adjustment in the Contract Time in the Contract.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and notify the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for the Contractor's Fee shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect, with the Owner's prior written approval, may 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

§ 7.5 If the Contractor becomes aware of any circumstance that may be a change in the scope of the Work, or of an act or failure to act by the Owner, the Architect, or the Owner's other consultants, that in the Contractor's opinion justifies a change to the Guaranteed Maximum Price or Contract Time, or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then the Contractor must as soon as practical (but no longer than ten days after Contractor becomes aware of circumstances that may give rise to a change in the Work) submit a written Notice of Potential Change Order to the Owner and the Architect in a format acceptable to the Owner and must specify the reasons for such proposed change and of the anticipated time and/or cost impacts if known at that time. The Contractor shall submit a written Change Order request ("**COR**"), which shall include a detailed description of the changed Work, a price proposal and any requested adjustment to the Contract Time, together with any substantiating data required by Sections 7.1.4 or 15.1.6, or otherwise required by the Owner or the Architect, within twenty-one (21) days after delivery of the initial notice. The Contractor's failure to deliver a COR within such twenty-one (21) calendar-day period shall be deemed a waiver of the right to adjustment of the Guaranteed Maximum Price or the Contract Time for the alleged change. Any such COR that is approved by the Owner will be incorporated in a Change Order. If the Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but the Contractor believes that it does have merit, the Owner may issue a Construction Change Directive under Section 7.3.1, and the parties will have preserved their rights for resolution of the issue in accordance with the procedures set forth herein. The time frames in this Section 7.5 shall control over those specified in Article 15. Further, notwithstanding anything herein to the contrary, the Contractor must comply with the provisions of this Section 7.5 as a condition to entitlement to any Claim for an increase in the Contract Time or Guaranteed Maximum Price.

§ 7.6 The Owner may issue a request, in writing, to the Contractor, describing a proposed change to the Work and requesting the Contractor submit an itemized proposal in a format acceptable to the Owner within twenty-one (21) days after the Owner issues the request. The Contractor's proposal shall endeavor to include an analysis of impacts to cost and time, if any, to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and the Contractor's proposed methods to minimize costs, delay and disruption to the performance of the Work. If the Contractor fails to submit a written proposal or request additional time for submitting the proposal within the time period above, then the Owner may send a subsequent written notice to the Contractor requesting the Contractor's proposal. If the Contractor fails to submit a written proposal or request for additional time for submitting the proposal within three (3) days after receipt of such subsequent written notice, it shall be presumed that the change described in the Owner's request for a proposed change will not result in a modification to the Guaranteed Maximum Price or Contract Time and the change shall be performed by the Contractor without additional compensation. The Owner's request for a proposed change does not authorize the Contractor to commence performance of the change, unless otherwise specified in writing. If the Owner decides that the proposed change shall be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth above.

§ 7.7 The cost or credit to the Owner for work covered by approval changes shall be determined by unit prices listed in the contract if still in effect. For changes not covered by unit prices, cost or credits will be on the basis of either:

.1 A previously agreed upon and approved lump sum, or, if no agreement can be reached,
.2 the actual cost of the work.

The lump sum proposal shall be based upon:

.1 Estimate of Labor (show manhours and hourly rates)
.2 Estimate of Materials (show quantities, UOM and price.
.3 Estimate of Applicable Taxes
.4 Estimate of Equipment Rentals (show hours of use and hourly rates)
.5 Sub-Subcontractor estimate cost (without overhead and profit)

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.6 Overhead and Profit – To the above items 1, 2, 3, 4, and 5, there shall be added a maximum fixed fee of ten percent (10%) for subcontractors and a maximum fixed fee of five percent (5%) for general contractors. The total aggregate fees must not exceed fifteen percent (15%). The fees shall be compensation to cover the cost of supervision (job and office), overhead, bond, profit and any other general expenses.

All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices and shall be submitted to the Architect within fourteen (14) calendar days after receipt of the proposal request. The Owner shall have fourteen (14) calendar days to approve or disapprove the lump sum proposal unless Contractor requires a shorter turn around that is reasonable.

The actual cost or credit for the work shall be based upon:

.1 Labor (including Social Security Insurance, Worker's Compensation Insurance, Unemployment Insurance, Welfare Contributions, and other fringe benefits)

.2 Materials

.3 Applicable Taxes

.4 Equipment Rentals

.5 Sub-Subcontractors' costs (without overhead and profit)

.6 Overhead and Profit –. The maximum total aggregate fees and direct or indirect expenses on items 1,2,3,4, and 5 must not exceed eight percent (8%). The fees shall be compensation to cover any fees and direct or indirect expenses.

All labor, material and equipment expenditures for work performed at actual cost shall be approved daily by the Owner. Material invoices shall be presented to the Owner with all payment requests.

§ 7.8 The Contractor shall make a good faith determination of the validity of the nature and amount of changes requested by Subcontractors before passing through such requests to the Owner. It is the Contractor's responsibility to check all Subcontractor and supplier questions for correctness, completeness, detail and fairness before submitting to the Owner.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.1.5 The term "Force Majeure" as used in the Agreement and these General Conditions shall mean delays caused by acts, events or circumstances not reasonably within the control of the Party claiming the delay and which, by the exercise of due diligence, such Party is unable to prevent or overcome. Such term shall include, but not be limited to: (i) acts of God, (ii) labor disputes, strikes, lockouts or other industrial acts of the public enemy, (iii) wars, blockades, insurrections, riots, epidemics, pandemics, including but not limited to COVID-19, acts of terrorism, unavoidable casualties, adverse governmental actions unrelated to allegations of defective or improper construction, (iv) transportation shortages, unusual delay in deliveries caused by labor strikes or trade embargos (v) abnormal, adverse weather conditions, landslides, lightning, earthquakes, fires, floods, or other natural disasters, and (vi) explosions.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time and Final Completion by the Final Completion Date.

§ 8.2.4 In performing any critical path method (CPM) analysis relating to the Work, float or slack time ("**Float**") associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as described in the approved construction schedule for the Work, including any revisions or updates to the schedule. The Project owns the Float, which means Float is not for the exclusive use of any of the Parties and it serves whoever needs it first as long as it is used in good faith.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the critical path of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) changes ordered in the Work; (3) events that may constitute force majeure, including but not limited to labor disputes, fire, unavoidable casualties, or adverse weather conditions documented in accordance with Section 15.1.6.2; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes beyond the Contractor's control that the Contractor asserts, and the Owner determines, justify delay, then the Contract Time shall be extended by Change Order or Construction Change Directive to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time (or, in the case of Final Completion after having achieved Substantial Completion, delay the Contractor in achieving Final Completion by the Final Completion Date) and by exercise of reasonable diligent effort, the Contractor is unable to prevent or overcome. However, adjustments in the Contract Time (or Final Completion Date) will be permitted for a delay only to the extent such delay (a) is not caused by the acts, omissions, or other fault of the Contractor, any Subcontractors or vendors of any tier, any of their employees, or anyone else for whom any of them is responsible, and was not reasonably anticipatable by any of them, (b) delays the critical path of the Work and is of a duration not less than one (1) day, and (c) written notice is provided to the Owner and the Architect in writing as required by Section 7.5 of this Agreement after Contractor knows of the commencement of each such delay. To the extent the Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Contractor is not entitled to an extension of time, the delay shall be deemed to be a "**Concurrent Delay**." In the case of a Concurrent Delay, the Contractor shall be entitled to an extension of the Contract Time but the Contractor shall not be entitled to any additional compensation for delay whatsoever during the period of Concurrent Delay. The Contractor shall take all reasonable steps to mitigate the impact of any delays, however caused, regardless of whether the Contractor might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 7.5 and Article 15.

§ 8.3.3 Notwithstanding anything herein to the contrary, an adjustment in the Guaranteed Maximum Price shall only be allowed for delays for which, pursuant to Section 8.3.1, the Contractor is entitled to an extension of the Contract Time caused by the actions or inactions of the Owner, Architect, or their agents or employees, but not for Concurrent Delays, and such adjustment under or pursuant to this Section 8.3.3 shall be limited to adjustment of General Conditions Costs as provided in Section 5.1.2 of the Agreement. The Contractor waives and releases any and all other rights reimbursement or other compensation for time related losses and expenses, whether direct or indirect, and other delay-related rights and claims, including: (1) Contractor's Fee markup on extended General Conditions Costs, (2) loss of anticipated profit, (3) indirect expenses, (4) impact costs, (5) loss of productivity, (6) inefficiency costs, (7) home-office overhead, (8) consequential damages, including loss of bonding capacity, loss of bidding opportunities and insolvency; and (9) attorneys' fees, claims preparation expenses, and all other costs of dispute resolution.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

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§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier because of a dispute or any other reason, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, 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 suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 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 encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's properly completed Application for Payment and all supporting documentation and information required by the Contract Documents, 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; or (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 of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; 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 as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, and the Owner may withhold a payment, or because of subsequently discovered evidence, offset against any current payment otherwise due amounts previously paid, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, subject to the satisfaction of all other conditions precedent to payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

§ 9.7.1 If the Owner does not pay the Contractor within the time period established in the Contract Documents, the undisputed amount due the Contractor, then the Contractor may, upon seven days' notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the reasonable amount of the Contractor's out-of-pocket costs necessarily incurred as a direct result of shutdown, delay and start-up, subject to the preconditions and limitations of Sections 7.5, 8.3 and other provisions of the Contract.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor for undisputed amounts pursuant to the Contract Documents, such payment shall be made within thirty (30) days after the Owner's written demand (unless a different time for such payment is expressly provided for in the Contract Documents). Notwithstanding anything in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner for undisputed amounts or if the Owner incurs any costs and expenses to cure any undisputed default of the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Guaranteed Maximum Price and may elect either to: (a) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (b) issue a written notice to the Contractor reducing the Guaranteed Maximum Price by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

§ 9.8.1 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, with all Project systems operational, so that the Owner can lawfully occupy or utilize the Work for its intended use provided, however, as conditions precedent to Substantial Completion, (a) the Owner must have received all Temporary Certificates of Occupancy and any other permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary to allow the Owner to occupy and operate the Project for its intended use, (b) all Project systems included in the Work necessary for a Temporary Certificate of Occupancy are operational as designed, scheduled and commissioned.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to Owner and the Architect a

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comprehensive draft of a proposed "**Punch List**" setting forth any items that are incomplete or found not to be done in accordance with the Contract Documents. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In connection with the preparation of the Punch List, the Contractor shall arrange a meeting with applicable Subcontractors to identify and explain all items that are found to be defective, incomplete or otherwise not in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's draft Punch List, the Architect (and, at the Owner's option, the Owner) will make an inspection to determine whether the Work or designated portion thereof is substantially complete and make any revisions to the draft Punch List determined to be necessary. If such inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall complete or correct such item upon notification by the Owner or Architect as a precondition to issuance of the Certificate of Substantial Completion. In such case, the Contractor shall then submit a request for another inspection by the Architect (and, at the Owner's option, the Owner) to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate to include other items identified by the Owner or the Architect as requiring completion or correction (but minor enough so as not to preclude determination of Substantial Completion). 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete (which, without limitation, requires a temporary or permanent Certificate of Occupancy for such portion from the governing authorities having jurisdiction over the Work. and that all mechanical and electrical work be complete and functional within such portion of the Work), the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Further, partial occupancy shall not: (1) constitute final acceptance of any Work (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents (except as to the floor or unit occupied) unless agreed to otherwise by the Parties in writing.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect (and, at the Owner's option, the Owner) will promptly make

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such inspection. When the Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation by the Architect that all conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until all conditions precedent to final payment set forth in the Contract have occurred or been satisfied and the Contractor submits to the Owner and Architect (1) a duly executed and notarized Contractor's Final Payment Affidavit in statutory form confirming that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) with the Owner's maintenance personnel, the Contractor shall have directed the checkout and/or commissioning of utilities, operations systems, and equipment for readiness, and assisted in their initial start-up and testing, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted, provided that all other conditions precedent to final payment have occurred or been satisfied. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a 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 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Contractor shall not knowingly use or permit the use of any hazardous substance at the Project site without the express written consent of the Owner. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor or anyone for whom the Contractor is responsible or liable brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 Contractor and Owner have agreed that Owner will purchase and maintain a project-specific general liability insurance policy (the "GL Policy") insuring both Contractor and Owner as Named Insureds. The GL Policy shall contain the endorsements and comply with the terms and conditions identified herein or elsewhere in this Agreement or the Contract Documents. Owner shall purchase and maintain the GL Policy from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Architect and architect's consultants shall be named as additional insureds under the GL Policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the a party becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the party shall provide notice to the other party of such impending or actual cancellation or expiration. Upon receipt of notice from the party, the other party shall, unless the lapse in coverage arises from an act or omission of the other party, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage. The furnishing of notice shall not relieve the party of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause each Subcontractor to purchase and maintain the insurance as is required of the Subcontractors under the Contract Documents, as well as any other coverage that the Contractor may consider necessary. If a Subcontractor cannot obtain the required insurance limits, Contractor shall notify Owner prior to the Subcontractor starting work on the project, and request approval for the different insurance limits obtained by the Subcontractor. The Owner shall not unreasonably withhold approval of the requested change in coverage limits if the protection provided by the differing insurance limits is commiserate with the Subcontractor's scope of Work. The coverage afforded under any insurance policy obtained under or pursuant to the Contract Documents shall be primary to any valid and collectible insurance carried separately by any of the additional insureds. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of other insurance. The Owner shall be included as an additional insured on the general liability policies purchased by the Subcontractors for the Project.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance "Builder's Risk" insurance (or equivalent property insurance) that provides "All-Risk" coverage (or its reasonable equivalent) on a replacement cost basis in the amount of the GMP, which insurance shall include insurance against the perils of fire (with extended coverage) and physical loss or damage, including theft, vandalism, glass breakage, malicious mischief, collapse, earthquake and flood where specifically included, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of Applicable Laws, and shall cover reasonable compensation for the Architect's and the Contractor's services and expenses required as result of such insured loss. Should the Owner elect to purchase Builder's Risk insurance without terrorism coverage, the Owner accepts the risk of loss due to terrorist related events and waives any rights as against the Contractor and other additional insureds under the Owner's Builder's Risk insurance policy for losses that otherwise would have been covered had the Owner's Builder's Risk insurance policy included terrorism coverage. The Owner's Builder's Risk insurance described herein shall include the interest of the Contractor and all Subcontractors of all tiers as additional named insureds. The Owner's Builder's risk insurance shall be maintained unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until the later of final payment has been made under the Agreement or until no person or entity other than the Owner has an insurable interest in the property required to be covered by the Owner's Builder's Risk insurance, whichever is later. Materials, supplies and equipment destined to become a permanent part of the completed Project while on or about the Project site or at other locations approved by the Owner or in transit shall be covered. The Contractor's, Subcontractors' and Sub-subcontractors of all tiers' temporary structures, tools, equipment and other materials not to become a permanent part of the completed Project are excluded from the Owner's property insurance required by this Section 11.2.1. The Owner shall not be responsible for loss, theft, or disappearance of such temporary structures, tools, equipment or other materials not to become a permanent part of the completed Project. The Owner shall purchase and maintain the required property insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. If the insurance required by this Section 11.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all losses covered because of such deductibles or self-insured retentions, unless the loss is caused by the Contractor or Contractor's Subcontractors' acts or omissions.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and

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Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent of insurance proceeds received for those losses from property insurance required by the Contract or other property insurance applicable to the Project. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

(Paragraph deleted)

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall, within twenty-four (24) hours in the event of an emergency threatening imminent harm to person or property or, otherwise, within seven (7) days of receipt of notice from the Owner, remove from the site portions of the Work that are defective or otherwise not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner in writing.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 The remedies expressed herein are cumulative and in addition to any other right or remedy available to the Owner under statute or Applicable Laws. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 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.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither Party shall assign the Contract as a whole without written consent of the other. If either Party attempts to make an assignment without such consent, such assignment shall be void and the Party attempting to assign the Contract, or portion thereof, shall nevertheless remain legally responsible for all obligations under the Contract. Further, the Contractor may not assign any monies due to it under the Contract without the prior written consent of the Owner.

§ 13.2.2 Prior to final payment, the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, to an affiliate of the Owner or to a transferee of all or substantially all of the Owner's interest in the Project, if the lender, affiliate or transferee, as the case may be, assumes the Owner's rights and obligations under the Contract Documents. After final payment, the Owner may assign the Contract and its rights under it, in whole or in part, without the Contractor's consent. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

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such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Survival

All of the Contractor's representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor in accordance with Florida law.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work: (a) suspension of the entire Work by the Owner as described in Section 14.3 continues for more than ninety (90) consecutive days, or one hundred twenty (120) cumulative days over a five month period, or (b) issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped, in the aggregate, more than 100 percent of the total number of days scheduled for completion.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' additional notice to the Owner and Architect, terminate the Contract and shall, as the Contractor's sole remedy, payment for unpaid amounts for Work executed based on the Cost of the Work plus the Contractor's Fee thereon at the percentage rates specified in Section 5.1 of the Agreement (or if the Contractor's Fee is a lump sum, a percentage of the Contractor's Fee equal to the percentage completion of the Work). Further the Contractor shall be entitled to recover reasonable costs of demobilization, re-stocking fees, purchase order cancellation fees and similar direct costs of termination.

§ 14.1.4 If the Work is stopped for a period of one hundred twenty (120) consecutive days or one hundred fifty (150) cumulative days within a five month period through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect

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to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards Applicable Laws;

.4 is adjudged bankrupt, filed for bankruptcy protection, or makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of insolvency, or in the event of other evidence of the Contractor's insolvency;

5. fails to prosecute the Work to completion in a diligent and timely manner and in accordance with the provisions of the Contract Documents;

.6 fails or refuses to provide insurance or proof of insurance as required by the Contract Documents; or

.7 otherwise is guilty of a material or substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 The Owner may withhold payments to the Contractor until the Work is fully completed, and shall thereafter pay the Contractor for the Work the Contractor satisfactorily completed prior to termination, less cost and damages incurred by the Owner as a result of the Contractor's default. If the costs and damages incurred by the Owner as a result of the Contractor's default exceed the unpaid balance otherwise due to the Contractor, the Contractor shall pay the difference to the Owner with interest thereon at the legal rate prevailing from time to time at the place where the Project is located. This obligation for payment shall survive termination of the Contract. Nothing herein shall be deemed to limit the Owner's rights at law or in equity.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contractor shall promptly recommence the Work upon written notice from Owner directing Contractor to resume the Work. The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1; provided, however, that adjustment of the Guaranteed Maximum Price shall include only reasonable out-of-pocket costs necessarily incurred by the Contractor for demobilization, remobilization, and protection of the Work during the suspension, and those General Condition Costs that will continue to accrue during the period of suspension. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time at the Owner's sole discretion, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders;

.4 transfer title and delivery to Owner Work in progress, specialized equipment necessary to perform the Work, the Record Drawings and Record Documents; and

.5 except for Work directed by the Owner to be performed, incur no further costs or expenses.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall, as the Contractor's sole remedy, pay the Contractor for (a) unpaid Costs of the Work properly installed prior to the effective date of termination, (b) Contractor's Fee thereon at the percentage rates specified in Section 5.1.1 of the Agreement (or if the Contractor's Fee is a lump sum, a percentage of the Contractor's Fee equal to the percentage completion of the entire Work), and (c) the Costs of the Work for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions, and (d) expenses reasonably incurred by Contractor in demobilizing from the site. The Cost of the Work to be paid the Contractor as provided herein shall be the amount determined by audit of the Contractor's records. The Contractor's invoice for compensation in the event of termination must be supported by sufficient records and documentation to enable the Owner and its auditors to verify all amounts claimed by the Contractor. The Owner shall be credited for (i) payments previously made to the contractor for the terminated portion of the Work, (ii) claims which the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Guaranteed Maximum Price. Upon termination pursuant to this Section and payment of the amounts owing the Contractor, the Owner shall have no further obligation to the Contractor. The Owner shall in no event be liable to the Contractor for any unabsorbed overhead or unrealized profits with respect to the terminated Work.

§ 14.4.4 If the Owner terminates the Contract for cause (as distinguished from termination for its convenience) and it shall be determined that the Owner's termination was unjustified, such termination shall be deemed to have been a termination for the Owner's convenience under Section 14.4 hereof, and the Contractor's sole rights, remedy and recourse shall be governed and determined by this Section 14.4.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, 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.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party for matters not covered by Sections 7.3 or 7.5 above. Unless a shorter period of time is specified elsewhere herein, Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes or reasonably should have recognized the condition giving rise to the Claim, whichever is later. Denial in whole or part of a COR submitted in accordance with Section 7.5 shall be deemed proper preservation of each parties' rights to resolve a disputed COR without further notice.

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§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4, provided that notice shall be given as soon as is reasonably practicable. The costs to the Contractor of preparing and negotiating PCOs, CORs, and Claims shall not be reimbursable under this Contract.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Further, with Claims for additional time, the Contractor shall submit all of the following, without limitation of other requirements under the Contract: (a) the Contractor's COR per Section 7.5; (b) a fragnet CPM analysis demonstrating the impact to the Project's critical path and outlining the time extension requested by the Contractor as further outlined in Section 15.1.6.3; (c) planned construction schedule in accordance with Section 3.10. In the case of an acceleration Claim in connection with the exercise of the Owner's rights to require the Contractor to implement Extraordinary Measures for which the Contractor is entitled to an increase in the GMP pursuant to Section 3.10.4, the Contractor also shall submit other documentation for typical acceleration consequences, including increased levels of manpower/overtime, and equipment.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Only unusual or severe weather conditions for the time of year will be considered as a potential justification for a delay in the completion of the Work and the Contractor agrees than an extension of time will only be granted for actual days lost due to adverse weather conditions that are in excess of the normal days lost due to inclement weather for the given period, and then only if the excessive actual days lost due to adverse weather conditions negatively impact the critical path of the Project.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work.

§ 15.1.7 Waiver of 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

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.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 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Additionally and notwithstanding anything to the contrary herein, the Parties expressly acknowledge and agree that this waiver of claims for consequential damages does not apply to any damages, liabilities, costs or expenses: (i) covered by insurance, or (ii) if the consequential damages are not covered by Contractor's general liability insurance, such consequential damages may nevertheless be recovered by Owner against Contractor, but such recovery shall be capped at 100% of the greater of the Contractor profit line item on Exhibit E to this Agreement, or six percent (6%) of the Cost of the Work.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 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) reject the Claim in whole or in part, (3) approve 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.

§ 15.2.3 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.

§ 15.2.4 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 the 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.

§ 15.2.5 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. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

(Paragraph deleted)

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 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.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.5 and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The 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.

(Paragraphs deleted)

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PAGE 1

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...

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5300 W. Cypress St., Suite 200
Tampa, FL 33607

...

PQH Group Design, Inc.
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32202

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both ~~parties,~~ parties; (2) a Change ~~Order,~~ Order; (3) a Construction Change ~~Directive,~~ Directive; or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the Owner or Contractor.

...

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The term "Work" means the construction and services required by the Contract ~~Documents,~~ Documents (whether expressly or by reasonable inference), whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

...

§ 1.1.9 KNOWLEDGE

The terms "**knowledge**", "**recognize**" and "**discover**", their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows, recognizes or discovers in exercising the care, skill and diligence required by the Contract Documents. Analogously, the expression "**reasonably inferable**" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.2.1 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; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and Applicable Laws (as defined in Section 2.1.9 of the Agreement) or applicable industry standards, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Architect's interpretation. The terms and conditions of this Section 1.2.1, however, shall not relieve the Contractor of any of the obligations set forth in Sections 3.2, 3.4.2, or 3.7.

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§ 1.5 ~~Ownership and Use of Drawings, Specifications, and Other Instruments of Service~~In the case of discrepancies between the INSTRUCTIONS TO BIDDERS, DRAWINGS, SPECIFICATIONS or addenda as it relates to each Subcontractor's Work Category responsibilities, the precedence for resolution of such discrepancies shall be as follows (listed in decreasing order of precedence):

.1 ADDENDA
.2 INSTRUCTIONS TO BIDDERS
.3 SPECIAL and OTHER CONDITIONS of SPECIFICATIONS
.4 SUPPLEMENTARY CONDITIONS of SPECIFICATIONS
.5 GENERAL CONDITIONS of SPECIFICATIONS
.6 TECHNICAL SPECIFICATIONS
.7 DRAWINGS

~~**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~

~~**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.~~

~~**§ 1.6 Notice**~~

§ 1.6 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.6.1 Except ~~as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.~~to the extent

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transferred to the Owner in accordance with the Owner's agreement(s) with the Architect, the Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.6.2 ~~Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.~~The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.8 and 1.9, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

~~§ 1.7 Digital Data Use and Transmission~~

~~The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.~~

~~§ 1.8 Building Information Models Use and Reliance~~

~~Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.~~

§ 1.7 Notice

§ 1.7.1 Except as otherwise provided in Section 1.7.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.7.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

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§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Notwithstanding anything in the Contract Documents to the contrary, for any decision, approval or consent of the Owner to be binding against the Owner it must be in writing and for any Modification that changes the Contract Sum or Contract Time to be valid it must be signed by either the Owner's Designated Representative or Chief Executive Officer.

~~**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

...

~~**§ 2.2.2** Following commencement of the Work and upon written request by 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 only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~

~~**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~

~~**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~

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§ 2.3.2 The Owner ~~shall retain~~ has retained an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

...

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations of known utilities for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by ~~the Owner~~ the Owner, except as otherwise provided therein or in the Contract, but shall exercise proper precautions relating to the safe performance of the Work.

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§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to ~~Section 1.5.2.~~Section 1.6.2.

...

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3. Nothing herein shall be deemed to limit the Owner's rights with respect to termination as set out in Article 14 herein.

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect~~ The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses (including attorneys' fees) and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

§ 2.6 Rapid Response to Emergencies

If the Contractor neglects to prosecute the Work properly or to perform any provision of the Contract Documents, or does, or omits to do, anything, whereby the safety or proper construction may be endangered or whereby damage or injury may result to person or property, and such circumstances are judged by Owner to create a bona fide emergency, then the Owner, after twenty-four (24) hours' written notice to the Contractor, may, but shall not be obligated to, without prejudice to any other right or remedy of the Owner, take such action as the Owner deems necessary or desirable to endeavor to correct such condition, and may deduct the cost thereof arising from Contractor's neglect, negligence, or willful misconduct from the amounts then due or thereafter due the Contractor. No action taken by the Owner pursuant to this Section 2.6 shall affect or diminish any of the Owner's other rights or remedies under the Agreement, at law or in equity, nor shall it relieve the Contractor from any liability under this Agreement arising from its actions or omissions.

§ 2.7 Extent of Owner's Rights

The rights and remedies stated in this Article 2 and elsewhere in the Contract Documents are cumulative and not in limitation of any other rights and remedies of the Owner: (i) granted in the Contract Documents, (ii) at law, or (iii) in equity. In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

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§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The Contractor may from time to time change its designated representative with ten (10) days' prior written notice to the Owner. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract ~~Documents.~~Documents, and also in accordance with approved submittals as provided in and subject to Section 3.12 below.

...

§ 3.1.4 The Contractor shall coordinate and hold at least bi-weekly jobsite meetings with the Architect, the Owner and representatives of such Subcontractors and suppliers as the Contractor may deem advisable, for the purpose of: (a) reviewing status of the Work, (b) the progress of the Work as compared to the most recent construction schedule, (c) responses to submittals and requests for information, (d) proposed and pending Change Orders and Construction Change Directives, (e) Applications for Payment, (f) and other items relevant to the Project. The Contractor shall prepare an agenda for each such meeting and deliver the agenda at least three (3) business days in advance of the meeting and, after the meeting, shall prepare minutes of the meeting and deliver such minutes to the Owner and the Architect with reasonable promptness after the meeting. Further, the Contractor shall endeavor to send a representative, with full authority to act on behalf of and bind the Contractor, to the foregoing bi-weekly and to such other meetings and conferences relating to any Work as may be requested from time to time by the Owner.

§ 3.1.5 The Contractor accepts the relationship of trust and confidence established between the Contractor and the Owner by the Agreement and the Conditions of the Agreement. Contractor covenants with the Owner to furnish its best skill and judgement as a general contractor and not as a design professional and to cooperate with the Architect in furthering the interests of the Owner to furnish efficient business administration and superintendence to use its best efforts to furnish at all times an adequate supply of workmen and materials, to perform the Work in an expeditious and economical manner consistent with the interests of the Owner and the requirements of this Agreement.

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited and inspected the site, become ~~generally~~ familiar with local conditions under which the Work is to be performed, ~~and~~ correlated personal observations with requirements of the Contract ~~Documents.~~Documents, and evaluated and satisfied itself as to the condition and limitations under which the Work is to be performed, including: (a) the location, condition, layout and nature of the Project site and surrounding areas, including conditions bearing upon ingress to and egress from the Project site, delivery, handling and storage of materials, disposal of waste, availability of water and electric power, ground water table or similar physical conditions of the ground, the character, quality and quantity of surface and sub-surface conditions and materials to be encountered, and the character of equipment and facilities needed prior to and during the execution of the Work; (b) generally prevailing climatic conditions; (c) anticipated labor supply and costs; (d) availability and cost of materials, tools and equipment; and (e) all other matters which can in any way affect the Work or the cost thereof under this Contract. The Contractor shall take reasonable steps to locate prior to performing any Work all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, and pipes.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. If the Contractor discovers, and within the normal function/knowledge of a general Contractor, and not in the role as design professional, (or fails to discover because of the Contractor's negligence , or willful disregard of, the Contract Documents) any errors, inconsistencies, omissions, or discrepancies in the Contract Documents and proceeds with ordering of materials or construction of the Work without obtaining necessary clarification or instruction from the Architect and Owner, the Contractor shall assume full responsibility for such performance and shall bear all costs of correcting and resulting errors, inconsistencies, omissions, or discrepancies in the Work without adjustment of the Guaranteed Maximum Price or the Contract Time.

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§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner or Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit ~~Claims as provided in Article 15.~~ a PCO and COR in accordance with Section 7.5. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the ~~Owner, subject to Section 15.1.7,~~ Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable ~~laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.~~laws.

§ 3.2.5 The Contractor shall be responsible for the satisfactory and complete execution of the Work described in the Contract Documents. The Contractor represents that it has carefully examined all Drawings and Specifications for the Work to be performed (in its capacity as a general contractor and not as a design professional), that it has made investigations essential to the construction methods for the Project, and that it has the experience and necessary personnel, equipment, and material at its disposal to complete the Work in a good workmanlike manner in accordance with the Contract Documents without defects in materials or workmanship. The Owner and the Contractor acknowledge that questions may arise concerning the level and scope of performance required under the Contract Documents. The Owner and the Contractor will in good faith attempt to resolve such conflicts and uncertainties in a manner that is consistent with the design intent of the Contract Documents and with the intent to do so without adjustment to the Guaranteed Maximum Price or Contract Time.

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§ 3.3.4 The Contractor shall prepare and maintain daily reports recording the date, weather conditions, deliveries received, Subcontractors on site, general description of work accomplished, problems or conflicts in the field. Said reports shall be maintained at the job site in an orderly manner and available to the Owner, the Architect, and the Owner's representatives for review at any time. The Contractor shall submit the format of such daily report to the Owner for approval prior to commencement of the Work.

...

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit or submits an alternate product or method in lieu of what has been specified in the Contract Documents, subsections 3.4.2.1 and 3.4.2.2 apply.

§ 3.4.2.1 The Contractor must submit to the Architect and the Owner (a) a full explanation of the proposed substitution and submittal of all supporting data including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the substitution; (b) a written explanation of the reasons for the substitution is advantageous and necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (c) the adjustment, if any, in the Guaranteed Maximum Price, in the event the substitution is acceptable; (d) the adjustment, if any, in the time of completion of the Work and the construction schedule in the event the substitution is acceptable, and (e) an affidavit stating that the proposed substitution conforms and meets all requirements of the pertinent Specifications and the requirements shown on the Drawings, and the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect and Owner in sufficient time to allow them no less than ten (10) business days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated herein.

§ 3.4.2.2 In addition to and without limitation of the requirements of subsection 3.4.2.1, by making requests for substitutions, the Contractor: (a) represents that it has investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; (b) represents that it will provide the same or better warranty for the substitution as it would have provided for the product specified and the manufacturer will provide the same or better warranty for the substituted product; (c) certifies that the cost data presented is complete and includes all related

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costs for the substituted product and for Work that must be changed as a result of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that subsequently become apparent; and (d) shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall also be responsible for labor peace on the Project and shall at all times use its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes or strikes where reasonably possible and practical under the circumstances and shall at all times maintain Project-wide harmony. The Contractor shall be responsible to control any labor disputes that may arise among its employees or the employees of its Subcontractors. Only competent laborers who satisfactorily perform their duties shall be employed on Work. When requested by the Owner or Architect, the Contractor, without entitlement to adjustment of the GMP or Contract Time, shall discharge and shall not reemploy on work any person who commits trespass or who is, in the Owner's opinion, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable.

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, ~~except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment~~ and will be performed in a good and workmanlike manner and in compliance with Applicable Laws. Work, materials, or equipment (including items specified as sole source) not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special 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 9.8.4. Further, the Contractor hereby assigns to the Owner, on a non-exclusive basis, all third party warranties pertaining to the Work and the materials and equipment incorporated therein that are not issued in the name of the Owner, including warranties of all Subcontractors and suppliers, and, upon completion of the Work, as a condition to final payment, the Contractor shall deliver to the Owner all such warranty documents. The Contractor shall perform the Work in such manner so as to preserve all such warranties. All warranty periods shall commence as of the date of Substantial Completion or the date the Certificate of Occupancy is effective, whichever occurs last, on a floor-by-floor basis. All manufacturer warranties shall be: (i) for a minimum of one (1) year for parts and labor and (ii) endorsed to provide that the warranty shall recommence and be reinstated in full in connection with, and on completion of, any corrective work required in connection with any item covered by such warranty.

§ 3.5.3 The Contractor's warranties given herein are not in derogation of such longer warranties as may be provided by the Contractor's Subcontractors, suppliers and the manufacturers of equipment and materials incorporated into the Project. Further, the Contractor's warranties will not be affected or limited by the terms of any manufacturer's warranty that has lesser terms or otherwise. The Contractor is responsible for ensuring that all warranties and guarantees required by the Contract Documents for materials, systems, equipment and work provided to and incorporated into the Work shall be issued in the name of and for the benefit of the Owner. The Contractor shall perform the Work in such a manner so as to preserve any and all such warranties. The Contractor shall assist the Owner without charge in asserting manufacturer and other third party warranty claims.

§ 3.5.4 The Contractor is responsible for any Subcontractor's nonperformance of warranty Work. The refusal of a Subcontractor or supplier to correct defective Work for which it is responsible will not excuse the Contractor from performing under the Contractor's warranty.

§ 3.5.5 The Contractor shall deliver to the Owner three (3) bound volumes of all guarantees and warranties on material furnished by all manufacturers and suppliers to the Contractor and its Subcontractors, with duly-executed instruments properly assigning the guarantees and warranties to the Owner. The guarantees and warranties in each bound volume

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shall be grouped together by trade and properly indexed. The Contractor shall obtain from manufacturers and suppliers, the guarantees and warranties according to the Contract terms and upon the optimum terms and longest periods reasonably obtainable. The documentation must also describe operational and maintenance activities required to sustain said warranties.

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§ 3.7.5 If, in the course of the Work, the Contractor encounters prehistoric artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or human remains or recognizes the existence of burial markers, ~~archaeological sites or wetlands not indicated in the Contract Documents, the~~ or archaeological sites, the Contractor shall immediately suspend any operations that would affect them and shall notify the ~~Owner and Architect.~~ Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such ~~operations~~ subsurface operations in the vicinity of the discovery until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

...

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. Only items clearly specified as "allowances" in the Contract Documents shall be deemed allowances for purposes of this Section 3.8.

...

§ 3.8.4 Contractor shall on the first day of each calendar month submit for Owner's review and approval a log showing amounts spent by Contractor against each allowance. Under no circumstances shall the Contractor incur any costs in excess of 25% more than an allowance amount without the prior written authorization of the Owner.

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§ 3.9.4 If, Owner and Architect agree, the Contractor's superintendent, any other personnel of the Contractor or personnel of Subcontractors, or any laborers by whomever employed, are not qualified to supervise or perform work considered or do not conduct themselves in a proper manner, or are interfering with the operations of any facility on or adjacent on the site of the Work, the Contractor shall cause such persons(s) to be replaced with qualified personnel immediately upon written notice from the Owner, without any additional cost to the Owner and without extension of the Contract Time. Neither the Owner's rights herein, nor the Owner's exercise or failure to exercise such rights, shall relieve the Contractor of the obligations to select, assign, and supervise competent and qualified personnel or otherwise make the Owner responsible for original or replacement personnel.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's initial construction schedule for the Work. ~~The schedule~~ This schedule and all updates thereto shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, ~~and the date of Substantial Completion;~~ the date of Substantial Completion, and the dates for completion of punchlist work and the closeout requirements; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The ~~schedule~~ schedule, including all updates thereto, shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project. The Contractor's construction schedule, including all updates thereto, shall include all significant activities required to complete the Work, including all field tasks, significant material deliveries, other off-site constraints such as permits, inspections, approvals, and milestones for start dates, completion dates and availability dates, and other activities the Contractor, the Owner, or the Architect deem significant. The Construction Schedule shall be in time-scaled precedence format with the critical path clearly indicated, and shall indicate Float (as defined in Section 8.2.4 below) values. Tasks shall be broken down into activities that allow monitoring their monthly progress. The Contractor shall submit monthly an updated schedule accurately reflecting progress achieved and any changes in the Contractor's planned activities. The Contractor shall give specific notice to

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the Owner and its consultants of any change in the logic of the schedule or any part thereof, or the removal of any restraints, or the deduction of any duration. If any schedule update shows that the progress of the Work is delayed in comparison to the prior construction schedule, the Contractor shall, if required by the Owner, provide a proposed "recovery schedule" showing how the Contractor proposes to correct the delay, including overtime and additional labor. No schedule updates shall modify the milestone dates contained in the initial construction schedule or subsequently agreed to by the Parties in any update thereto ("**Milestone Dates**"), the Contract Time, the Substantial Completion Date, or the Final Completion Date, unless the Parties execute a Change Order which modifies the Contract Time.

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§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and ~~Architect.~~Architect, provided that no such schedule may adjust the Milestone Dates, Contract Time, the Substantial Completion Date, or the Final Completion Date without the Owner's written approval pursuant to a Change Order or Construction Change Directive.

§ 3.10.4 In the event the Contractor misses a Milestone Date identified in the most recent construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including (i) working additional shifts or overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to as "**Extraordinary Measures**"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule. Unless the delay giving rise to the need for Extraordinary Measures is a delay for which the Contractor is entitled to an increase in the Contract Time or Guaranteed Maximum Price pursuant to Section 8.3 below, the Contractor shall not be entitled to an adjustment of the Guaranteed Maximum Price in connection with Extraordinary Measures required by the Owner under or pursuant to this Section 3.10.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 3.10.4 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Dates or completion deadlines set forth in the Contract Documents.

§ 3.10.5 In addition to construction schedule updates, the Contractor shall deliver to the Owner and the Architect monthly written reports on the progress of the entire Work with each Application for Payment. The progress report shall specify, among other things, a narrative summary of the Work performed and significant events occurring during the month, an estimated percentage of completion, whether the Project is on schedule and, if not, the reasons for the delay and a recovery schedule, as well as the projected Work to be completed the following month.

§ 3.10.6 By submitting the initial construction schedule and each update thereto, the Contractor shall be deemed to warrant that the schedule has been prepared in good faith, is accurate to the best of the Contractor's knowledge and the Owner may rely thereon in regard to decisions or actions by the Owner in regard to the Project.

...

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor, as part of the Guaranteed Maximum Price, as a precondition to Final Completion, or upon earlier termination of the Agreement, and as a condition precedent to the certifying of the final payment under the Contract, shall forward to the Owner and Architect the Record Drawings and Record Documents in hard copy , digital, and/or such other format as the Owner requires, along with a certification that such Record Drawings and Record Documents are true, correct and complete to the best of the Contractor's knowledge, information and belief.

...

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review

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by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action. All Shop Drawings shall (i) comply with performance specifications and other criteria established by the Architect, (ii) comply with all governmental requirements; and (iii) permit the Work, when completed, to perform as intended by the Contract Documents. Shop Drawings shall be modified at no cost to the Owner as necessary to obtain any permits or approvals and as required to comply with any requirement of the Contract Documents.
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~~The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~ **§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by Applicable Laws and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall use its best efforts to minimize impacts to the surrounding areas and environment. The Contractor acknowledges that the property on which the Project and Work is located may be occupied and in use during the execution of the Work. The Contractor shall perform and coordinate its work in such a manner the portions of the property occupied and in use will not be encumbered or the use interfered with or interrupted. Any use or occupancy of the property shall not give rise to any right on the part of the Contractor or any of its Subcontractors to any increase in the Guaranteed Maximum Price or Contract Time unless said use is an unscheduled event that disrupts, delays, stops or requires resequencing of work .

§ 3.13.2 The Contractor shall comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and structures, as amended from time to time; Contractor may, in the event of an impact caused by such amendment, submit a claim in accordance with Articles 7,8, and 15. The Contractor shall immediately notify the Owner in writing if during the performance of the Work, the Contractor finds compliance of any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations.
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§ 3.18.1 To the fullest extent permitted by law, the Contractor shall ~~indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees,~~ indemnify, defend (at Owner's request with counsel reasonably acceptable to the Owner, which acceptance shall not be unreasonably withheld) and hold harmless the Owner, and its officers, directors, agents and employees (collectively "Indemnitees"), from and against claims, liabilities, damages, losses, and expenses, including attorneys' fees (collectively, "**Indemnity Claims**"), arising out of or resulting from performance of the Work, ~~provided that such claim, damage, loss, or expense is~~ including Indemnity Claims attributable to bodily injury, sickness, disease or ~~death,~~ death (the Contractor's employees included), or to injury to or destruction of tangible property ~~(other than the Work itself),~~ (including loss of use), but only to the extent ~~caused~~ caused, by the negligent or willful acts or omissions of the Contractor, ~~a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable,~~ or any of the Contractor's Subcontractors, suppliers, or agents of any tier or their respective employees, regardless of whether or not such ~~claim, damage, loss, or expense is caused in part by a party indemnified hereunder.~~ Indemnity Claim is caused in part by any act, omission, or default of an Indemnitee arising from this Agreement or its performance, provided that Contractor shall not be obligated to indemnify the Indemnitees to the extent (on a comparative negligence basis) a court of competent jurisdiction determines the Indemnity Claim was caused by the act, omission or default of an Indemnitee arising from this Agreement or its performance. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as ~~to a party or person described in this Section 3.18.~~ to an Indemnitee. The Owner and the Contractor acknowledge and agree that Section 725.06, Florida Statutes, does not require a monetary limitation on the extent of the indemnification provisions of this Section 3.18. If, notwithstanding this agreement, a monetary limitation on the extent of indemnification is deemed necessary to enforce any indemnification provision contained in the Contract, the specifications for the Project shall be deemed to include a monetary limitation on the extent of the indemnification required by said provision equal to the greater of, on a per occurrence basis: (a) the amount of the GMP, or (b) the amount of all deductibles and self-insured retentions applicable to the Contractor's insurance policy or policies applicable to such Indemnity Claim(s) plus the amount of insurance proceeds paid or payable under the Contractor's insurance policy or policies applicable to such Indemnity

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Claims. The Contractor and the Owner expressly agree that this monetary limit bears a reasonable commercial relationship to the Contract. The Contractor's indemnification obligations under this Agreement, including those in this Sections, shall be deemed to fully comply with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, in all respects. If any word, clause or provision of any of the indemnification provisions of this Agreement is determined not to be in compliance with Sections 725.06 and 725.08, Florida Statutes, to the extent applicable, including any amendments thereto, it shall be deemed stricken and the remaining words, clauses, and provisions shall remain in full force and effect.

...

§ 3.18.3 The Contractor's indemnity obligations shall also specifically include all fines, penalties, damages, liabilities, costs, expenses (including reasonable attorneys' fees and court costs), and punitive damages (if any) arising out of, or in connection with, any (a) violation of or failure by the Contractor or its Subcontractors to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by the Contractor, a Subcontractor, or any person or entity for whom any of them is responsible, (b) means, methods, techniques, procedures or sequences of execution or performance of the Work, and (c) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required of the Contractor under the Contract, or any violation of any permit or other approval of a public authority applicable to the Work, by the Contractor, a Subcontractor, or any person for whom any of them is responsible.

§ 3.18.4 The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by the Contractor of the tender of any Indemnity Claim from an Indemnitee which under the written content of the claimant's description of its claim reasonably appears to be within the Contractor's indemnification obligation. By proceeding to defend an Indemnity Claim, the Contractor shall not be deemed to have admitted to an obligation to provide indemnification and defense and Contractor may provide a defense under a written reservation of rights. Should the Contractor breach its defense and indemnity obligations, the Owner may, and without relieving the Contractor of its indemnity obligations, assume any defense obligation and try or settle such claim, and the Contractor: (1) shall reimburse the Owner for all costs and expenses incurred or paid by any Indemnitee in such defense, settlement, trial or arbitration, and (2) pay any judgment or award obtained against the Indemnitees or any of them. This provision is separate and distinct from, and in addition to, any other provision, paragraph or section in the Contract Documents, including any provision, paragraph or section concerning indemnification and procurement of insurance.

§ 3.18.5 The provisions of Sections 3.17 and 3.18 shall survive Substantial Completion and Final Completion of the Work, and the termination or expiration of this Contract, and no payment or partial payment shall waive or release any rights afforded by Sections 3.17 and 3.18.

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§ 4.1.2 ~~Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~At the Owner's discretion, the duties of the Architect described herein, other than those that require licensure as an architect under applicable law (or the duties of Architect as Initial Decision Maker), may be performed by the Owner or the Owner's other designated representative (e.g., the role of reviewing and certifying Applications for Payment and approving Change Orders). The Owner may do so by providing the Contractor written notice of any such role which the Owner or other designated representative is to assume. Neither this nor any other provision of the Contract Documents shall be deemed to relieve the Architect of its obligations to the Owner under the separate agreement between the Owner and the Architect.
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§ 4.2.11 The Architect will ~~interpret and decide~~ provide a written opinion on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. The Contractor shall copy the Initial Decision Maker on any such written requests to the Architect submitted pursuant to this Section, and decisions of the Initial Decision Maker shall take precedence over the decisions of the Architect in the event of conflict with opinions of the Architect.
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§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, ~~including~~ including, proposed self-performed Work by the Contractor, and those who are to furnish materials or equipment fabricated to a special design. Within ~~14~~ 2 business days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of both the Owner and Architect to provide notice within the ~~14-day~~ 2 business-day period shall constitute notice of no reasonable objection.

...

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall cause this Contract to be incorporated by reference in all agreements entered into between it and its Subcontractors, such that the terms and conditions of the Contract flow down to and bind all Subcontractors, whether specifically required or not by any provision of the Contract Documents. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

...

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. The Contractor shall indemnify and hold harmless the Owner from any expenses or liability arising from or related to Work by any Subcontractor prior to the date of assignment, and from any Subcontractor rights or claims accruing prior to the date of assignment except only if and to the limited extent such Subcontractor claims include amounts for which the Owner undisputed owed to but failed to pay the Contractor in accordance with the Contract.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

...

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's ~~delays, improperly timed activities~~ delays to the Critical Path of the Work, improperly timed activities that delay the Critical Path of the Work, or damage to the Work or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate ~~Contractor's delays, improperly timed activities,~~ Contractor's: (a) delays that delay the critical path of the Work, (b) improperly timed activities that delay the critical path of the Work, and (c) damage to the Work or defective construction.

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§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Except as permitted in Section 7.3 and

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Subsection 9.7.2, a change in the Guaranteed Maximum Price or Contract Time shall be accomplished only by a Change Order or written directive issued by Owner to Contractor. Accordingly, no course of conduct or dealings between the Parties, nor express or implied acceptance of alterations or additions to the Work, shall be a basis of any claim to an increase in any amounts due under the Contract Documents or a change in any time period provided in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect ~~alone.~~alone, subject to the Owner's prior written approval.

...

§ 7.1.4 In order to facilitate checking of quotations for extras or credits, all proposals (including as part of CORs, as defined below in Section 7.5) shall be accompanied by a complete itemization of both budgeted costs and actual costs, including labor hours, labor rates agreed in Exhibit C, and material, equipment, and subcontract costs, all of which shall be broken down by CSI Division (or by line item in the approved Schedule of Values, if different) and supported by supported by Subcontractor and supplier quotes and other actual cost documentation, and such other supporting documentation and information as reasonably requested by the Owner or the Architect. Where major cost items are subcontracts, they shall be itemized also.

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work or directing the Contractor to proceed with Work identified in a COR disputed by the Owner prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article ~~15.~~15 subject to the Contractor's full compliance with notice requirements and other preconditions to and limitations on claims for adjustment in the Contract Time in the Contract.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and ~~advise the~~ notify the Owner and Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for ~~overhead and profit~~ the Contractor's Fee shall be figured on the basis of net increase, if any, with respect to that change.

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The ~~Architect~~ Architect, with the Owner's prior written approval, may 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. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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§ 7.5 If the Contractor becomes aware of any circumstance that may be a change in the scope of the Work, or of an act or failure to act by the Owner, the Architect, or the Owner's other consultants, that in the Contractor's opinion justifies a change to the Guaranteed Maximum Price or Contract Time, or if the Contractor otherwise becomes aware of the need for or desirability of a change in the Work, then the Contractor must as soon as practical (but no longer than ten days after Contractor becomes aware of circumstances that may give rise to a change in the Work) submit a written Notice of Potential Change Order to the Owner and the Architect in a format acceptable to the Owner and must specify the reasons for such proposed change and of the anticipated time and/or cost impacts if known at that time. The Contractor shall submit a written Change Order request ("**COR**"), which shall include a detailed description of the changed Work, a price proposal and any requested adjustment to the Contract Time, together with any substantiating data required by Sections 7.1.4 or 15.1.6, or otherwise required by the Owner or the Architect, within twenty-one (21) days after delivery of the initial notice. The Contractor's failure to deliver a COR within such twenty-one (21) calendar-day period shall be deemed a waiver of the right to adjustment of the Guaranteed Maximum Price or the Contract Time for the alleged change. Any such COR that is approved by the Owner will be incorporated in a Change Order. If the Owner determines that the Work in question is not a change in the scope of the Work and the COR is denied but the Contractor believes that it does have merit, the Owner may issue a Construction Change Directive under Section 7.3.1, and the parties will have preserved their rights for resolution of the issue in accordance with the procedures set forth herein. The time frames in this Section 7.5 shall control over those specified in Article 15. Further, notwithstanding anything herein to the contrary, the Contractor must comply with the provisions of this Section 7.5 as a condition to entitlement to any Claim for an increase in the Contract Time or Guaranteed Maximum Price.

§ 7.6 The Owner may issue a request, in writing, to the Contractor, describing a proposed change to the Work and requesting the Contractor submit an itemized proposal in a format acceptable to the Owner within twenty-one (21) days after the Owner issues the request. The Contractor's proposal shall endeavor to include an analysis of impacts to cost and time, if any, to perform additional work, or delete Work, as applicable, including the effects and impacts, if any, on unchanged Work, estimates of costs and the Contractor's proposed methods to minimize costs, delay and disruption to the performance of the Work. If the Contractor fails to submit a written proposal or request additional time for submitting the proposal within the time period above, then the Owner may send a subsequent written notice to the Contractor requesting the Contractor's proposal. If the Contractor fails to submit a written proposal or request for additional time for submitting the proposal within three (3) days after receipt of such subsequent written notice, it shall be presumed that the change described in the Owner's request for a proposed change will not result in a modification to the Guaranteed Maximum Price or Contract Time and the change shall be performed by the Contractor without additional compensation. The Owner's request for a proposed change does not authorize the Contractor to commence performance of the change, unless otherwise specified in writing. If the Owner decides that the proposed change shall be performed, the Work shall be authorized according to the Change Order or Construction Change Directive procedures set forth above.

§ 7.7 The cost or credit to the Owner for work covered by approval changes shall be determined by unit prices listed in the contract if still in effect. For changes not covered by unit prices, cost or credits will be on the basis of either:

.1 A previously agreed upon and approved lump sum, or, if no agreement can be reached,
.2 the actual cost of the work.

The lump sum proposal shall be based upon:

.1 Estimate of Labor (show manhours and hourly rates)
.2 Estimate of Materials (show quantities, UOM and price.
.3 Estimate of Applicable Taxes
.4 Estimate of Equipment Rentals (show hours of use and hourly rates)
.5 Sub-Subcontractor estimate cost (without overhead and profit)
.6 Overhead and Profit – To the above items 1, 2, 3, 4, and 5, there shall be added a maximum fixed fee of ten percent (10%) for subcontractors and a maximum fixed fee of five percent (5%) for general contractors. The total aggregate fees must not exceed fifteen percent (15%). The fees shall be compensation to cover the cost of supervision (job and office), overhead, bond, profit and any other general expenses.

All lump sum proposals shall include a detailed cost breakdown for each component of work indicating both quantities and unit prices and shall be submitted to the Architect within fourteen (14) calendar days after receipt of the proposal request. The Owner shall have fourteen (14) calendar days to approve or disapprove the lump sum proposal unless Contractor requires a shorter turn around that is reasonable.

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The actual cost or credit for the work shall be based upon:

.1 Labor (including Social Security Insurance, Worker's Compensation Insurance, Unemployment Insurance, Welfare Contributions, and other fringe benefits)

.2 Materials

.3 Applicable Taxes

.4 Equipment Rentals

.5 Sub-Subcontractors' costs (without overhead and profit)

.6 Overhead and Profit –. The maximum total aggregate fees and direct or indirect expenses on items 1,2,3,4, and 5 must not exceed eight percent (8%). The fees shall be compensation to cover any fees and direct or indirect expenses.

All labor, material and equipment expenditures for work performed at actual cost shall be approved daily by the Owner. Material invoices shall be presented to the Owner with all payment requests.

§ 7.8 The Contractor shall make a good faith determination of the validity of the nature and amount of changes requested by Subcontractors before passing through such requests to the Owner. It is the Contractor's responsibility to check all Subcontractor and supplier questions for correctness, completeness, detail and fairness before submitting to the Owner.

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§ 8.1.5 The term "Force Majeure" as used in the Agreement and these General Conditions shall mean delays caused by acts, events or circumstances not reasonably within the control of the Party claiming the delay and which, by the exercise of due diligence, such Party is unable to prevent or overcome. Such term shall include, but not be limited to: (i) acts of God, (ii) labor disputes, strikes, lockouts or other industrial acts of the public enemy, (iii) wars, blockades, insurrections, riots, epidemics, pandemics, including but not limited to COVID-19, acts of terrorism, unavoidable casualties, adverse governmental actions unrelated to allegations of defective or improper construction, (iv) transportation shortages, unusual delay in deliveries caused by labor strikes or trade embargos (v) abnormal, adverse weather conditions, landslides, lightning, earthquakes, fires, floods, or other natural disasters, and (vi) explosions.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract ~~Time.~~Time and Final Completion by the Final Completion Date.

§ 8.2.4 In performing any critical path method (CPM) analysis relating to the Work, float or slack time ("**Float**") associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as described in the approved construction schedule for the Work, including any revisions or updates to the schedule. The Project owns the Float, which means Float is not for the exclusive use of any of the Parties and it serves whoever needs it first as long as it is used in good faith.

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§ 8.3.1 If the Contractor is delayed at any time in the ~~commencement or progress~~ critical path of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) ~~by~~ changes ordered in the Work; (3) ~~by labor disputes, fire, unusual delay in deliveries, unavoidable casualties,~~ events that may constitute force majeure, including but not limited to labor disputes, fire, unavoidable casualties, or adverse weather conditions documented in accordance with Section ~~15.1.6.2, or other causes beyond the Contractor's control; (4) by~~ 15.1.6.2; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) ~~by~~ other causes beyond the Contractor's control that the Contractor asserts, and the ~~Architect~~ Owner determines, justify delay, then the Contract Time shall be extended ~~for such reasonable time as the Architect may determine.~~by Change Order or Construction Change Directive to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time (or, in the case of Final Completion after having achieved Substantial Completion, delay the Contractor in achieving Final Completion by the Final Completion Date) and by exercise of reasonable diligent effort, the Contractor is unable to prevent or overcome. However, adjustments in the Contract Time (or Final Completion Date) will be permitted for a delay only to the extent such delay (a) is not caused by the acts, omissions, or other fault

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of the Contractor, any Subcontractors or vendors of any tier, any of their employees, or anyone else for whom any of them is responsible, and was not reasonably anticipatable by any of them, (b) delays the critical path of the Work and is of a duration not less than one (1) day, and (c) written notice is provided to the Owner and the Architect in writing as required by Section 7.5 of this Agreement after Contractor knows of the commencement of each such delay. To the extent the Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Contractor is not entitled to an extension of time, the delay shall be deemed to be a "**Concurrent Delay**." In the case of a Concurrent Delay, the Contractor shall be entitled to an extension of the Contract Time but the Contractor shall not be entitled to any additional compensation for delay whatsoever during the period of Concurrent Delay. The Contractor shall take all reasonable steps to mitigate the impact of any delays, however caused, regardless of whether the Contractor might otherwise be entitled to adjustment of the Contract Sum or Contract Time for such delays.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 7.5 and Article 15.

§ 8.3.3 ~~This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.~~Notwithstanding anything herein to the contrary, an adjustment in the Guaranteed Maximum Price shall only be allowed for delays for which, pursuant to Section 8.3.1, the Contractor is entitled to an extension of the Contract Time caused by the actions or inactions of the Owner, Architect, or their agents or employees, but not for Concurrent Delays, and such adjustment under or pursuant to this Section 8.3.3 shall be limited to adjustment of General Conditions Costs as provided in Section 5.1.2 of the Agreement. The Contractor waives and releases any and all other rights reimbursement or other compensation for time related losses and expenses, whether direct or indirect, and other delay-related rights and claims, including: (1) Contractor's Fee markup on extended General Conditions Costs, (2) loss of anticipated profit, (3) indirect expenses, (4) impact costs, (5) loss of productivity, (6) inefficiency costs, (7) home-office overhead, (8) consequential damages, including loss of bonding capacity, loss of bidding opportunities and insolvency; and (9) attorneys' fees, claims preparation expenses, and all other costs of dispute resolution.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or ~~supplier,~~ supplier because of a dispute or any other reason, unless such Work has been performed by others whom the Contractor intends to pay.

...

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's ~~Application for Payment,~~ properly completed Application for Payment and all supporting documentation and information required by the Contract Documents, 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; or (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 of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; 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 as provided in Section 9.5.1.

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§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, and the Owner may withhold a payment, or because of subsequently discovered evidence, offset against any current payment otherwise due amounts previously paid, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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§ 9.6.1 After the Architect has issued a Certificate for Payment, subject to the satisfaction of all other conditions precedent to payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
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~~If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.~~**§ 9.7.1** If the Owner does not pay the Contractor within the time period established in the Contract Documents, the undisputed amount due the Contractor, then the Contractor may, upon seven days' notice to the Owner and Architect, stop the Work until payment of the undisputed amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the reasonable amount of the Contractor's out-of-pocket costs necessarily incurred as a direct result of shutdown, delay and start-up, subject to the preconditions and limitations of Sections 7.5, 8.3 and other provisions of the Contract.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor for undisputed amounts pursuant to the Contract Documents, such payment shall be made within thirty (30) days after the Owner's written demand (unless a different time for such payment is expressly provided for in the Contract Documents). Notwithstanding anything in the Contract Documents to the contrary, if the Contractor fails to timely make any payment due the Owner for undisputed amounts or if the Owner incurs any costs and expenses to cure any undisputed default of the Contractor or to correct defective Work, the Owner shall have the right to offset such amount against the Guaranteed Maximum Price and may elect either to: (a) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (b) issue a written notice to the Contractor reducing the Guaranteed Maximum Price by an amount equal to that which the Owner is entitled.

...

§ 9.8.1 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 that the Owner can occupy or utilize the Work for its intended use.~~Documents, with all Project systems operational, so that the Owner can lawfully occupy or utilize the Work for its intended use provided, however, as conditions precedent to Substantial Completion, (a) the Owner must have received all Temporary Certificates of Occupancy and any other permits, approvals, licenses and other documents from any governmental authority having jurisdiction thereof necessary to allow the Owner to occupy and operate the Project for its intended use, (b) all Project systems included in the Work necessary for a Temporary Certificate of Occupancy are operational as designed, scheduled and commissioned.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to ~~the Architect a comprehensive list of items to be completed or corrected prior to final payment.~~ Owner and the Architect a comprehensive draft of a proposed "**Punch List**" setting forth any items that are incomplete or found not to be done in accordance with the Contract Documents. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. In connection with the preparation of the Punch List, the Contractor shall arrange a meeting with applicable Subcontractors to identify and explain all items that are found to be defective, incomplete or otherwise not in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's ~~list, the Architect~~ draft Punch List, the Architect (and, at the Owner's option, the Owner) will make an inspection to determine whether the Work or designated portion thereof is substantially ~~complete. If the Architect's~~ complete and make any revisions to the draft Punch List determined to be necessary. If such inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor ~~shall, before issuance of the Certificate of Substantial Completion,~~ shall complete or correct such item upon notification by ~~the Architect.~~ the Owner or Architect as a precondition to issuance

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of the Certificate of Substantial Completion. In such case, the Contractor shall then submit a request for another inspection by the Architect (and, at the Owner's option, the Owner) to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the ~~Certificate.~~ Certificate to include other items identified by the Owner or the Architect as requiring completion or correction (but minor enough so as not to preclude determination of Substantial Completion). 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.
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§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially ~~complete,~~ complete (which, without limitation, requires a temporary or permanent Certificate of Occupancy for such portion from the governing authorities having jurisdiction over the Work. and that all mechanical and electrical work be complete and functional within such portion of the Work), the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

...

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents. Further, partial occupancy shall not: (1) constitute final acceptance of any Work (2) relieve the Contractor for responsibility for loss or damage because of or arising out of defects in, or malfunctioning of, any Work, material, or equipment, nor from any other unfulfilled obligations or responsibilities under the Contract Documents, or (3) commence any warranty period under the Contract Documents (except as to the floor or unit occupied) unless agreed to otherwise by the Parties in writing.

...

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect (and, at the Owner's option, the Owner) will promptly make such inspection. When the Owner and Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation by the Architect that all conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until ~~the Contractor submits to the Architect (1) an affidavit~~ all conditions precedent to final payment set forth in the Contract have occurred or been satisfied and the Contractor submits to the Owner and Architect (1) a duly executed and notarized Contractor's Final Payment Affidavit in statutory form confirming that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special

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warranties, such as manufacturers' warranties or specific Subcontractor warranties, ~~and (6)~~ (6) with the Owner's maintenance personnel, the Contractor shall have directed the checkout and/or commissioning of utilities, operations systems, and equipment for readiness, and assisted in their initial start-up and testing, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and ~~accepted.~~ accepted, provided that all other conditions precedent to final payment have occurred or been satisfied. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.
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§ 10.2.5 The Contractor shall promptly remedy damage and loss ~~(other than damage or loss insured under property insurance required by the Contract Documents)~~ to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The Contractor shall not knowingly use or permit the use of any hazardous substance at the Project site without the express written consent of the Owner. The Contractor agrees not to use any fill or other materials to be incorporated into the Work which are hazardous, toxic or comprised of any items that are hazardous or toxic.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor or anyone for whom the Contractor is responsible or liable brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

...

§ 11.1.1 ~~The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance~~ Contractor and Owner have agreed

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that Owner will purchase and maintain a project-specific general liability insurance policy (the "GL Policy") insuring both Contractor and Owner as Named Insureds. The GL Policy shall contain the endorsements and comply with the terms and conditions identified herein or elsewhere in this Agreement or the Contract Documents. Owner shall purchase and maintain the GL Policy from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The ~~Owner, Architect, and Architect's~~ Architect and architect's consultants shall be named as additional insureds under the ~~Contractor's commercial general liability policy~~ GL Policy or as otherwise described in the Contract Documents.
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§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the ~~Contractor~~ a party becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the ~~Contractor~~ party shall provide notice to the ~~Owner~~ other party of such impending or actual cancellation or expiration. Upon receipt of notice from the ~~Contractor, the Owner~~ party, the other party shall, unless the lapse in coverage arises from an act or omission of the ~~Owner,~~ other party, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement ~~coverage by the Contractor.~~ coverage. The furnishing of notice ~~by the Contractor~~ shall not relieve the ~~Contractor~~ party of any contractual obligation to provide any required coverage.

§ 11.1.5 The Contractor shall cause each Subcontractor to purchase and maintain the insurance as is required of the Subcontractors under the Contract Documents, as well as any other coverage that the Contractor may consider necessary. If a Subcontractor cannot obtain the required insurance limits, Contractor shall notify Owner prior to the Subcontractor starting work on the project, and request approval for the different insurance limits obtained by the Subcontractor. The Owner shall not unreasonably withhold approval of the requested change in coverage limits if the protection provided by the differing insurance limits is commiserate with the Subcontractor's scope of Work. The coverage afforded under any insurance policy obtained under or pursuant to the Contract Documents shall be primary to any valid and collectible insurance carried separately by any of the additional insureds. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance liability under this insurance policy shall not be reduced by the existence of other insurance. The Owner shall be included as an additional insured on the general liability policies purchased by the Subcontractors for the Project.

...

§ 11.2.1 The Owner shall purchase and maintain insurance ~~of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents.~~ "Builder's Risk" insurance (or equivalent property insurance) that provides "All-Risk" coverage (or its reasonable equivalent) on a replacement cost basis in the amount of the GMP, which insurance shall include insurance against the perils of fire (with extended coverage) and physical loss or damage, including theft, vandalism, glass breakage, malicious mischief, collapse, earthquake and flood where specifically included, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of Applicable Laws, and shall cover reasonable compensation for the Architect's and the Contractor's services and expenses required as result of such insured loss. Should the Owner elect to purchase Builder's Risk insurance without terrorism coverage, the Owner accepts the risk of loss due to terrorist related events and waives any rights as against the Contractor and other additional insureds under the Owner's Builder's Risk insurance policy for losses that otherwise would have been covered had the Owner's Builder's Risk insurance policy included terrorism coverage. The Owner's Builder's Risk insurance described herein shall include the interest of the Contractor and all Subcontractors of all tiers as additional named insureds. The Owner's Builder's risk insurance shall be maintained unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until the later of final payment has been made under the Agreement or until no person or entity other than the Owner has an insurable interest in the property required to be covered by the Owner's Builder's Risk insurance, whichever is later. Materials, supplies and equipment destined to become a permanent part of the completed Project while on or about the Project site or at other locations approved by the Owner or in transit shall be covered. The Contractor's, Subcontractors' and Sub-subcontractors of all tiers' temporary structures, tools, equipment and other materials not to become a permanent part of the completed Project are excluded from the Owner's property insurance required by this Section 11.2.1. The Owner shall not be responsible for loss, theft, or disappearance of such temporary structures, tools, equipment or other materials not to become a permanent part of the completed Project. The Owner shall purchase and maintain the required property insurance from an insurance company or insurance companies lawfully authorized to issue

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insurance in the jurisdiction where the Project is located. If the insurance required by this Section 11.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all losses covered because of such deductibles or self-insured retentions, unless the loss is caused by the Contractor or Contractor's Subcontractors' acts or omissions.

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§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent ~~those losses are covered by~~ of insurance proceeds received for those losses from property insurance required by the ~~Agreement~~ Contract or other property insurance applicable to the ~~Project, except such rights as they have to proceeds of such insurance.~~ Project. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

~~**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. ~~The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

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§ 12.1.1 If a portion of the Work is covered contrary to the Owner's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

...

§ 12.2.3 The Contractor ~~shall~~ shall, within twenty-four (24) hours in the event of an emergency threatening imminent harm to person or property or, otherwise, within seven (7) days of receipt of notice from the Owner, remove from the site portions of the Work that are defective or otherwise not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the ~~Owner.~~Owner in writing.

...

§ 12.2.5 The remedies expressed herein are cumulative and in addition to any other right or remedy available to the Owner under statute or Applicable Laws. Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither ~~party to the Contract~~ Party shall assign the Contract as a whole without written consent of the other. If either ~~party~~ Party attempts to make an assignment without such consent, ~~that party~~ such assignment shall be void and the Party attempting to assign the Contract, or portion thereof, shall nevertheless remain legally responsible for all obligations under the Contract. Further, the Contractor may not assign any monies due to it under the Contract without the prior written consent of the Owner.

§ 13.2.2 ~~The~~ Prior to final payment, the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, ~~if the lender~~ to an affiliate of the Owner or to a transferee of all or substantially all of the Owner's interest in the Project, if the lender, affiliate or transferee, as the case may be, assumes the Owner's rights and obligations under the Contract Documents. After final payment, the Owner may assign the Contract and its rights under it, in whole or in part, without the Contractor's consent. The Contractor shall execute all consents reasonably required to facilitate the assignment.

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§ 13.6 Survival

All of the Contractor's representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor in accordance with Florida law.

...

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the ~~Work, repeated suspensions, delays, or interruptions~~ Work: (a) suspension of the entire Work by the Owner as described in ~~Section 14.3, constitute in the aggregate~~ Section 14.3 continues for more than ninety (90) consecutive days, or one hundred twenty (120) cumulative days over a five month period, or (b) issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped, in the aggregate, more than 100 percent of the total number of days scheduled for ~~completion, or 120 days in any 365-day period, whichever is less.~~completion.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' additional notice to the Owner and Architect, terminate the Contract and ~~recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such~~ shall, as the Contractor's sole remedy, payment for unpaid amounts for Work executed based on the Cost of the Work plus the Contractor's Fee thereon at the percentage rates specified in Section 5.1 of the Agreement (or if the Contractor's Fee is a lump sum, a percentage of the Contractor's Fee equal to the percentage completion of the Work). Further the Contractor shall be entitled to recover reasonable costs of demobilization, re-stocking fees, purchase order cancellation fees and similar direct costs of termination.

§ 14.1.4 If the Work is stopped for a period of ~~60 consecutive days~~ one hundred twenty (120) consecutive days or one hundred fifty (150) cumulative days within a five month period through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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.3 repeatedly disregards ~~applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;~~ Applicable Laws;

.4 is adjudged bankrupt, filed for bankruptcy protection, or makes a general assignment for the benefit of its creditors, if a receiver is appointed on account of insolvency, or in the event of other evidence of the Contractor's insolvency;

5. fails to prosecute the Work to completion in a diligent and timely manner and in accordance with the provisions of the Contract Documents;

.6 fails or refuses to provide insurance or proof of insurance as required by the Contract Documents; or

~~.4~~ .7 otherwise is guilty of a material or substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

§ 14.2.4 ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance,~~ The Owner may withhold payments to the Contractor until the Work is fully completed, and shall thereafter pay the Contractor for the Work the Contractor satisfactorily completed prior to termination, less cost and damages incurred by the Owner as a result of the Contractor's default. If the costs and damages incurred by the Owner as a result of the Contractor's default exceed the unpaid balance otherwise due to the Contractor, the Contractor shall pay the difference to ~~the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this~~ the Owner with interest thereon at the legal rate prevailing from time to time at the place where the Project is located. This obligation for payment shall survive termination of the Contract. Nothing herein shall be deemed to limit the Owner's rights at law or in equity.

...

§ 14.3.2 The ~~Contract Sum~~ Contractor shall promptly recommence the Work upon written notice from Owner directing Contractor to resume the Work. The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under ~~Section 14.3.1. Adjustment of the Contract Sum shall include profit.~~ Section 14.3.1; provided, however, that adjustment of the Guaranteed Maximum Price shall include only reasonable out-of-pocket costs necessarily incurred by the Contractor for demobilization, remobilization, and protection of the Work during the suspension, and those General Condition Costs that will continue to accrue during the period of suspension. No adjustment shall be made to the extent

...

§ 14.4.1 The Owner may, at any ~~time,~~ time at the Owner's sole discretion, terminate the Contract for the Owner's convenience and without cause.

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase ~~orders.~~orders;

.4 transfer title and delivery to Owner Work in progress, specialized equipment necessary to perform the Work, the Record Drawings and Record Documents; and

.5 except for Work directed by the Owner to be performed, incur no further costs or expenses.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner ~~shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~shall, as the Contractor's sole remedy, pay the Contractor for (a) unpaid Costs of the Work properly installed prior to the effective date of termination, (b) Contractor's Fee thereon at the percentage rates specified in Section 5.1.1 of the Agreement (or if the Contractor's Fee

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is a lump sum, a percentage of the Contractor's Fee equal to the percentage completion of the entire Work), and (c) the Costs of the Work for items properly and timely fabricated off the Project site, delivered and stored in accordance with the Owner's instructions, and (d) expenses reasonably incurred by Contractor in demobilizing from the site. The Cost of the Work to be paid the Contractor as provided herein shall be the amount determined by audit of the Contractor's records. The Contractor's invoice for compensation in the event of termination must be supported by sufficient records and documentation to enable the Owner and its auditors to verify all amounts claimed by the Contractor. The Owner shall be credited for (i) payments previously made to the contractor for the terminated portion of the Work, (ii) claims which the Owner has against the Contractor under the Contract, and (iii) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Guaranteed Maximum Price. Upon termination pursuant to this Section and payment of the amounts owing the Contractor, the Owner shall have no further obligation to the Contractor. The Owner shall in no event be liable to the Contractor for any unabsorbed overhead or unrealized profits with respect to the terminated Work.

§ 14.4.4 If the Owner terminates the Contract for cause (as distinguished from termination for its convenience) and it shall be determined that the Owner's termination was unjustified, such termination shall be deemed to have been a termination for the Owner's convenience under Section 14.4 hereof, and the Contractor's sole rights, remedy and recourse shall be governed and determined by this Section 14.4.

...

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, 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. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

...

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party ~~and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ for matters not covered by Sections 7.3 or 7.5 above. Unless a shorter period of time is specified elsewhere herein, Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant first recognizes~~ Contractor first recognizes or reasonably should have recognized the condition giving rise to the Claim, whichever is later. Denial in whole or part of a COR submitted in accordance with Section 7.5 shall be deemed proper preservation of each parties' rights to resolve a disputed COR without further notice.

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§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts due in accordance with the Contract Documents.

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under ~~Section 10.4.~~Section 10.4, provided that notice shall be given as soon as is reasonably practicable. The costs to the Contractor of preparing and negotiating PCOs, CORs, and Claims shall not be reimbursable under this Contract.

...

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. Further, with Claims for additional time, the Contractor shall submit all of the following, without limitation of other requirements under the

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Contract: (a) the Contractor's COR per Section 7.5; (b) a fragnet CPM analysis demonstrating the impact to the Project's critical path and outlining the time extension requested by the Contractor as further outlined in Section 15.1.6.3; (c) planned construction schedule in accordance with Section 3.10. In the case of an acceleration Claim in connection with the exercise of the Owner's rights to require the Contractor to implement Extraordinary Measures for which the Contractor is entitled to an increase in the GMP pursuant to Section 3.10.4, the Contractor also shall submit other documentation for typical acceleration consequences, including increased levels of manpower/overtime, and equipment.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. Only unusual or severe weather conditions for the time of year will be considered as a potential justification for a delay in the completion of the Work and the Contractor agrees than an extension of time will only be granted for actual days lost due to adverse weather conditions that are in excess of the normal days lost due to inclement weather for the given period, and then only if the excessive actual days lost due to adverse weather conditions negatively impact the critical path of the Project.

§ 15.1.6.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.6.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents. Additionally and notwithstanding anything to the contrary herein, the Parties expressly acknowledge and agree that this waiver of claims for consequential damages does not apply to any damages, liabilities, costs or expenses: (i) covered by insurance, or (ii) if the consequential damages are not covered by Contractor's general liability insurance, such consequential damages may nevertheless be recovered by Owner against Contractor, but such recovery shall be capped at 100% of the greater of the Contractor profit line item on Exhibit E to this Agreement, or six percent (6%) of the Cost of the Work.

...

~~**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections ~~9.10.4, 9.10.5,~~ 9.10.5 and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

...

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding~~

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~~dispute resolution proceedings with respect to the initial decision.~~The parties shall share the mediator's fee and any filing fees equally. The 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.

~~**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The 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.~~

~~**§ 15.4 Arbitration**~~

~~**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration 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.~~

~~**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

~~**§ 15.4.3** 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.~~

~~**§ 15.4.4 Consolidation or Joinder**~~

~~**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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).~~

~~**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party 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.~~

~~**§ 15.4.4.3** 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 those of the Owner and Contractor under this Agreement.~~

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(Signed) for Michael Wilson

Partner

(Title)

5/15/20

(Dated)

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NEI GENERAL CONTRACTING

Exhibit B - List of Plans and Specifications

Ashley Square Apartments

Jacksonville, FL

May 12, 2020

Sheet	Title	Date	Revision
	PROJECT MANUAL/SPECIFICATIONS		
	PROJECT MANUAL FOR ASHLEY SQUARE APARTMENTS JACKSONVILLE FLORIDA, PQH GROUP	4/29/2020	
	ENGINEERING REPORTS		
	RFA 2018-116 REQUIREMENTS - MODIFIED 10 PAGES		
	ASHLEY SQUARE - EXHIBIT M "FEATURES AND AMENITIES", FHFC - MODIFIED 17 PAGES		
	ECS Florida, LLC Geotechnical Engineering Report for Project No. 35:28824	1/13/2019	1/9/2020
	CIVIL		
1	COVER	12/10/2019	R1 01-16-2020 Per COJ Comments
2	GENERAL NOTES, SITE PLAN, LEGEND AND ABBREVIATIONS	12/10/2019	SIGNATURE DATE 02/26/2020
3	EXISTING SURVEY	12/10/2019	SIGNATURE DATE 02/26/2020
4	MAINTENANCE OF TRAFFIC PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
5	MAINTENANCE OF TRAFFIC DETAILS	12/10/2019	SIGNATURE DATE 02/26/2020
6	DEMOLITION PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
7	EROSION AND SEDIMENT CONTROL PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
8	EROSION AND SEDIMENT CONTROL DETAILS & STORM WATER POLLUTION PREVENTION PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
9	ASHLEY STREET GARAGE ENTRANCE GEOMETRY PLAN	12/10/2019	R2 03-09-2020 Per COJ Comments
10	BEAVER STREET GARAGE ENTRANCE GEOMETRY PLAN	12/10/2019	R2 03-09-2020 Per COJ Comments
11	ASHLEY STREET GARAGE PAVING AND DRAINAGE PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
12	BEAVER STREET GARAGE ENTRANCE PAVING AND DRAINAGE PLAN	12/10/2019	SIGNATURE DATE 02/26/2020
13	PAVING AND DRAINAGE DETAILS	12/10/2019	SIGNATURE DATE 02/26/2020
14	PAVING AND DRAINAGE DETAILS	2/26/2020	R1 01-16-2020 Per COJ Comments
14A	PAVING AND DRAINAGE DETAILS	2/26/2020	R1 01-16-2020 Per COJ Comments
15	WATER AND SEWER PLAN	2/26/2020	REVISED - NO BLOCK CHANGES
15A	WATER AND SEWER PLAN	2/26/2020	NEW DRAWING - NO BLOCK COMMENTS
15B	PUMP STATION DETAIL SHEET	2/26/2020	NEW DRAWING - NO BLOCK COMMENTS
16	WATER AND SEWER DETAILS	12/10/2019	SIGNATURE DATE 02/26/2020
17	WATER AND SEWER DETAILS	12/10/2019	SIGNATURE DATE 02/26/2020
18	FIRE HYDRANT FLOWS	12/10/2019	SIGNATURE DATE 02/26/2020
	LANDSCAPE		
L-1	JEDC Downtown Streetscape Design Guidelines	2/20/2020	
L-2	LANDSCAPE PLAN	2/20/2020	
L-3	LANDSCAPE PLAN	2/20/2020	
L-4	LANDSCAPE SITE PLAN AND TREE PROTECTION PLAN	2/20/2020	
L-5	PEDESTRIAN SIDEWALK CONCRETE FINISH	2/20/2020	
L-6	LANDSCAPE PLAN	2/20/2020	
L-7	LANDSCAPE PLAN	2/20/2020	
L-8	LANDSCAPE PLAN	2/20/2020	
L-9	PLANT LIST AND PLANTING DETAILS	2/20/2020	
L-10	LANDSCAPE SPECIFICATIONS	2/20/2020	
L-11	LANDSCAPE SPECIFICATIONS	2/20/2020	
L-12	ARBORIST REPORT	2/20/2020	
	IRRIGATION		
IR-1	IRRIGATION PLAN	3/3/2020	1 DATE 00-00-00
IR-2	IRRIGATION DETAILS	3/3/2020	1 DATE 00-00-00
IR-3	IRRIGATION SPECIFICATIONS	3/3/2020	1 DATE 00-00-00
	SURVEY		
1 OF 2	ATLANTIC GULF SURVEYING CO. INC.	12/20/2019	ADDED PIPE INVERTS
2 OF 2	ATLANTIC GULF SURVEYING CO. INC.	12/20/2019	ADDED PIPE INVERTS
	ARCHITECTURAL		
A0.0	COVER SHEET	4/30/2020	
G002	SHEET INDEX	4/30/2020	
G003	GENERAL NOTES, ABBREVIATIONS & SYMBOLS	4/30/2020	
G004	BUILDING CODE ANALYSIS	4/30/2020	
G201	PARTITION TYPES - WOOD	4/30/2020	
G510	FIRE PROTECTION - RATED ASSEMBLIES	4/30/2020	
G511	FIRE PROTECTION - RATED ASSEMBLIES	4/30/2020	
G512	FIRE PROTECTION - RATED ASSEMBLIES & FIRE PENETRATION ASSEMBLIES	4/30/2020	
G513	FIRE PENETRATION ASSEMBLIES	4/30/2020	
G520	ADA ACCESSIBILITY DETAILS & NOTES	4/30/2020	
G521	FAIR HOUSING ACCESSIBILTY STANDARDS	4/30/2020	

NEI GENERAL CONTRACTING

Ashley Square Apartments

Jacksonville, FL

May 12, 2020

Sheet	Title	Date	Revision
AS100	ARCHITECTURAL SITE PLAN - OVERALL LOWER GARAGE FLOOR PLAN	4/30/2020	
AS101	OVERALL GARAGE FLOOR PLAN - SITE PLAN	4/30/2020	
A100	OVERALL LOWER GARAGE FLOOR PLAN	4/30/2020	
A101	OVERALL GARAGE FLOOR PLAN	4/30/2020	
A102	A_ENLARGED FLOOR PLAN_LOBBY	4/30/2020	
A103	GARAGE DRAINAGE PLAN	4/30/2020	
A110	A_OVERALL BUILDING PLAN_1ST FRL RESIDENTIAL - TYPICAL	4/30/2020	
A111	A_ENLARGED FLOOR PLAN_CORE_TYP FLOOR	4/30/2020	
A120	A_OVERALL BUILDING PLAN_2ND FRL RESIDENTIAL	4/30/2020	
A130	A_OVERALL BUILDING PLAN_3RD FRL RESIDENTIAL	4/30/2020	
A140	A_OVERALL BUILDING PLAN_4TH FRL RESIDENTIAL	4/30/2020	
A190	OVERALL ROOF PLAN	4/30/2020	
A201	BUILDING ELEVATIONS	4/30/2020	
A202	BUILDING ELEVATIONS	4/30/2020	
A203	BUILDING ELEVATIONS	4/30/2020	
A301	BUILDING SECTIONS	4/30/2020	
A302	BUILDING SECTIONS	4/30/2020	
A312	WALL SECTIONS	4/30/2020	
A313	WALL SECTIONS	4/30/2020	
A401	ENLARGED UNIT PLANS & INTERIOR ELEVATIONS	4/30/2020	
A421	ENLARGED BATHROOM PLANS & INTERIOR ELEVATIONS	4/30/2020	
A431	ENLARGED KITCHEN PLANS & INTERIOR ELEVATIONS	4/30/2020	
A432	ENLARGED KITCHEN PLANS & INTERIOR ELEVATIONS	4/30/2020	
A451	STAIR PLANS & SECTIONS	4/30/2020	
A452	STAIR PLANS & SECTIONS	4/30/2020	
A453	STAIR PLANS & SECTIONS	4/30/2020	
A461	ELEVATOR PLANS & SECTIONS	4/30/2020	
A501	MISCELLANEOUS DETAILS	4/30/2020	
A502	WINDOW AND FLOOR DETAILS	4/30/2020	
A503	MILLWORK SECTIONS + DETAILS	4/30/2020	
A504	FRAMING DETAILS	4/30/2020	
A505	PANEL TRIM DETAILS	4/30/2020	
A510	BATHROOM DETAILS	4/30/2020	
A551	STAIR DETAILS	4/30/2020	
A601	WINDOW TYPES & NOTES	4/30/2020	
A620	WINDOW TAPING DETAILS	4/30/2020	
A820	OVERALL GARAGE FLOOR REFLECTED CEILING PLAN	4/30/2020	
A830	OVERALL 1ST FLOOR REFLECTED CEILING PLAN	4/30/2020	
A891	CEILING DETAILS	4/30/2020	
	STRUCTURAL		
S001	DESIGN CRITERIA & GENERAL NOTES	6/10/2020	(ISSUED 4/30/2020 SET)
S002	GENERAL NOTES	6/10/2020	(ISSUED 4/30/2020 SET)
S101	LOWER GARAGE FOUNDATION PLAN	6/10/2020	(ISSUED 4/30/2020 SET)
S102	GARAGE FLOOR PLAN	6/10/2020	(ISSUED 4/30/2020 SET)
S103	FIRST FLOOR PLAN	6/10/2020	(ISSUED 4/30/2020 SET)
S104	TYP FLOOR FRAMING PLAN	6/10/2020	(ISSUED 4/30/2020 SET)
S105	ROOF FRAMING PLAN	6/10/2020	(ISSUED 4/30/2020 SET)
S201	FOUNDATION SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S202	FOUNDATION SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S203	FOUNDATION SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S204	FOUNDATION SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S205	FOUNDATION SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S301	MASONRY SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S401	FLOOR FRAMING SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S402	FLOOR FRAMING SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S501	ROOF FRAMING SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S601	FRAMING REQUIREMENTS & GRAVITY LOADS SCHEDULES AND DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S602	UPLIFT LOADS SCHEDULES AND DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S701	POST-TENSIONED SLAB SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S702	POST-TENSIONED SLAB SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S703	POST-TENSIONED SLAB SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)
S704	POST-TENSIONED SLAB SECTIONS & DETAILS	6/10/2020	(ISSUED 4/30/2020 SET)

NEI GENERAL CONTRACTING

Ashley Square Apartments

Jacksonville, FL

May 12, 2020

Sheet	Title	Date	Revision
	FIRE PROTECTION		
FP001	FIRE PROTECTION CRITERIA	4/30/2020	
FP101	FIRE PROTECTION PLAN LOWER GARAGE LEVEL	4/30/2020	
FP102	FIRE PROTECTION GARAGE LEVEL	4/30/2020	
FP103	FIRE PROTECTION RESIDENTIAL LVL 1-4	4/30/2020	
	MECHANICAL		
M001	MECHANICAL LEGEND, GENERAL NOTES	4/30/2020	
M002	MECHANICAL SCHEDULES	4/30/2020	
M101	MECHANICAL LOWER GARAGE	4/30/2020	
M102	MECHANICAL GARAGE LEVEL	4/30/2020	
M103	MECHANICAL 1ST RESIDENTIAL LVL	4/30/2020	
M105	MECHANICAL ROOF PLAN	4/30/2020	
M200	MECHANICAL ENLARGED UNIT FLOOR PLANS	4/30/2020	
M500	MECHANICAL DETAILS	4/30/2020	
M501	MECHANICAL DETAILS	4/30/2020	
	PLUMBING		
P001	PLUMBING LEGEND, GENERAL NOTES	4/30/2020	
P002	PLUMBING SCHEDULES	4/30/2020	
P101	DWV OVERALL PLAN LOWER GARAGE LEVEL	4/30/2020	
P102	DWV OVERALL PLAN LOWER GARAGE LEVEL	4/30/2020	
P103	DWV OVERALL PLAN 1ST RESIDENTIAL LVL	4/30/2020	
P104	DWV OVERALL PLAN 2ND-4TH RESIDENTIAL LEVELS	4/30/2020	
P105	DWV ROOF PLAN	4/30/2020	
P201	DOMESTIC WATER & GAS OVERALL PLAN LOWER GARAGE LEVEL	4/30/2020	
P202	DOMESTIC WATER & GAS OVERALL PLAN LOWER GARAGE LEVEL	4/30/2020	
P203	DOMESTIC WATER & GAS OVERALL PLAN 1ST FLOOR RESIDENTIAL	4/30/2020	
P204	DOMESTIC WATER & GAS OVERALL PLAN 2ND-4TH RESIDENTIAL LVL	4/30/2020	
P205	DOMESTIC WATER & GAS ROOF PLAN	4/30/2020	
P300	DWV ENLARGED UNIT FLOOR PLANS	4/30/2020	
P301	UNIT PLUMBING ISOMETRICS	4/30/2020	
P500	PLUMBING DETAILS	4/30/2020	
	ELECTRICAL		
E001	ELECTRICAL LEGENDS, SCHEDULES AND NOTES	4/30/2020	
E002	LIGHTING SCHEDULE AND NOTES	4/30/2020	
E003	ELECTRICAL RISER DIAGRAM	4/30/2020	
E004	ELECTRICAL ELEVATIONS	4/30/2020	
E005	ELECTRICAL SCHEDULES	4/30/2020	
E006	ELECTRICAL SCHEDULES	4/30/2020	
E007	FIRE ALARM RISER, MATRIX AND CRITERIA	4/30/2020	
E008	TELECOM RISERS	4/30/2020	
E101	OVERALL ELECTRICAL PLAN - LOWER GARAGE LEVEL	4/30/2020	
E102	ELECTRICAL GARAGE LEVEL	4/30/2020	
E103	OVERALL POWER PLAN - TYPICAL RESIDENTIAL LEVEL	4/30/2020	
E104	OVERAL LIGHTING PLAN - TYPICAL RESIDENTIAL LEVEL	4/30/2020	
E105	ELECTRICAL ROOF PLAN	4/30/2020	
E200	UNIT ELECTRICAL PLANS	4/30/2020	
E201	ENLARGED POWER PLAN - LOBBY	4/30/2020	
E202	ENLARGED LIGHTING PLAN - LOBBY	4/30/2020	
E301	ELECTRICAL DETAILS	4/30/2020	

EXHIBIT “C”

Ashley Square (RFA 2018-116)

General Contractors Cost Certification (GCCC) Instructions (rev May 2018)

GCCC Excel Forms (rev May 2018)

GENERAL CONTRACTOR COST CERTIFICATION

FORM AND INSTRUCTIONS

These instructions are designed to assist Housing Credit (HC) Applicants, General Contractors, and independent Certified Public Accountants in the preparation and submission of the General Contractor Cost Certification (GCCC) as part of the Final Cost Certification Application Package (FCCAP) required of the HC Applicant. The GCCC shall be completed, executed and submitted to Florida Housing in both hard copy format and electronic files of the Microsoft Excel spreadsheet for the General Contractor cost certification, along with the required Certified Public Accountant opinion letter regarding the General Contractor cost certification, and an unqualified audit report prepared by an independent Certified Public Accountant regarding the General Contractor cost certification.

The purpose of the General Contractor cost certification process is to establish the total actual costs incurred by the General Contractor in the delivery of a HC Development. This will assist Florida Housing in determining certain development costs and the amount of subsidy to be allocated to the HC Development.

The cost certification process is required of all HC Applicants and all General Contractors. The HC Applicant is obligated to submit or cause to be submitted the GCCC in a timely manner with respect to its FCCAP submission deadline. The GCCC certification must be completed by the General Contractor and returned to Florida Housing along with an unqualified audit report from an independent Certified Public Accountant, each component of which must be reviewed and accepted by Florida Housing. The Certified Public Accountant's report must provide the findings of its audit of the General Contractor's construction contract costs and state the General Contractor's cost certification was completed according to proper regulatory procedures and professional standards, inclusive of the requirements provided herein. Within the submission package, the certified Public Accountant must inform Florida Housing of the names of the sub-contractors that have been verified and the amounts of the sub-contracts verified. At a minimum, the CPA shall verify the amounts paid to the top three sub-contractors in terms of dollar amount as well as an additional five sub-contractors, selected randomly per the instructions below.

The HC Applicant will receive a GCCC template as an electronic Microsoft Excel file to forward to the General Contractor or the General Contractor can obtain one directly from Florida Housing. Instructions for completing it begin on page 3. Please read the instructions before attempting to complete it.

The General Contractor is entitled to include in the General Contractor's cost certification costs, all ordinary and necessary expenses directly related to the construction contract to deliver the HC Development, inclusive of amounts paid or owing to all sub-contractors, all labor and material required for the purpose of performing the contract, insurance premiums, and all types of ordinary and necessary costs related to the construction (light, power, telephone, water and other utilities furnished to the construction job, and all other ordinary expenditures of the contractor incidental to the performances of the contract). Labor can be aggregated in one total for each cost line item,

but all sub-contractors/vendors paid for said labor must be identified and included in the information provided to the Certified Public Accountant as provided below, as well as to Florida Housing. In such a case, insert a comment under the 'Name of Subcontractor or Payee' column header indicating there are multiple payees for that cost line item. If a subcontractor is providing both labor and material for a specific line item and a separation of labor and material costs cannot be detailed, then the costs for that specific line item can be reported as a combined total. Each sub-contractor, or payee, must be identified as either being related, or not being related, to the general contractor. In addition, each sub-contractor, or payee, must be identified as either being or not being related or affiliated with any other sub-contractor. If any sub-contractors or payees are found to be related or affiliated with any other, the names must be provided and the relationship identified. Attachment A is a trade item listing, clarifying the desired trade item captions and a general description of what should be included in each of those trade items.

All expenditures must be reduced by the amounts of any rebates, allowances, trade discounts, reimbursements, adjustments, cost savings, or other sums that the General Contractor and/or the HC Applicant has received or is to receive. If the General Contractor paid sales tax and the sales tax has been or is to be refunded back to another entity (i.e., the Applicant or the Developer), the total amount paid by the General Contractor should reflect the sales tax paid and the amount of the refund will be reflected and identified separately in the FCCAP.

Florida Housing reserves the right to exclude any cost when the amount is determined to be so high as to be out-of-line with reasonable and necessary costs or not in compliance with any restrictions outlined in the application, credit underwriting, and/or allocation processes. Florida Housing also reserves the right to exclude any cost deemed not appropriate as provided by Section 42 of the Internal Revenue Code.

The General Contractor shall provide at least the following information to the Certified Public Accountant:

1) Completed Florida Housing's General Contractor cost certification forms, including any required descriptions of costs (see Attachment A: Trade Item Captions and Definitions);
2) Copy of construction contract and any change orders;
3) Listing of all sub-contractors utilized on the job, with amounts paid or to be paid;
4) Listing of all other costs and fees paid and/or incurred for the HC Development by the general contractor.
5) Listing of all sub-contractors related to the General Contractor utilized on the job.
6) Listing of all sub-contractors that are related or affiliated with any other sub-contractor utilized on the job.

The Certified Public Accountant performing the audit of the General Contractor's cost certification must send the following confirmation requests to the three largest dollar sub-contractors:

1) Confirm the construction contract amount;
2) Confirm any change orders;
3) Confirm what additional costs were incurred outside of the contract, if any;
4) Confirm the type of services provided (trade breakdown); ~~and~~
5) Confirm amounts paid to date and balance(s), if any, to be paid;
6) Request to clarify if it is related to the General Contractor; and
7) Request to clarify if it is related or affiliated to any other sub-contractor utilized on the job.

In addition, the Certified Public Accountant must randomly select other sub-contractors sufficient in number (but in no event less than five), when taken together with the three largest dollar sub-contractors, to account for at least 40% of the total contract construction cost, and verify the amounts paid to each sub-contractor by reviewing check copies, contract documents, change orders, and other supporting information to verify amounts included within the cost certification for each sub-contractor selected. Florida Housing reserves the right to require a higher standard of requirements for the audit from the Certified Public Accountant than those provided herein when there is a contractual agreement between Florida Housing and another entity or individual involved in the delivery of the HC Development where such agreement calls for such a higher standard requirement. The affected entity or individual would be required to inform the General Contractor of the higher standard requirement.

GENERAL CONTRACTOR COST CERTIFICATION INSTRUCTIONS

The General Contractor must use the Microsoft Excel file provided to complete the GCCC. The Microsoft Excel file provided via email is named "General Contractor Cost Certification Template". **Open the file in Microsoft Excel and immediately save the file under another name to preserve the formulas in the original file.**

Many cells are protected, the computer will automatically generate these entries depending on your other entries, and you will not be able to enter anything into these areas. Many entries once entered are automatically incorporated into formulas throughout the template.

You will notice that the fonts have different colors:

- Items in a black font represent those items that are the template.
- An item in a brown font represents an item entered by you.
- An item in a dark blue font represents a copy of an item previously entered by you or a calculation made based on entries previously entered by you. You will be unable to enter anything into a cell that has a dark blue font.

Start at the top of the worksheet tab called 'GC Cost Breakdown.'

Type in the Development Name, Development Location, Contractor Name, and Owner's Name in the spaces provided.

There are six separate cost sections to this report: Site Improvements, Off-Site Improvements, Building, Furnishings/Appliances, Other Fees Paid by the General Contractor, and Contractor General Requirements, Overhead and Profit. Within each of these sections, there are various Trade Item areas which must be completed, as applicable, with each cost line item divided into new construction, rehabilitation, and commercial categories. The column to the right of the Trade Item description is reserved to designate each cost line item as being used for either an accessory building, recreational amenities, or existing common areas. If the cost line item is not to be designated as one of these three categories, leave the corresponding cell blank. These cost line items will be grouped accordingly within the Summary of Construction Costs section at the bottom of the template.

For each Trade Item area there are seven rows defaulted to be available for detailed input. If you need more than those seven rows, you may insert additional rows as needed. If a row is inserted, be sure to copy the formula in the 'Total' column from another row and paste it into the new row. In order to condense a print-out of the worksheet, you may hide a row that has no entry and does not need to be viewed. In all cases, at least the first line of each Trade Item area (showing the Trade Item description) and the corresponding 'Subtotal' row must be visible in a print-out.

When entering cost line items for the Trade Item description of 'Demolition and Asbestos Abatement', you can only enter those costs either under 'New Construction' or 'Rehabilitation'

because the column designated for 'Commercial' is only supposed to represent the hard costs related to the delivery of that space.

All costs must be entered into one of the existing Trade Item areas. In order to appropriately detail the costs paid versus the costs owing to each subcontractor, report the costs that have been paid to a particular subcontractor on one line and then report the costs owing to that subcontractor on another line.

Under the Trade Item section for 'Other Fees Paid by the General Contractor,' you cannot designate the cost line items to fall under the categories of accessory building, recreational amenities, or existing common areas since these sections exist as their own separate category.

There are four pre-filled cost line items under 'Other Fees Paid by the General Contractor' and there are three empty spaces available for your own designation. Simply enter a description in the first column for that option. If additional rows are needed, additional rows can be inserted.

When entering the three detailed cost line items under 'Contractor General Requirements, Overhead and Profit,' the total of these are limited by the application process and cannot exceed the limit of 14% of the actual construction cost.

Once completed, the various cost line items will be automatically grouped together under the various construction cost categories provided under the 'Summary of Construction Costs' section. If the Certified Public Accountant believes the pre-set groupings are not correct for this section, comments can be provided in the 'Exhibit A' worksheet tab explaining the needed variances.

If any comments are deemed necessary by the General Contractor or the Certified Public Accountant, they can be included in the 'Exhibit A' worksheet tab.

Once the 'GC Cost Breakdown' worksheet tab is completed and all necessary comments have been incorporated into the 'Exhibit A' worksheet tab, the GC Certification form found on the 'Certification' worksheet tab must be completed. All information in this worksheet tab can be completed in the form itself except for the original signatures. Original signatures must be provided by the General Contractor's authorized representative and the Certified Public Accountant on the hard copy that is to be provided to Florida Housing.

Printing:

The template is designed to print in a portrait orientation setting on letter-sized paper. Please provide a print-out of each worksheet tab.

If you have any questions or comments, please call Florida Housing at (850) 488-4197.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Earth Work	Site preparation (clearing and grubbing), top soil stripping and piling; rough site grading with cuts and fills; structure excavation and backfill; finish grading; footer trenching; soil testing; related field staking; site equipment rental fees.
Site Utilities	Labor and material and all pertinent costs related to installation of water, sewer, storm, electric, gas, telephone, cable, etc. Includes site staking/engineering for each, excavation of each, standby inspection fees for each, utility provider charges for each, removal of abandoned or relocated utility lines, and any other cost related to the installation of site utilities.
Roads, Walks and Paving	Includes labor and material related to the installation of all concrete and asphalt, including all areas outside the building including, but not limited to, roads, streets, alleys, parking areas, sidewalks, stoops, porches, and any other site hard surface. This includes the labor and material for the preparation work, the base, the actual hard surface, and related field staking and concrete testing.
Site Improvements	Labor and material related to the installation of equipment for playground and other special areas; fences; handrails; permanent exterior signs; dumpsters; trash enclosures; mailboxes; flagpoles; gazebos; and non-framing canopies; swimming pools and all pool accessories, and any other site amenity.
Lawns and Planting	Labor and material related to final grading of top soil, the planting of trees; tree walls; flowers; flower beds; shrubs; grass and other ground covers; irrigation systems; edging, sprinkler systems, and any other work related to the exterior finish product.
Demolition and Asbestos Abatement	Labor and material related to demolition, asbestos abatement and any other environmental related tasks.
Retaining Walls	Labor and material related to wood or stone retaining walls, bracing, etc.
Unusual Site Conditions	Labor and material related to any unusual site conditions. Contractor to provide description of such work.
Concrete	Labor and material related to footer concrete, cast-in-place or precast concrete work within a structure, including foundations, piers, floors, walls, etc.; formwork; reinforcement; cementations decks and toppings; gypcrete; related concrete testing; etc.
Masonry	Labor and material related to concrete block within a structure, including elevator shaft, mortar; reinforcement; wall ties; masonry window sill; grouting; cleaning; brick or stone work within a structure; mortar; grouting and cleaning; lintels, etc.
Metals	Labor and material related to the installation of any type of metals.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Rough Carpentry	Labor and material related to wood framing; sheathing; sub flooring; wood decking; wood trusses; glued-laminated construction; stairs; framing steel; house wrap.
Finish Carpentry	Labor and material related to interior and exterior trim and millwork; shelving; counter tops; prefinished paneling; exterior shutters; custom casework; ornamental items; wood window sills; handrails; interior doors, hardware, wire shelving; and any other item to finish the interior of the units not noted herein. Includes temporary hourly labor, final cleaning, punch list labor.
Waterproofing	Labor and material related to sheet or panel waterproofing; bituminous or cementitious damp proofing; building paper; foundation drain tile; sealants and caulking; and any other type of waterproofing or damp proofing.
Insulation	Labor and material related to the installation of perimeter, floor, wall and ceiling insulation; vapor barriers; fireproofing; and any other type of insulation.
Roofing	Labor and material related to the installation of roofing felt; shingles; roofing tile; membrane roofing; attic/roof ventilators; drip edge; flashing; and any other types of roofing.
Sheet Metal (Siding, Soffit, Fascia, Exterior Sheathing, Gutters, Downspouts)	Labor and material related to the installation of vinyl, aluminum, wood, or concrete/cement siding; soffit, fascia, shutters, columns, handrails, gable vents; gutters, downspouts, fasteners and adhesives. All items related to the exterior finish of the buildings not included elsewhere herein.
Doors	Labor (unless included elsewhere) and material related to the installation of exterior doors; frames; garage doors; garage door openers; sliding doors; screen/storm doors; hardware; thresholds; weather-stripping.
Windows	Labor (unless included elsewhere) and material related to the installation of vinyl, wood, steel, aluminum, clad or any other type of windows; screens; storm windows; glazing; weather- stripping; hardware.
Glass	Labor and material related to the installation of store front glass; glass; glazing; special glazing; and any other type of glass not included in doors or windows.
Drywall	Labor and material related to gypsum board systems for walls and ceiling, taped and finished; resilient channels and clips; wall texture; and any other types of interior wall finishes prior to painting.
Acoustical	Labor and material related to the installation of ceiling tiles; ceiling tile grids; sound absorbing panels in walls or floors; grid bracing and wiring; etc.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Resilient Flooring	Labor and material related to the installation of floor underlayment; all types of resilient tile or sheet good flooring; cove base; adhesives; stair treads and risers; edging; etc.
Tile Work and Wood Flooring	Labor and material related to the installation of any type of flooring tile or hardwood. Any type of flooring not included in 'Resilient Flooring or Carpeting.'
Carpeting	Labor and material related to the installation of carpet; carpet tile; padding adhesives; edging; etc.
Painting and Decorating	Labor and material related to the priming and painting of exterior and interior walls, ceilings, doors, windows, trim, lintels, and other surfaces; caulking; decorations; etc.
Cabinets and Countertops	Labor and material related to the installation of kitchen wall and base cabinets; bath vanities; hardware; special cabinets; laminate, granite or any other type of tops; and any other cabinetry and tops included.
Blinds and Shades, Artwork	Labor and material related to the installation of window blinds; shades; draperies; drapery rods; attached artwork.
Appliances	Labor and material related to the installation of refrigerators, ranges/stoves, range hoods, disposals, dishwashers, trash compactors, and any other appliances.
Elevators	Labor and material related to the installation of elevators.
Plumbing and Hot Water	Labor and material related to the installation of all water and gas piping and fittings within five feet of structures; pipe insulation; bathtubs; water closets; sinks; lavatories; laundry trays; water heaters; pumps; and any other items related to the plumbing therein.
Heating, Ventilation and Air Conditioning	Labor and material related to the installation of warm air heating systems, including boilers, furnaces and ducts; electric resistance heating systems; heat pumps systems; kitchen, bath, and laundry ventilation systems; duct insulation; individual room air conditioning units; stack- on air conditioning units; compressors and racks which hold compressors; and any other items related to the heating, ventilation and air conditioning therein.
Fire Suppression	Labor and materials related to installation of sprinkler system, fire extinguishers and cabinets, fire stop canisters, knox box, etc.
Electrical	Labor and material related to the installation of service equipment; raceways; conductors; wiring devices; lighting; fire and smoke alarm systems; communications systems; telephone service; television systems, including signal reception devices; all finish electrical components; and any other item related therein.
Pest Control	Termite protection on the site, foundations and any other type of pest control.

Attachment A. Trade Item Captions and Definitions

Construction Cost Detail - Description of Trade Items

Trade Item	Description of line item
Trash Chute	Labor and material related to the installation of any permanent trash chute.
Specialties	Labor (unless included elsewhere) and material related to the installation of toilet and shower compartments; bathroom accessories including, but not limited to grab bars, towel bars, toilet paper holders, soap dishes, medicine cabinets, bathroom mirrors, etc.
Special Equipment	Labor and material related to the installation of washers, clothes dryers, laundry equipment, furnishings, equipment for offices, and any other type of equipment.
Special Construction	Labor and material related to the installation of fire places, safety and life safety inspections, green certification, and energy rating costs not covered elsewhere.
Miscellaneous (Labor and Materials)	Contractor to describe costs included in this Trade Item. Total labor costs and purchases of materials amounting to less than $1,000 may be included as a lump sum here.

OTHER FEES PAID BY GENERAL CONTRACTOR

Building Permit, Tap Fees and Impact Fees	Amounts paid for any type of permits, tap fees, and impact fees.
Construction Insurance (Builder's Risk Insurance)	Amounts paid for insurance during the construction period.
Bond Premium	Amounts paid for performance, payment and any other types of bonds.

CONSTRUCTION COSTS

General Requirements	Includes HC Development management and supervision; field office expenses (including staff); field engineering, temporary items such as construction sign, facilities, roads, walkways, barricades, fences, portable restrooms, and utilities; cleanup and rubbish disposal activities; site security and/or theft and vandalism insurance; sidewalk and street rental, travel, lodging and meals; etc. Contractor to describe costs included in this Trade Item and cannot be included in any other cost line item. **Amounts not audited.**
Contractor Overhead	**Amounts not audited.**
Contractor Profit	**Amounts not audited.**

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

All amounts shown below have been reduced to give effect to the amount(s) of any rebates, allowances, trade discounts, reimbursements, adjustments, or any other devices which, if included, would have the effect of overstating the actual costs.

‡ In this column, classify each non-Commercial cost line-item as one of the following, as applicable: 1=Accessory Buildings; 2=Recreational Amenities; or 3=Existing Common Areas. All cost line-items not classified as such will be assumed to be related to either site work, offsite work, rental units or commerical space within the applicable Trade Item. This will be utilized in the preparation of the Summary of Construction Costs section below.

Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Site Improvements:								
Earth Work					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Site Utilities					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Roads, Walks and Paving					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Site Improvements					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Lawns and Planting					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Demolition and Asbestos Abatement					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0		$0			
Unusual Site Conditions					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			

Total Site Improvements	$0	$0	$0	$0

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

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Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Off-Site Improvements:								
Earth Work					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Site Utilities					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Roads, Walks and Paving					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Site Improvements					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Lawns and Planting					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Retaining Walls					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Unusual Site Conditions					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Total Off-Site Improvements		$0	$0	$0	$0			

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

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Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Building:								
Concrete					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Masonry					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Metals					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Rough Carpentry					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Finish Carpentry					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Waterproofing					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Insulation					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

All amounts shown below have been reduced to give effect to the amount(s) of any rebates, allowances, trade discounts, reimbursements, adjustments, or any other devices which, if included, would have the effect of overstating the actual costs.

‡ In this column, classify each non-Commercial cost line-item as one of the following, as applicable: 1=Accessory Buildings; 2=Recreational Amenities; or 3=Existing Common Areas. All cost line-items not classified as such will be assumed to be related to either site work, offsite work, rental units or commerical space within the applicable Trade Item. This will be utilized in the preparation of the Summary of Construction Costs section below.

Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Roofing					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Sheet Metal (Siding, Soffit, Fascia, Exterior Sheathing, Gutters, Downspouts)					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Doors					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Windows					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Glass					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Drywall					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Acoustical					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

All amounts shown below have been reduced to give effect to the amount(s) of any rebates, allowances, trade discounts, reimbursements, adjustments, or any other devices which, if included, would have the effect of overstating the actual costs.

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Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Resilient Flooring					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Tile Work & Wood Flooring					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Carpeting					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Painting and Decorating					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Cabinets and Countertops					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Blinds and Shades, Artwork					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Appliances					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

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Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Elevators					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Plumbing and Hot Water					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Heat, Ventilation and Air Conditioning					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Fire Suppression					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Electrical					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Pest Control					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Trash Chute					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

All amounts shown below have been reduced to give effect to the amount(s) of any rebates, allowances, trade discounts, reimbursements, adjustments, or any other devices which, if included, would have the effect of overstating the actual costs.

‡ In this column, classify each non-Commercial cost line-item as one of the following, as applicable: 1=Accessory Buildings; 2=Recreational Amenities; or 3=Existing Common Areas. All cost line-items not classified as such will be assumed to be related to either site work, offsite work, rental units or commerical space within the applicable Trade Item. This will be utilized in the preparation of the Summary of Construction Costs section below.

Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?
Specialities					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Special Equipment					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Special Construction					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Miscellaneous Labor & Materials					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
					$0			
Subtotal		$0	$0	$0	$0			
Total Building		$0	$0	$0	$0			
Total Actual Constr. Costs		$0	$0	$0	$0			

Contractor General Requirements, Overhead and Profit (GC Fee)*:

Contractor General Requirements		0.000% of Total Actual Constr. Costs
Contractor Overhead		0.000% of Total Actual Constr. Costs
Contractor Profit		0.000% of Total Actual Constr. Costs
Total General Requirements, Overhead and Profit	$0	0.000% of Total Actual Constr. Costs

Total Actual Costs of GC Construction Contract before Other Fees	$0

Other Fees Paid by the General Contractor (not part of GC Fee determination):

Building Permits					$0	
Impact Fees					$0	
Builder's Risk Insurance					$0	
Bond Premium					$0	
					$0	
					$0	
					$0	
Total Other Fees of GC		$0	$0	$0	$0	

Total Actual Costs of General Contractor's Construction Contract	$0

*These cost line-items are limited by the Corporation as provided in the Development's application for funding process.

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

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Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?

The following classifications will assist the Owner, its CPA, and Florida Housing in the preparation of the Final Cost Certification Application. If any of the automated totals below are not accurately depicted for any given cost line item, provide an explanation in Exhibit A.

Summary of Construction Costs	**Total**	
(a) Contract Costs:		
(1) Accessory Buildings	$0	(All non-**Commercial** cost line items classified with a "1," exclusive of any GC Fee, Furnishings/Appliances, and Other Fees Paid by the GC cost line items)
(2) Demolition	$0	(*Subtotal Demolition and Asbestos Abatement* less any cost line items classified with a "1", "2" or "3" in that Trade Item)
(3) New Rental Units	$0	(*Total Building* under the **New Construction** header less any cost line items classified with a "1", "2" or "3" in that cost section)
(4) Off-Site Improvements	$0	(*Total Off-Site Improvements* (non-Commercial) less any cost line items classified with a "1", "2" or "3" in that cost section)
(5) Recreational Amenities	$0	(All non-**Commercial** cost line items classified with a "2," exclusive of any Furnishings/Appliances and Other Fees Paid by the GC cost line items)
(6) Rehabilitation of Exisitng Common Areas	$0	(All non-**Commercial** cost line items classified with a "3," exclusive of any Furnishings/Appliances and Other Fees Paid by the GC cost line items)
(7) Rehabilitation of Existing Rental Units	$0	(*Total Building* under the **Rehabilitation** header less any cost line items classified with a "1", "2" or "3" in that cost section)
(8) Site Improvements	$0	(*Total Site Improvements* (non-**Commercial**) less '(2) Demolition' above and any other cost line items classified with a "1", "2" or "3" in that cost section)
(9) Other	$0	(All actual construction costs under the **Commerical** header, exclusive of Other Fees Paid by the GC)
(10) Total Actual Construction Costs	$0	(Sum of (a)(1) - (a)(9))
(b) Building Contractor Costs/Fees:		
(1) General Requirements (on-site)	$0	(Total from Contractor General Requirement cost line item above)
(2) Building Contractor's Overhead	$0	(Total from Contractor Overhead cost line item above)
(3) Buidling Contractor's Profit	$0	(Total from Contractor Profit cost line item above)
(4) Total Building Contractor Costs/Fees	$0	(Sum of (b)(1) - (b)(3))
(c) Total Actual Construction Costs & GC Fee	$0	(Sum of (a) & (b))
Total Other Fees of GC	$0	(*Total Other Fees Paid by the GC*)
Overall Total Construction Contract Costs	**$0**	**(Sum of (c) and Total Other Fees of GC)**

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Cost Breakdown Schedule

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

All amounts shown below have been reduced to give effect to the amount(s) of any rebates, allowances, trade discounts, reimbursements, adjustments, or any other devices which, if included, would have the effect of overstating the actual costs.

‡ In this column, classify each non-Commercial cost line-item as one of the following, as applicable: 1=Accessory Buildings; 2=Recreational Amenities; or 3=Existing Common Areas. All cost line-items not classified as such will be assumed to be related to either site work, offsite work, rental units or commerical space within the applicable Trade Item. This will be utilized in the preparation of the Summary of Construction Costs section below.

Please insert additional lines if more space is needed. Identify additional Trade Items under 'Other Fees Paid by the GC' as needed. Consult definitions of trade items for assistance.

Trade Item	‡	New Construction	Rehabilitation	Commercial	Total	Name of Subcontractor or Payee	Related to GC?	Are Subs Related?

Please identify the subcontractors identified above as being related or affiliated to each other.

Name of Subcontractor or Payee	Name of Related/Affiliated Subcontractor or Payee

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - Exhibit A

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

Please use this page to explain any useful or pertinent information on construction costs, changes that need to be made to the Summary of Construction Costs section, or changes to any previous information presented.

FLORIDA HOUSING FINANCE CORPORATION

GENERAL CONTRACTOR COST CERTIFICATION - GC Certification

Development Name: _____ Contractor Name: _____

Development Location: _____ Owner's Name: _____

The undersigned (Contractor's Authorized Representative) submits this certification on behalf of the Contractor in connection with the HC Development owned by the Owner, all as identified above, and certifies to the following:

1. I am associated with the Contractor in the position of _____, and I am authorized to make this certification on behalf of the Contractor.
2. The Contractor served as the general contractor under contract with the Owner in connection with the construction of the Development.
3. In my position with the Contractor, I am knowledgeable concerning the construction of the HC Development and the costs of such construction.
4. The amounts shown on the preceding pages are true, correct, and accurately reflect the actual costs of the trade items listed as of the date following.

Dated this _____ day of _____, _____.

Contractor's Authorized Representative Signature:

_____

Print Name: _____

Title: _____

Certified Public Accountant Signature:

_____

Print Name: _____

Title: _____

Exhibit D
Qualifications and Clarifications for Construction Estimate

General Project Requirements

1. This proposal is based on development documents per Exhibit B Drawings List (note Structural drawings date of 06/10/2020).
2. A project start of October 1, 2020 has been assumed. Delays beyond 30 days will require a review of material escalation.
3. NEI's Fee and General Conditions have been reduced to 5% each. Any buyout savings shall be applied to NEI's Fee and GCs up to the 6% (each) allowable by FHFC before any credits flow back to owner.
4. This proposal is based on current industry-standard material and labor pricing. NEI reserves the right to review ongoing and indeterminate effects of COVID-19 pandemic as they pertain to unusual delays, material and labor shortages, manpower density limitations, supply chain disruptions, shipping restrictions, governmental/municipality delays, etc.

Division 1 – General Requirements

Assumptions:

1. NEI has assumed that the construction documents, including specified products and systems, meet the necessary design requirements for compliance with all applicable programs, building performance requirements, all applicable laws, ordinances, rules and regulations. Cost will be incurred for any revisions necessary due to noncompliance.
2. It is assumed work will be performed during normal working business hours and NEI will have unobstructed access to the site at all times throughout construction.
3. NEI assumes unrestricted use of not-less-than ½ of existing Cathedral Townhouse rear parking lot for material/equipment storage/staging for entire course of project schedule.
4. Ceiling and soffit layout and elevations have been coordinated with structural and MEP elements. NEI will coordinate MEP systems to the best possible extent. If MEP systems are unable to fit within the ceiling structure and soffits are not called, NEI will notify the owner & architect.
5. As a result of the proximity of the building to the public streets, and the limited available space on site, NEI has assumed available spaces within and adjacent to the property will be available for construction use. It is assumed the AHJ will allow the simple detour of pedestrian traffic around the work area during shutdown periods. Added pedestrian and traffic management costs not included.
6. All hazardous materials and related scope have been identified in the documents. Any materials (new or existing) not identified have been assumed to be non-hazardous.
7. This is not a DBWR-required project.
8. Where dimensions have not been provided, drawings have been scaled for material take-offs.
9. All systems designed and shown in the documents have been assumed to meet all code requirements.
10. It has been assumed all tenant & owner requirements have been captured in the drawings & specifications.
11. Requirements include creation of (6) accessible apartment units (5%) and 2% HV-impaired units.
12. Pricing is based on alternate materials including (but not limited to) those in the following categories:
    a) Doors and Door Hardware
    b) Windows
    c) Tile
    d) Flooring
    e) Paint
    f) Siding
    g) Appliances
    h) Cabinets
    i) Plumbing
    j) HVAC equipment

k) Electrical equipment including lighting fixtures
l) Landscape Products

All specified materials in drawings, project manual, AGBF, etc. shall be considered the "basis of design". Alternate materials shall be selected for their economy, availability and suitability. NEI reserves the right to charge reasonable additional costs for rejected alternate materials. . The team (owner, arch and GC) agree to work together to make every effort possible to find an alternate that fits within the budget if the original substitute is not accepted.

Exclusions:

1. Prevailing wage rates.
2. Additional costs of remobilization.
3. The following insurance coverages are excluded: Builder's Risk and any project-specific insurance policies (including deductible costs), including but not limited to: Owners and Contractors Protective Liability (OCP) and Railroad Protective Liability (RRP).
4. Owner's security requirements.
5. Any/all domestic material requirements.
6. Building permits.
7. Performance and payment bond.
8. Nitrous Oxide detection system.
9. Fire watch.
10. Impact Fees
11. Receiving, offloading, handling, storage, protection, testing, distribution and/or installation of owner-supplied and installed equipment or appliances, including washers and dryers.
12. Architectural, engineering and/or delegated design services.
13. Mock-ups to be in place only.
14. Property line surveys, including benchmarks.
15. Controlled Construction Testing & Inspection Costs, including 3RD Party Testing and Monitoring Firms.
16. Environmental testing, monitoring, consulting services, scope of work preparation and final clearance testing.
17. Commissioning Agent costs including threshold inspections (to be provided by owner).
18. Utility company service charges, back-charges for permanent power, meters, and/or fees.
19. CATV and telephone company back-charges and/or fees.
20. Furniture, Furnishings, and Art Work.
21. Clerk of Works costs.
22. Seismic monitoring of existing structures
23. Temporary power and utilities associated with any relocation of existing utilities.
24. Soil characterization, including LSP and field technician.
25. Acoustic testing.
26. Door access control, security cameras, door auto-operators.
27. TVs, computers, networking provisions, hardware, service, etc.

Division 30 – Existing Conditions, Demolition, Abatement

1. Excludes hazmat removal/abatement.

Division 31 – Sitework/Earth Moving

1. Included per value in Exhibit E.
2. Excludes pump station including any/all directly-related considerations; includes gravity sewer system.
3. Assumes raising existing design to maximum elevation allowable (plus 18").
4. Includes standard site demo, prep and materials removal. Extra materials/ash remediation/hazmat removal excluded.
5. Includes foundations to be back filled as required per standard construction means and methods.
6. Excludes de-watering beyond nominal "dry-site" conditions; standard pumping included, saturation resolution excluded.
7. Excludes traffic coatings.

8. Excludes delays for characterization, testing, LSP report generation or disposal facility review periods have not been factored into the schedule duration.
9. Excludes additional special foundations for site utilities & utility structures required by the authority having jurisdiction.
10. Excludes excavation, testing, dewatering, unwatering, handling, removal, transportation and disposal of any hazardous, contaminated or unsuitable soils, ground water and materials (including asbestos and lead).
11. Excludes handling, removal, or delays caused by unforeseen underground structures, utilities, and historical artifacts.
12. Excludes repair, stabilization or rebuilding of the abutter's existing foundation, structures, or sheds.
13. Excludes sitework, grading, improvement, or landscaping of abutter's properties.
14. The existing street curbing and elevations thereof are assumed to remain, repaving of streets and resetting of curbs outside the identified utility connections have been excluded. Includes minimal adjustment only as indicated on plans.
15. Blasting or ledge removal.
16. Soil Management Plan or RAM Plan
17. Soil characterization for export of existing site material, including LSP and field technician.
18. Time associated with soil review period is not included in unit prices, costs.
19. Discharge permits, or emergency discharge permits.
20. Removal, handling, treatment, or disposal of contaminated groundwater and any underground storage tanks or fuel tanks.
21. NEI has assumed the use of temporary City water service to the site for construction purposes; new provisions excluded.
22. Utility system upgrades, additional structures, or systems expansion are excluded.
23. NEI has assumed the use of temporary City water service to the site for construction purposes until the new water service is operational.

Division 32 – Fencing, Site Furnishings, Landscaping

1. Includes dumpster enclosure per drawings.
2. Includes miscellaneous furnishings per value in Exhibit E.
3. Includes landscaping per LS drawings with VE product selections.
4. Excludes maintenance of existing trees, if any.

Division 3 – Concrete



1. NEI reserves the right to utilize alternate designs (precast, reduced opening size, columns versus walls on ground level, etc.)
2. Includes reconfiguration of basement and 1st floor concrete and openings.
3. Includes a standard architectural cast-in-place concrete finish at all exposed foundation, stair and landing elements.
4. Includes 10mil under slab vapor barrier.
5. Excludes concrete underlayment compounds and warranty beyond 1-year.
6. Excludes add mixtures and curing provisions beyond blankets.
7. Excludes decorative saw cutting.
8. Excludes planters at center of main garage area including associated structural design considerations.

Division 5 - Metals

1. Excludes any/all metal grates at parking areas.
2. Excludes stainless steel handrails in stairways and exteriors.

Division 6 – Rough Carpentry, Interior and Exterior Finish Carpentry

1. Includes alternate design (reconfigured wall design, 1-hour fire rating above 2nd floor, 5/8" gypsum throughout, etc.).
2. Includes double-top plate on non-load-bearing walls for 24" on-center versus 16" on-center.
3. Includes utilization of a QuickTie system wherever possible versus a Simpson hardware system throughout.
4. Includes code-minimum exterior fire rating only.
5. Includes code-minimum interior fire rating via drywall, gypcrete floors, multi-plates, etc. as required.
6. Excludes fire retardant wood ILO note 14 on G201.
7. Excludes wood shelving; see Div 10 for shelving.

8. Excludes FSC lumber and products.

Division 7 – Thermal & Moisture Protection, Fireproofing

1. Includes TPO roof with R20 rating.
2. Includes standard roofing manufacturer's warranty.
3. Includes ½" Securock ILO 5/8".
4. Excludes added 5/8" substrate board and vapor barrier.
5. Excludes spray applied fiber insulation.
6. Excludes thermal & ignition barrier.
7. Excludes permanent roof safety rails.
8. Excludes rigid or podium insulation.
9. Excludes sound walls within units.
10. Excludes corridor midfloor base.
11. Includes 1-side party walls.

Division 8 – Windows and Doors

1. NEI reserves the right to select a window configuration and manufacturer. Windows selected will meet the required performance ratings per the provided information.
2. Includes non-impact single hung, no grid, bronze exterior and white interior vinyl windows with:
   a. U-factor of 0.50 or less and SHHGC of 0.25 or less where fenestration is fixed.
   b. U-factor of 0.65 or less and SHHGC of 0.25 or less where fenestration is operable.
3. All glass, including storefront is non-impact.
4. Includes grade 2 hardware at common areas and grade 3 at unit interiors.
5. Includes pre-hung wood doors with split jamb frames and standard casings at unit interiors.
6. Includes hollow-metal doors at 16 gauge with 60PSF windstorm rating at exterior/18 gauge CRS at interior.
7. Excludes glass shower doors at accessible units.
8. Excludes window testing (to be completed by owner's 3rd party).
9. Excludes any/all auto-operator hardware, power, infrastructure, etc.
10. Excludes architectural or impact rated window shutters.

Division 9 – Gypsum Board Assemblies

1. Includes alternate design (reconfigured wall design, 1-hour fire rating above 2nd floor, 5/8" gypsum throughout, etc.).
2. Includes a standard level IV drywall finish at all exposed areas.
3. Includes application of final coat of paint after owner/architect punch list issued.
4. Includes non-paper faced drywall (dens glass) all bathroom walls/ceiling and kitchen sink walls only. Cement board has been included at ceramic tile areas.

Division 9 – Stucco/Siding

1. Includes cementitious siding and trim on the elevations of wood framed floors.
2. Includes a roll-on membrane (similar to Sherwin Williams) wrap system (instead of Tyvek).
3. Excludes stucco on first (2) floors; assumes sand-blasted concrete finish with paint.

Division 9 – Ceramic Tile

1. Excludes ceramic floor tile throughout with the exception of accessible unit bathrooms.
2. Excludes ceramic tile at shower floors; assumed shower floors are fiberglass insert.
3. Excludes ceramic tile back splash.

Division 9 – Flooring

1. Excludes sound matt under resilient flooring throughout (flooring direct to gypcrete).

2. Includes alternate LVP in units and common areas and carpet in bedrooms.
3. Includes vinyl base throughout.

Division 9 – Painting

1. Includes a 2-coat paint system.
2. Includes A100 on exterior walls in lieu of Loxon XP.
3. Excludes traffic coating.
4. Excludes intumescent coatings and vapor mitigation at slabs.
5. Excludes paint in garage interior walls, ceiling, columns, etc.

Division 10 - Specialties

1. Includes coated wire shelving.
2. Excludes corner guards (door and wall protection).
3. Excludes baby-changing stations.
4. Includes standard toilet accessories in units (towel bar, toilet paper holders, framed mirrors and shower seats).
5. Includes grab bars and shower seats in HP/accessible units.
6. Includes standard toilet accessories in common-area bathrooms.
7. Excludes all Driptite pans at the kitchen sink cabinets or vanities

Division 10 –Signage

1. Interior and exterior signage is included per value in Exhibit E.

Division 11 - Appliances/Equipment

1. Includes alternate white Frigidaire, Whirlpool, GE or similar appliances:
   120 – 18 cf Energy-Star refrigerators (102 – top-freezer, 18 – side-by-side)
   120 – 30” electric range (accessible where applicable)
   120 – 24” Energy-star dishwasher
   102 – 30” over-range microwave
   18 – 24” Energy-Star recirculating range hoods.
   18 – countertop microwave
2. Includes stainless steel appliances in common area kitchen.
3. Excludes kitchen garbage disposals (including any/all circuitry, plumbing, etc.).
4. Excludes any/all washers and dryers; furnished and installed by the Owner.

Division 11 – Parking Control Equipment

1. Included per value in Exhibit E.

Division 12 - Furnishings

1. Includes 2” white horizontal vinyl blinds in units only per value in Exhibit E.
2. Excludes fascia at window shades.
3. Excludes shades/window coverings for common areas.

Division 12 – Residential Cabinets

1. Includes alternate cabinet manufacturers with matching finish and all particle-board box construction with particleboard core postform counters.
2. Includes new kitchen cabinets, bathroom vanities, and p-lam counter tops in units.
3. Includes quartzite/solid-surface counter tops at common baths and kitchen.
4. Excludes removal kitchen-sink cabinet.
5. Excludes pantry cabinets.

Division 14 – Conveying Equipment and Facility Equipment

1. Includes (2) Evolution 200 Class A passenger elevators per value in Exhibit E.
2. Includes battery rescue on above system.
3. Excludes trash compactor, chutes, refuse containers and trash totes.

Division 21 – Fire Protection

no objections/comments

1. Included per value in Exhibit E.
2. Includes NFPA 13 fire protection system.
3. Includes electric driven fire pump with reduced voltage controller, transfer switch, bypass, test header, jockey pump and controller.
4. Includes (3) roof manifolds.
5. Includes commercial and residential heads subject to approval.
6. Includes sch.10 grooved piping and sch.40 threaded piping.
7. Includes compliant CPVC in residential areas.
8. We reserve the right in any required areas to utilize a dry system or a heat-traced wet system at the sole discretion of NEI.
9. Excludes coverage within interstitial spaces.
10. Excludes other fire suppression systems including ansul or halon systems.
11. Excludes additional exterior provisions to ensure adequate water supply and pressure to building.

Division 22 - Plumbing

no objections/comments

1. Includes roll-in shower assemblies (shower and associated horizontal grab bars) for (18) units (15%).
2. Excludes glass shower doors.
3. Excludes WCO wall cleanouts; utilizes fixtures as cleanouts.
4. Includes use of cellular core in lieu of sch40 on sanitary pipe above ground level.
5. Excludes hub drain above 1st floor on each unit; pan drain into hub drain on 1st floor.
6. Excludes valve boxes in unit (valve boxes exposed in heater closet).
7. Includes alternate plumbing fixtures for water closet, lav bowls, kitchen sink, tub/shower and valves, lav and kitchen faucets, ADA fixtures, etc.
8. Includes unit water closet to standard ADA height 1.28GPF unit; suspended unit excluded.
9. Includes basic drop-in kitchen sink.
10. Includes kitchen faucet to basic 1-handle.
11. Excludes disposal in sinks.
12. Includes unit tub/shower and trim to basic 1-handle.
13. Includes unit lavatory faucet to basic 1-handle.
14. Includes CPVC and PVC water piping where allowed by code, in lieu of copper and/or cast iron.
15. Excludes any/all gas piping.
16. Excludes insulation at cold water piping.
17. Includes domestic water pressure booster system per P500.

Division 23 - HVAC

The single DOAS unit may go up in size by a couple of tons to account for additional space cooling in the corridors due to the removal of the previously shown split-systems. The current model scheduled is Aaon RNA-016-C-0-8. Please plan for an additional 2-4 tons and ~5kW to this unit.

1. Includes roof-top equipment redesign to (1) electric-heat DOAS unit ILO multiple shown.
2. Includes VTAC units (versus split-systems) in common areas.
3. Includes combined condensing units on roof.
4. Excludes ventilation for elevator shaft as none indicated.
5. Excludes HVAC for elevator equipment room as none indicated.
6. Excludes additional exhaust fans, louvers, etc. in garage (includes (2) 15,000 CFM fans and louvers indicated).
7. Excludes BMS/BAS for building HVAC control.
8. Excludes stairwell pressurization for interior stairwell next to elevators.
9. Excludes blower door testing (to be provided by owner).

Our understanding is that this refers to the condensing units for the mini-splits on residential levels 1-4.

'Code-minimum' is not defined, but understood to be minimum acceptable to Owner/AE (typ)

Recommend carrying allowance

Req'd if Emerg Resp BDA req'd

Division 26 - Electrical

1. Included per value in Exhibit E.
2. Includes an industry-standard code-minimum installation.
3. Excludes CCTV, door access, E-call, intercom/call-box, BDA, WAP/wifi, PV solar and lightning protection systems.
4. Excludes emergency power including generator.
5. Includes code-minimum addressable fire alarm system; all cable to be free-air installed.
6. Includes only non-reporting 120V smoke detectors and system sounders in unit living rooms and bedrooms as may be required by AHJ.
7. Includes sch80 PVC for exposed raceway subject to damage in garage.
8. Excludes any/all CAT5 voice/data cabling, stub-ups or conduit; furnished and installed by owner.
9. Excludes any/all RG6 CATV cabling, stub-ups or conduit; to be furnished and installed by owner.
10. Excludes fiber/copper backbone service cabling.
11. Excludes service provider equipment cabinets.
12. Includes code-minimum hearing/visually impaired occupant devices in 2% of units.
13. Includes a secondary feeder distance of not more than 80LF to JEA utility service point.
14. Includes $12,000 for exterior/site lighting and $160,000 for interior lighting.
15. Includes E-Star light fixture/ceiling fan (light kit only)/exhaust fan certifications only as allowable within lighting values above.
16. Excludes ceiling fans in unit living rooms; included in bedrooms only per provided AGBF requirements.
17. Excludes lighting control systems/panels; includes exterior lighting control only per provided AGBF requirements.
18. Includes code-minimum secondary, switchgear, feeders (aluminum), general-duty disconnects, distribution, TVSS, branch circuitry and rough-in, devices (including coverage), etc. including series-rating where applicable.
19. Excludes plate engraving.
20. Excludes fire command room.
21. Excludes fire-rated putty pads in boxes (except where required in fire-rated walls) and fixture-tenting.
22. Excludes vehicle charging station considerations.
23. Includes code-minimum lighting design considerations.
24. Excludes non-essential energy considerations (ASHRAE 90.1, etc.).
25. Excludes utility fees and primary service/conduit/cable.

Design will indicate CATV & Phone By Owner

per arch designations

per arch designations

Add-Alternate Budgetary Pricing:

1. Traffic Coating on ground/first floor parking level - TBD
2. Metal Grates at Parking Areas - $159,000
3. Emergency Generator - $175,000
4. BDA Sleeving Only (no system) - $10,000
5. LPS Sleeving Only (no system) - $15,000

NEI GENERAL CONTRACTING

Ashley Square Apartments
Jacksonville, FL
May 12, 2020

Exhibit E
Project Schedule of Values

Project Overview

Floor	SF	# of Units	
Garage Sub-Level	35,514 sf	0 Units	
Garage Level	34,760 sf	0 Units	
1st Floor	24,938 sf	30 Units	6 x 2BR, 24 x 1BR
2nd Floor	24,938 sf	30 Units	typ
3rd Floor	24,938 sf	30 Units	typ
4th Floor	24,938 sf	30 Units	typ
Total:	170,026 sf	120 Units	

Section	Description	Current VE Budget 05-12-2020
312000	**Earth Moving**	$ 796,543
323000	**Site Improvements**	$ 25,000
323119	**Fencing**	$ 4,050
329300	**Planting**	$ 45,038
031000	**Concrete Forming and Accessories**	$ 3,430,000
035000	**Vehicular Coating**	*NIC*
042000	**Unit Masonry**	$ 86,580
055000	**Metal Fabrications**	$ 377,575
061000	**Rough Carpentry**	$ 1,860,868
061600	**Sheathing**	*in Rough Carpentry*
064020	**Interior Architectural Woodwork**	$ 309,033
071100	**Bituminous Dampproofing**	$ 357,420
072100	**Thermal Insulation**	$ 149,492
074500	**Exterior Trim**	$ 75,000
075400	**Thermoplastic Membrane Roofing**	$ 249,409
076200	**Sheet Metal Flashing and Trim**	*in Roofing*
077200	**Roof Accessories**	*in Roofing*
078410	**Penetration Firestopping**	*in trades*
079200	**Joint Sealants**	*in Bit Waterproofing*
081110	**Hollow Metal Doors and Frames**	$ 233,100
081400	**Wood Doors**	*in Hollow Metal Doors*
083110	**Access Doors and Frames**	$ 33,000
084110	**Aluminum Framed Entrances and Storefronts**	*in Aluminum Windows*
085310	**Windows**	$ 661,529
087100	**Door Hardware**	*in Hollow Metal Doors*
089000	**Louvers & Vents**	$ 1,700
092110	**Gypsum Board Assemblies**	$ 740,000
092423	**Stucco**	$ 710,154
093000	**Tiling**	*in Resilient Flooring*
096510	**Resilient Flooring and Accessories**	$ 503,326
099000	**Painting and Coating**	$ 312,778
101400	**Signage**	$ 22,000
102800	**Toilet Accessories**	$ 25,532
104100	**Emergency Access and Information Cabinets**	$ 750
104400	**Fire Protection Specialties**	$ 5,200
105500	**Postal Specialties**	$ 15,000
105628	**Bicycle Racks**	$ 1,400
111200	**Parking Control Equipment Allowance**	$ 29,625
113100	**Appliances**	$ 281,733
122400	**Shades**	$ 19,300
123570	**Residential Cabinets**	$ 360,920
123640	**Solid Surface Materials**	*P-Lam Tops*
142100	**Electric Traction Elevators**	$ 269,671
149100	**Facility Chutes and Compactors**	$ 48,250
210000	**Fire Protection**	$ 593,064
220000	**Plumbing**	$ 1,021,420
230000	**HVAC**	$ 1,059,518
260000	**Electrical**	$ 1,635,000
270000	**Communication**	*NIC*

SUBTOTAL		**$ 16,349,978**
General Conditions	*5.00%*	$ 817,499
Overhead	*2.00%*	$ 327,000
Fee	*5.00%*	$ 817,499
Contingency		*NIC*
Performance & Payment Bond		*By Owner*
Builder's Risk		*NIC*
Insurance		$ 188,025
Building Permit Fee		*By Owner*
TOTAL		**$ 18,500,000**

Exhibit F

DRAFT

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« »
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: « » None « » See Section 18

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes: (812797236)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

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User Notes: (812797236)

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

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User Notes: (812797236)

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

« »« »
« »

SURETY:
(Name, legal status and principal place of business)

« »« »
« »

OWNER:
(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT
Date: « »
Amount: $ « »
Description:
(Name and location)

« »
« »

BOND
Date:
(Not earlier than Construction Contract Date)
« »
Amount: $ « »
Modifications to this Bond: [« »] None [« »] See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

« »
« »
« »

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

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.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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User Notes: (1884638545)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

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User Notes: (1884638545)

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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User Notes: (1884638545)

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	« »« »	Name and Title:	« »« »
Address:	« »	Address:	« »

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Exhibit "G"

PCCO #002

NEI General Contracting, Inc.
27 Pacella Park Drive
Randolph, Massachusetts 02368
Phone: (781) 356-7666
Fax: 781-356-2221

Project: 1234 - Sandbox Test Project
6309 Carpinteria Avenue
Carpinteria, California 93013

Prime Contract Change Order #002: changes

TO:		**FROM:**	**NEI General Contracting, Inc.(NEIGC)** 27 Pacella Park Drive Randolph Massachusetts 02368
DATE CREATED:	1/ 10 /2017	**CREATED BY:**	Loraine Rodriguez Hernandez **(NEI General Contracting, Inc.(NEIGC))**
CONTRACT STATUS:	Approved	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	01/10 /2017
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
CONTRACT FOR:	1:Sandbox Test Project Prime Contract	**TOTAL AMOUNT:**	$ 0.00
DESCRIPTION:			
ATTACHMENTS:			

No Change Order Requests

COR #	Title	Schedule Impact	Amount
		TOTAL:	**$ 0.00**

The original (Contract Sum)	$ 660,696.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 660,696.00
The contract sum will not be changed by this Change Order in the amount of	$ 0.00
The new contract sum including this Change Order will be	$ 660,696.00

The contract time will not be changed by this Change Order

The revised substantial completion date is .

_____ _____

John Brown , Owner Test Company

_____ _____

Date Date

_____ _____

Test Architect , Architect TEST Company Test Subcontractor , Subcontracting TEST Company

_____ _____

Date Date

EXHIBIT H

CONTRACTOR'S INTERIM LIEN WAIVER AND RELEASE UPON PROGRESS PAYMENT
(To be provided by Contractor with each Application for Payment)

STATE OF _____
COUNTY OF _____

The undersigned, _____ ("Contractor"), has been engaged under contract with _____ ("Owner") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____, together with all improvements and appurtenances attendant thereto ("Project"), which is located in the City of _____, County of _____, State of _____, and is owned by _____ ("Property Owner") and more particularly described as follows:

_____
_____
_____

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

Upon receipt of the sum of $_____, Contractor waives and releases any and all liens or claims of liens it has upon the foregoing described property through the date of _____, 20__ ("Current Date") and excepting those rights and liens that Contractor might have in any retained amounts, on account of materials, equipment, services and labor furnished by the undersigned to or on account of said Contractor for said building or premises. Exceptions as follows.

(if no exception or "none" is entered above, undersigned shall be deemed not to have reserved any rights or liens.)

FOR CONTRACTOR

Applicable to Application for Payment No(s)._____
Signed: _____
By: _____
Title: _____
Dated: _____

AFFIDAVIT

On this _____ day of _____, 20___, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that s/he is the authorized representative of Contractor and that this document was signed under oath personally on behalf of Contractor.

_____
Notary Public
My Commission Expires: _____

Exhibit I

UNCONDITIONAL PROGRESS PAYMENT RELEASE AND INDEMNITY AGREEMENT

For and in consideration of payment in the sum of **$**_____ for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, _____ (hereinafter the "Payee") acknowledges receipt of payment in the amount of **$**_____ on account of all labor, goods, services, transportation, equipment, and materials (hereinafter the "Work"), as of _____(date) provided by said Payee to a project known as the _____ at the below-described property (hereinafter the "Project") and hereby acknowledges that the aforementioned payment constitutes full and final payment for all Work which said Payee provided to the Project up to and including _____ (date).

PROPERTY ADDRESS: _____

In further consideration of said payment, Payee does hereby waive, release, and discharge any lien, claim, demand or other encumbrance which said Payee had, has or may have the right to have for Work performed, on this Project, title thereto or any interest therein, up through, and including the above referenced date. This document does not cover any retention or labor, services, or materials furnished after the date specified above, or any claims identified and reserved above.

In further consideration for the aforementioned payment, Payee hereby remises, release and forever discharges NEI General Contracting, Inc., its Insurers, Reinsurers, Owners(as listed in the prime contract) including but not limited to Millennia Jacksonville FL TC, LP, a Florida limited partnership, and each of their officers, directors, managers, trustee's, employees, agents, consultant predecessors, successors, attorney's, and assigns (collectively for convenience the "Released Parties") of and from any and all liabilities including but not limited to all claims, liens, demands, suits, judgments, accounts, invoices, accountings, reckonings, or interest of whatever kind of nature (collectively for convenience "Claims") that said Payee had, has, or may have against the Released Parties in any way arising out of or related to the Project or Work provided thereto, up through, and including the above referenced date.

In further consideration for the aforementioned payment, Payee warrants that it has paid for all labor, equipment, and materials including payments by Payee to all employees, unions, suppliers, vendors, and subcontractors who performed work for Payee on the Project and Payee agrees to indemnify, defend, and hold the Released Parties harmless from and against all Claims arising out of or related to Payee's work on the Project for persons working directly or indirectly under or for Payee, up through, and including the above referenced date.

Payee hereby represents and warrants that the total value of its contract for the Project is **$**_____and that there are no charges in excess of said **$**_____. Payee further represents and warrants that it has been paid the sum of **$**_____ up to and including the date of this document, and that no further payment or consideration is due.

Signed as a sealed instrument this _____ day of _____, 20___

Subcontractor: _____

By: _____

Duly Authorized

Print Name and title: _____.

State of Florida

_____, SS. _____, 20___

Then personally appeared the above-named _____ in the capacity of _____ of said company and acknowledged the foregoing instrument to be his/her free act and deed for the above-referenced company, before me,

_____

Notary Public

_____

My Commission Expires

UNCONDITIONAL PROGRESS PAYMENT RELEASE AND INDEMNITY AGREEMENT

For and in consideration of payment in the sum of $ Payment Received for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Company Name (hereinafter the "Payee") acknowledges receipt of payment in the amount of $ Payment Received on account of all labor, goods, services, transportation, equipment, and materials (hereinafter the "Work"), as of Billing Period Paid (date) provided by said Payee to a project known as the Project Name at the below-described property (hereinafter the "Project") and hereby acknowledges that the aforementioned payment constitutes full and final payment for all Work which said Payee provided to the Project up to and including Billing Period Paid (date).

PROPERTY ADDRESS: _____

In further consideration of said payment, Payee does hereby waive, release, and discharge any lien, claim, demand or other encumbrance which said Payee had, has or may have the right to have for Work performed, on this Project, title thereto or any interest therein, up through, and including the above referenced date. This document does not cover any retention or labor, services, or materials furnished after the date specified above, or any claims identified and reserved above.

In further consideration for the aforementioned payment, Payee hereby remises, release and forever discharges NEI General Contracting, Inc., its Insurers, Reinsurers, Owners(as listed in the prime contract) including but not limited to Millennia Jacksonville FL TC, LP, a Florida limited partnership, and each of their officers, directors, managers, trustee's, employees, agents, consultant predecessors, successors, attorney's, and assigns (collectively for convenience the "Released Parties") of and from any and all liabilities including but not limited to all claims, liens, demands, suits, judgments, accounts, invoices, accountings, reckonings, or interest of whatever kind of nature (collectively for convenience "Claims") that said Payee had, has, or may have against the Released Parties in any way arising out of or related to the Project or Work provided thereto, up through, and including the above referenced date.

In further consideration for the aforementioned payment, Payee warrants that it has paid for all labor, equipment, and materials including payments by Payee to all employees, unions, suppliers, vendors, and subcontractors who performed work for Payee on the Project and Payee agrees to indemnify, defend, and hold the Released Parties harmless from and against all Claims arising out of or related to Payee's work on the Project for persons working directly or indirectly under or for Payee, up through, and including the above referenced date.

Payee hereby represents and warrants that the total value of its contract for the Project is $ Contract Value and that there are no charges in excess of said $ Contract Value. Payee further represents and warrants that it has been paid the sum of $ Total Paid to Date up to and including the date of this document, and that no further payment or consideration is due.

Signed as a sealed instrument this _____ day of _____, 20___

Subcontractor: _____

By: _____

Duly Authorized

Print Name and title: _____.

State of Florida

_____, SS. _____, 20___

Then personally appeared the above-named _____ in the capacity of _____ of said company and acknowledged the foregoing instrument to be his/her free act and deed for the above-referenced company, before me,

_____

Notary Public

_____

My Commission Expires

EXHIBIT J

CONTRACTOR'S FINAL UNCONDITIONAL LIEN WAIVER AND RELEASE UPON FINAL PAYMENT

STATE OF _____
COUNTY OF_____

The undersigned, _____ ("Contractor"), has been engaged under contract with _____ ("Owner") to furnish certain materials, equipment, services, and/or labor for the construction of improvements known as _____, together with all improvements and appurtenances attendant thereto ("Project"), which is located in the City of _____, County of _____, State of _____, and is owned by _____ ("Property Owner") and more particularly described as follows:

(LEGAL)

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

(LEGAL)

Contractor agrees this waiver and release form is in compliance with Stat. §_____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT YET BEEN PAID, USE A CONDITIONAL RELEASE FORM.

FOR CONTRACTOR

Applicable to Application for Payment(s) ___*all__
*If all, print "all"
Signed: _____

By: _____

Title: _____
Date: _____

AFFIDAVIT

On this _____ day of _____, 20__, before me appeared the above-signed, known or identified to me personally, who, being first duly sworn, did say that she/he is the authorized representative of _____ and that this document was signed under oath personally and on behalf of Contractor.

_____
NOTARY PUBLIC
My commission expires:

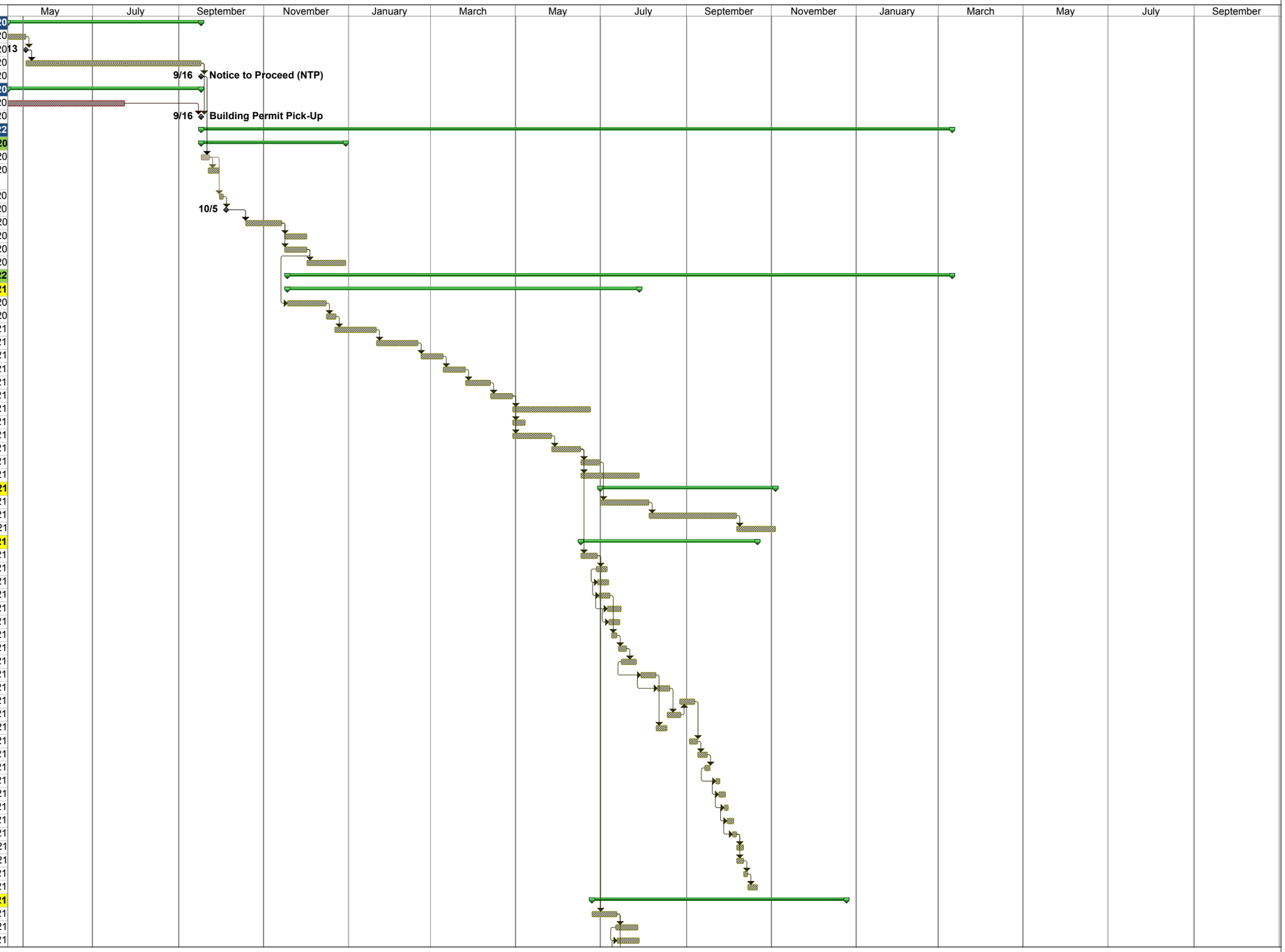
Exhibit L

NEI GENERAL CONTRACTING

Ashley Square - Prelim Project Schedule

Tue 5/12/20

ID	Task Name	Duration	Start	Finish
1	**Construction Contract & Closing**	**99 days**	**Fri 5/1/20**	**Wed 9/16/20**
2	Finalize Construction Contract	9 days	Fri 5/1/20	Wed 5/13/20
3	Execute Construction Contract	0 days	Wed 5/13/20	Wed 5/13/20
4	Project Closing	90 days	Thu 5/14/20	Wed 9/16/20
5	Notice to Proceed (NTP)	0 days	**Wed 9/16/20**	Wed 9/16/20
6	**Building Permit**	**99 days**	**Fri 5/1/20**	**Wed 9/16/20**
7	Submit Building Permit Application	60 days	Fri 5/1/20	Thu 7/23/20
8	Building Permit Pick-Up	0 days	Wed 9/16/20	Wed 9/16/20
9	**Construction - (working days)**	**386 days**	**Thu 9/17/20**	**Thu 3/10/22**
10	**Sitework**	**74 days**	**Thu 9/17/20**	**Tue 12/29/20**
11	Mobilization & Site Prep	4 days	Thu 9/17/20	Tue 9/22/20
12	Existing Site Utility Demo (Gas, Electric, Phone, DPW)	6 days	Tue 9/22/20	Tue 9/29/20
13	Sewer & Water Cut and Cap	3 days	Wed 9/30/20	Fri 10/2/20
14	Clear and Grub	10 days	Mon 10/5/20	Fri 10/16/20
15	Excavate/Prep Foundation & Shoring	20 days	Mon 10/19/20	Fri 11/13/20
16	Utility Work @ City Streets	12 days	Mon 11/16/20	Tue 12/1/20
17	Site Utilities	12 days	Mon 11/16/20	Tue 12/1/20
18	Site Finishes / Landscape	20 days	Wed 12/2/20	Tue 12/29/20
19	**Shell**	**342 days**	**Wed 11/18/20**	**Thu 3/10/22**
20	**Structure**	**181 days**	**Wed 11/18/20**	**Wed 7/28/21**
21	Concrete Footings	20 days	Wed 11/18/20	Tue 12/15/20
22	Slab on Grade	5 days	Wed 12/16/20	Tue 12/22/20
23	Basement Structure and PT Slab	22 days	Tue 12/22/20	Wed 1/20/21
24	2nd Level Structure and PT Slab	22 days	Thu 1/21/21	Fri 2/19/21
25	1st Floor Wood Framing	12 days	Mon 2/22/21	Tue 3/9/21
26	2nd Floor Wood Framing	12 days	Wed 3/10/21	Thu 3/25/21
27	3rd Floor Wood Framing	12 days	Fri 3/26/21	Mon 4/12/21
28	4th Floor Wood Framing	12 days	Tue 4/13/21	Wed 4/28/21
29	MEP's Rough	40 days	Thu 4/29/21	Wed 6/23/21
30	Roofing	7 days	Thu 4/29/21	Fri 5/7/21
31	Windows	20 days	Thu 4/29/21	Wed 5/26/21
32	Storefronts	15 days	Thu 5/27/21	Wed 6/16/21
33	Exterior Doors & Frames	10 days	Thu 6/17/21	Wed 6/30/21
34	Elevator	30 days	Thu 6/17/21	Wed 7/28/21
35	**Exterior Façade**	**90 days**	**Thu 7/1/21**	**Wed 11/3/21**
36	1st & 2nd Floor Stucco	25 days	Thu 7/1/21	Wed 8/4/21
37	Siding and Trim	45 days	Thu 8/5/21	Wed 10/6/21
38	Painting	20 days	Thu 10/7/21	Wed 11/3/21
39	**Ground & Parking Level**	**91 days**	**Thu 6/17/21**	**Thu 10/21/21**
40	Interior Framing	8 days	Thu 6/17/21	Mon 6/28/21
41	Mechanical Rough In	6 days	Mon 6/28/21	Mon 7/5/21
42	Electrical Rough In	6 days	Tue 6/29/21	Tue 7/6/21
43	Plumbing Rough In	6 days	Wed 6/30/21	Wed 7/7/21
44	Sprinkler Rough In	8 days	Tue 7/6/21	Thu 7/15/21
45	Fire Alarm Rough In	6 days	Wed 7/7/21	Wed 7/14/21
46	MEPS Inspection	2 days	Fri 7/9/21	Mon 7/12/21
47	Insulation	4 days	Wed 7/14/21	Mon 7/19/21
48	Drywall	7 days	Fri 7/16/21	Mon 7/26/21
49	Tape & Float	7 days	Fri 7/30/21	Mon 8/9/21
50	Prime & First Finish Coat	7 days	Wed 8/11/21	Thu 8/19/21
51	Flooring	7 days	Fri 8/27/21	Mon 9/6/21
52	Casework	8 days	Wed 8/18/21	Fri 8/27/21
53	Doors & Hardware	6 days	Tue 8/10/21	Tue 8/17/21
54	Finish Carpentry	4 days	Fri 9/3/21	Wed 9/8/21
55	Countertops	5 days	Thu 9/9/21	Wed 9/15/21
56	Finish Paint	4 days	Tue 9/14/21	Fri 9/17/21
57	Electrical Trimout	3 days	Wed 9/22/21	Fri 9/24/21
58	Mechanical Trimout	3 days	Fri 9/24/21	Tue 9/28/21
59	Plumbing Trimout	3 days	Tue 9/28/21	Thu 9/30/21
60	Sprinkler Trimout	3 days	Thu 9/30/21	Mon 10/4/21
61	Fire Alarm Trimout	3 days	Mon 10/4/21	Wed 10/6/21
62	Toilet Accessories	3 days	Thu 10/7/21	Mon 10/11/21
63	Appliances	3 days	Thu 10/7/21	Mon 10/11/21
64	Corridor Flooring	3 days	Tue 10/12/21	Thu 10/14/21
65	Corridor MEPS Trimout	5 days	Fri 10/15/21	Thu 10/21/21
66	**1st Floor Residential Level**	**131 days**	**Fri 6/25/21**	**Fri 12/24/21**
67	Interior Framing	12 days	Fri 6/25/21	Mon 7/12/21
68	Mechanical Rough In	12 days	Mon 7/12/21	Tue 7/27/21
69	Electrical Rough In	12 days	Tue 7/13/21	Wed 7/28/21



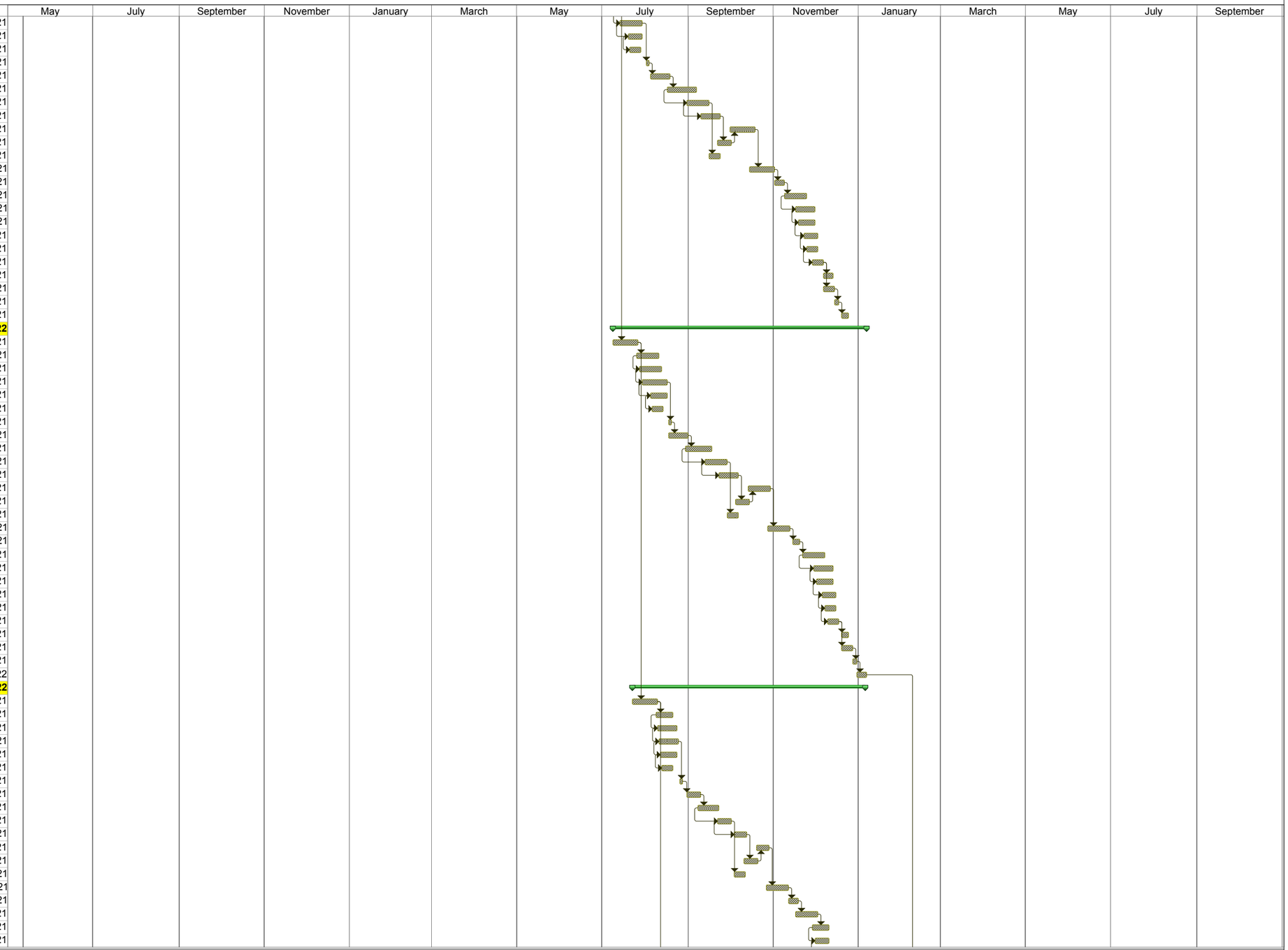
Note: All durations are working days (excluding weekends).
Assumes use of 241 Spencer Street lot for stockpiling of soils

NEI GENERAL CONTRACTING

Ashley Square - Prelim Project Schedule

Tue 5/12/20

ID	Task Name	Duration	Start	Finish
70	Plumbing Rough In	12 days	Wed 7/14/21	Thu 7/29/21
71	Sprinkler Rough In	8 days	Tue 7/20/21	Thu 7/29/21
72	Fire Alarm Rough In	6 days	Wed 7/21/21	Wed 7/28/21
73	MEPS Inspection	2 days	Mon 8/2/21	Tue 8/3/21
74	Insulation	10 days	Thu 8/5/21	Wed 8/18/21
75	Drywall	15 days	Tue 8/17/21	Mon 9/6/21
76	Tape & Float	12 days	Tue 8/31/21	Wed 9/15/21
77	Prime & First Finish Coat	10 days	Fri 9/10/21	Thu 9/23/21
78	Flooring	12 days	Fri 10/1/21	Mon 10/18/21
79	Casework	8 days	Wed 9/22/21	Fri 10/1/21
80	Doors & Hardware	6 days	Thu 9/16/21	Thu 9/23/21
81	Finish Carpentry	12 days	Fri 10/15/21	Mon 11/1/21
82	Countertops	5 days	Tue 11/2/21	Mon 11/8/21
83	Finish Paint	12 days	Tue 11/9/21	Wed 11/24/21
84	Electrical Trimout	10 days	Wed 11/17/21	Tue 11/30/21
85	Mechanical Trimout	8 days	Fri 11/19/21	Tue 11/30/21
86	Plumbing Trimout	8 days	Tue 11/23/21	Thu 12/2/21
87	Sprinkler Trimout	6 days	Thu 11/25/21	Thu 12/2/21
88	Fire Alarm Trimout	6 days	Mon 11/29/21	Mon 12/6/21
89	Toilet Accessories	5 days	Tue 12/7/21	Mon 12/13/21
90	Appliances	6 days	Tue 12/7/21	Tue 12/14/21
91	Corridor Flooring	3 days	Wed 12/15/21	Fri 12/17/21
92	Corridor MEPS Trimout	5 days	Mon 12/20/21	Fri 12/24/21
93	**2nd Floor Residential Level**	**130 days**	**Fri 7/9/21**	**Thu 1/6/22**
94	Interior Framing	12 days	Fri 7/9/21	Mon 7/26/21
95	Mechanical Rough In	12 days	Mon 7/26/21	Tue 8/10/21
96	Electrical Rough In	12 days	Wed 7/28/21	Thu 8/12/21
97	Plumbing Rough In	12 days	Fri 7/30/21	Mon 8/16/21
98	Sprinkler Rough In	8 days	Thu 8/5/21	Mon 8/16/21
99	Fire Alarm Rough In	6 days	Fri 8/6/21	Fri 8/13/21
100	MEPS Inspection	2 days	Wed 8/18/21	Thu 8/19/21
101	Insulation	10 days	Wed 8/18/21	Tue 8/31/21
102	Drywall	15 days	Mon 8/30/21	Fri 9/17/21
103	Tape & Float	12 days	Mon 9/13/21	Tue 9/28/21
104	Prime & First Finish Coat	10 days	Thu 9/23/21	Wed 10/6/21
105	Flooring	12 days	Thu 10/14/21	Fri 10/29/21
106	Casework	8 days	Tue 10/5/21	Thu 10/14/21
107	Doors & Hardware	6 days	Wed 9/29/21	Wed 10/6/21
108	Finish Carpentry	12 days	Thu 10/28/21	Fri 11/12/21
109	Countertops	5 days	Mon 11/15/21	Fri 11/19/21
110	Finish Paint	12 days	Mon 11/22/21	Tue 12/7/21
111	Electrical Trimout	10 days	Tue 11/30/21	Mon 12/13/21
112	Mechanical Trimout	8 days	Thu 12/2/21	Mon 12/13/21
113	Plumbing Trimout	8 days	Mon 12/6/21	Wed 12/15/21
114	Sprinkler Trimout	6 days	Wed 12/8/21	Wed 12/15/21
115	Fire Alarm Trimout	6 days	Fri 12/10/21	Fri 12/17/21
116	Toilet Accessories	5 days	Mon 12/20/21	Fri 12/24/21
117	Appliances	6 days	Mon 12/20/21	Mon 12/27/21
118	Corridor Flooring	3 days	Tue 12/28/21	Thu 12/30/21
119	Corridor MEPS Trimout	5 days	Fri 12/31/21	Thu 1/6/22
120	**3rd Floor Residential Level**	**119 days**	**Fri 7/23/21**	**Wed 1/5/22**
121	Interior Framing	12 days	Fri 7/23/21	Mon 8/9/21
122	Mechanical Rough In	10 days	Mon 8/9/21	Fri 8/20/21
123	Electrical Rough In	10 days	Tue 8/10/21	Mon 8/23/21
124	Plumbing Rough In	10 days	Wed 8/11/21	Tue 8/24/21
125	Sprinkler Rough In	8 days	Thu 8/12/21	Mon 8/23/21
126	Fire Alarm Rough In	6 days	Fri 8/13/21	Fri 8/20/21
127	MEPS Inspection	2 days	Thu 8/26/21	Fri 8/27/21
128	Insulation	8 days	Tue 8/31/21	Thu 9/9/21
129	Drywall	11 days	Wed 9/8/21	Wed 9/22/21
130	Tape & Float	8 days	Wed 9/22/21	Fri 10/1/21
131	Prime & First Finish Coat	7 days	Mon 10/4/21	Tue 10/12/21
132	Flooring	7 days	Wed 10/20/21	Thu 10/28/21
133	Casework	8 days	Mon 10/11/21	Wed 10/20/21
134	Doors & Hardware	6 days	Mon 10/4/21	Mon 10/11/21
135	Finish Carpentry	12 days	Wed 10/27/21	Thu 11/11/21
136	Countertops	5 days	Fri 11/12/21	Thu 11/18/21
137	Finish Paint	12 days	Wed 11/17/21	Thu 12/2/21
138	Electrical Trimout	10 days	Mon 11/29/21	Fri 12/10/21
139	Mechanical Trimout	8 days	Wed 12/1/21	Fri 12/10/21



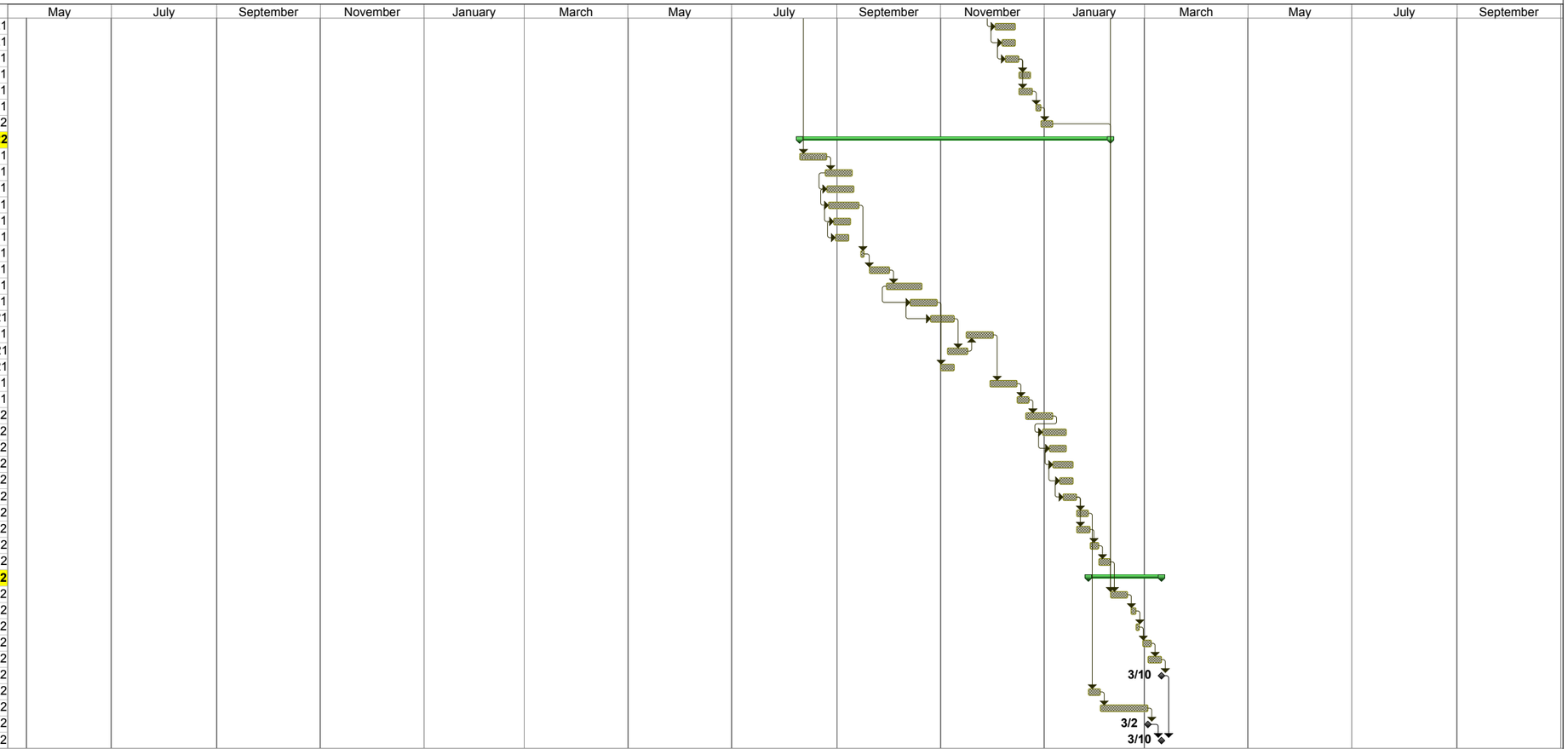
Note: All durations are working days (excluding weekends).
Assumes use of 241 Spencer Street lot for stockpiling of soils

NEI GENERAL CONTRACTING

Ashley Square - Prelim Project Schedule

Tue 5/12/20

ID	Task Name	Duration	Start	Finish
140	Plumbing Trimout	8 days	Fri 12/3/21	Tue 12/14/21
141	Sprinkler Trimout	6 days	Tue 12/7/21	Tue 12/14/21
142	Fire Alarm Trimout	6 days	Thu 12/9/21	Thu 12/16/21
143	Toilet Accessories	5 days	Fri 12/17/21	Thu 12/23/21
144	Appliances	6 days	Fri 12/17/21	Fri 12/24/21
145	Corridor Flooring	3 days	Mon 12/27/21	Wed 12/29/21
146	Corridor MEPS Trimout	5 days	Thu 12/30/21	Wed 1/5/22
147	**4th Floor Residential Level**	**131 days**	**Tue 8/10/21**	**Tue 2/8/22**
148	Interior Framing	12 days	Tue 8/10/21	Wed 8/25/21
149	Mechanical Rough In	12 days	Wed 8/25/21	Thu 9/9/21
150	Electrical Rough In	12 days	Thu 8/26/21	Fri 9/10/21
151	Plumbing Rough In	12 days	Fri 8/27/21	Mon 9/13/21
152	Sprinkler Rough In	8 days	Mon 8/30/21	Wed 9/8/21
153	Fire Alarm Rough In	6 days	Tue 8/31/21	Tue 9/7/21
154	MEPS Inspection	2 days	Wed 9/15/21	Thu 9/16/21
155	Insulation	10 days	Mon 9/20/21	Fri 10/1/21
156	Drywall	15 days	Thu 9/30/21	Wed 10/20/21
157	Tape & Float	12 days	Thu 10/14/21	Fri 10/29/21
158	Prime & First Finish Coat	10 days	Tue 10/26/21	Mon 11/8/21
159	Flooring	12 days	Tue 11/16/21	Wed 12/1/21
160	Casework	8 days	Fri 11/5/21	Tue 11/16/21
161	Doors & Hardware	6 days	Mon 11/1/21	Mon 11/8/21
162	Finish Carpentry	12 days	Tue 11/30/21	Wed 12/15/21
163	Countertops	5 days	Thu 12/16/21	Wed 12/22/21
164	Finish Paint	12 days	Tue 12/21/21	Wed 1/5/22
165	Electrical Trimout	10 days	Fri 12/31/21	Thu 1/13/22
166	Mechanical Trimout	8 days	Tue 1/4/22	Thu 1/13/22
167	Plumbing Trimout	8 days	Thu 1/6/22	Mon 1/17/22
168	Sprinkler Trimout	6 days	Mon 1/10/22	Mon 1/17/22
169	Fire Alarm Trimout	6 days	Wed 1/12/22	Wed 1/19/22
170	Toilet Accessories	5 days	Thu 1/20/22	Wed 1/26/22
171	Appliances	6 days	Thu 1/20/22	Thu 1/27/22
172	Corridor Flooring	3 days	Fri 1/28/22	Tue 2/1/22
173	Corridor MEPS Trimout	5 days	Wed 2/2/22	Tue 2/8/22
174	**Close out and Punch list**	**31 days**	**Thu 1/27/22**	**Thu 3/10/22**
175	Final MEP inspections	8 days	Wed 2/9/22	Fri 2/18/22
176	Building Final Inspection	3 days	Mon 2/21/22	Wed 2/23/22
177	Zoning and Planning Sign off	2 days	Thu 2/24/22	Fri 2/25/22
178	Final Fire Inspections	5 days	Mon 2/28/22	Fri 3/4/22
179	Submit for C of O	6 days	Thu 3/3/22	Thu 3/10/22
180	Issuance of C of O	0 days	Thu 3/10/22	Thu 3/10/22
181	Punch list walk	5 days	Thu 1/27/22	Wed 2/2/22
182	Punch list Work	20 days	Thu 2/3/22	Wed 3/2/22
183	Punch list complete	0 days	Wed 3/2/22	Wed 3/2/22
184	Final Completion	0 days	Thu 3/10/22	Thu 3/10/22



Note: All durations are working days (excluding weekends).
Assumes use of 241 Spencer Street lot for stockpiling of soils

Ashley Square - Exhibit M

Features and Amenities

Florida Housing Finance Corporation Rules & Requirements

Rule Chapter 67-48.0072(17)

The **General Contractor** must meet the following conditions:

(a) Employ a Development superintendent and charge the costs of such employment to the general requirements line item of the General Contractor's budget;

(b) Charge the costs of the Development construction trailer, if needed, and other overhead to the general requirements line item of the General Contractor's budget inclusive of the general requirement items related to construction costs identified in the final cost certification documentation;

(c) Secure building permits, issued in the name of the General Contractor;

(d) If deemed necessary by the Corporation and the Credit Underwriter in their evaluation of construction completion guarantees in subsection (15), above, secure a payment and performance bond whose terms do not adversely affect the Corporation's interest, issued in the name of the General Contractor, from a company rated at least "A-" by AMBest & Co., or a Corporation-approved alternate security for the General Contractor's performance such as a letter of credit issued by a financial institution with a senior long term (or equivalent) credit rating of at least "Baa3" by Moody's, or at least "BBB-" by Standard & Poor's or Fitch, or a financial rating of at least 175 by IDC Financial Publishing;

(e) Ensure that none of the General Contractor duties to manage and control the construction of the Development are subcontracted;

(f) Ensure that no construction or inspection work that is normally performed by subcontractors is performed by the General Contractor;

(g) Ensure that not more than 20 percent of the construction cost is subcontracted to any one entity or any group of entities that have common ownership or are Affiliates of any other subcontractor, with the exception of a subcontractor (or any group of entities that have common ownership or are Affiliates of any other subcontractor) contracted to deliver the building shell of a building of at least five (5) stories which may not have more than 31 percent of the construction cost in a subcontract, unless otherwise approved by the Corporation for a specific Development. With regard to said approval, the Corporation shall consider the facts and circumstances of each Applicant's request, inclusive of construction costs and the General Contractor's fees. For purposes of this paragraph, "Affiliate" has the meaning given in subsection 67-48.002(5), F.A.C., except that the term "Applicant" therein shall mean "subcontractor"; and,

(h) Ensure that no construction cost is subcontracted to any entity that has common ownership or is an Affiliate of the General Contractor or the Developer. For purposes of this paragraph, "Affiliate" has the meaning given it in subsection 67-48.002(5), F.A.C., except that the term "Applicant" therein shall mean "General Contractor."

(3) Availability of Water. The Applicant must demonstrate that as of the Application Deadline water is available to the entire proposed Development site by providing as **Attachment 11** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Water form (Form Rev. 08-18); or

(b) A letter from the water service provider that contains the Development location, and the number of units, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

(4) Availability of Sewer. The Applicant must demonstrate that as of the Application Deadline sewer capacity, package treatment or septic tank service is available to the entire proposed Development site by providing as **Attachment 12** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Sewer Capacity, Package Treatment, or Septic Tank form (Form Rev. 08-18); or

(b) A letter from the waste treatment service provider that contains the Development location, the number of units, and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

(5) Availability of Roads. The Applicant must demonstrate that as of the Application Deadline paved roads either (i) exist and will provide access to the proposed Development site or (ii) will be constructed as part of the entire proposed Development by providing as **Attachment 13** to Exhibit A:

(a) The properly completed and executed Florida Housing Finance Corporation Verification of Availability of Infrastructure – Roads form (Form Rev. 08-18); or

(b) A letter from the Local Government that contains the Development location and is dated within 12 months of the Application Deadline. The letter may not be signed by the Applicant, by any related parties of the Applicant, by any Principals or Financial Beneficiaries of the Applicant, or by any local elected officials.

8. Construction Features

All units are expected to meet all requirements as outlined below. If the proposed Development consists of rehabilitation, the proposed Development's ability to provide all construction

features will be confirmed as outlined in Exhibit F. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors.

All features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.

a. Federal Requirements and State Building Code Requirements for all Developments

All proposed Developments must meet all federal requirements and state building code requirements, including the following, incorporating the most recent amendments, regulations and rules:

- Florida Accessibility Code for Building Construction as adopted pursuant to Section 553.503, Florida Statutes;
- The Fair Housing Act as implemented by 24 CFR 100;
- Section 504 of the Rehabilitation Act of 1973*; and
- Titles II and III of the Americans with Disabilities Act of 1990 as implemented by 28 CFR 35.

* All Developments must comply with Section 504 of the Rehabilitation Act of 1973, as implemented by 24 CFR Part 8 ("Section 504 and its related regulations"). All Developments must meet accessibility standards of Section 504. Section 504 accessibility standards require a minimum of 5 percent of the total dwelling units, but not fewer than one unit, to be accessible for individuals with mobility impairments. An additional 2 percent of the total units, but not fewer than one unit, must be accessible for persons with hearing or vision impairments.

To the extent that a Development is not otherwise subject to Section 504 and its related regulations, the Development shall nevertheless comply with Section 504 and its related regulations as requirements of the Corporation funding program to the same extent as if the Development were subject to Section 504 and its related regulations in all respects. To that end, all Corporation funding shall be deemed "Federal financial assistance" within the meaning of that term as used in Section 504 and its related regulations for all Developments.

Federal and state law and building code regulations requires that programs, activities, and facilities be readily accessible to and usable by persons with disabilities. Florida Housing requires that the design, construction, or alteration of its financed Developments be in compliance with federal and state accessibility requirements. When more than one law and accessibility standard applies, the Applicant shall comply with the standard (2010 ADA Standards, Section 504, Fair Housing Act, or Florida Building Code, Accessibility) which affords the greater level of accessibility for the residents and visitors. Areas required to be made accessible to mobility-impaired residents and their visitors, including those in wheelchairs, shall include, but not be limited to, accessible routes and entrances, paths of travel, primary function areas, parking, trash bins, mail and package receiving areas for residents, pool and other amenities, including paths of travel to amenities and laundry rooms, including washers and dryers.

The above documents are available on the Corporation's Website http://www.floridahousing.org/programs/developers-multifamily-programs/competitive/2018/2018-116/other-information-related-to-rfa-2018-116/ (also accessible by clicking here).

b. General Features

(1) The following General Features must be provided for all proposed Developments:

- Broadband infrastructure which includes cables, fiber optics, wiring, or other infrastructure, as long as the installation results in accessibility in each unit;
- Termite prevention;
- Pest control;
- Window covering for each window and glass door inside each unit;
- Cable or satellite TV hook-up in each unit and, if the Development offers cable or satellite TV service to the residents, the price cannot exceed the market rate for service of similar quality available to the Development's residents from a primary provider of cable or satellite TV;
- Washer and dryer hook ups in each of the Development's units or an on-site laundry facility for resident use. If the proposed Development will have an on-site laundry facility, the following requirements must be met:
    - There must be a minimum of one Energy Star certified washer and one Energy Star certified dryer per every 15 units. To determine the required number of washers and dryers for the on-site laundry facility; divide the total number of the Development's units by 15, and then round the equation's total up to the nearest whole number; and
    - If the proposed Development consists of Scattered Sites, the laundry facility shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- At least two full bathrooms in all 3 bedroom or larger new construction units; and
- Bathtub with shower in at least one bathroom in at least 90 percent of the new construction non-Elderly units.

(2) All Family Demographic Developments must provide a full-size range and oven in all units.

(3) All Developments with the Elderly Demographic (ALF or Non-ALF), must also provide the following:

For new construction units, a full-size range and oven must be incorporated in all units.

All rehabilitation units are expected to have a full-size range and oven unless found to be not physically feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA.

c. Required Accessibility Features, regardless of the age of the Development

(1) Required Accessibility Features in all Units

- Primary entrance door on an accessible route shall have a threshold with no more than a ½-inch rise;
- All door handles on primary entrance door and interior doors must have lever handles;
- Lever handles on all bathroom faucets and kitchen sink faucets;
- Mid-point on light switches and thermostats shall not be more than 48 inches above finished floor level; and
- Cabinet drawer handles and cabinet door handles in bathroom and kitchen shall be lever or D-pull type that operate easily using a single closed fist.

(2) All Family Demographic Developments must provide reinforced walls for future installation of horizontal grab bars in place around each toilet/shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall).

At the request of and at no charge to a resident household, the Development shall purchase and install grab bars around each tub/shower unit in the dwelling unit. The product specifications and installation must meet or exceed 2010 ADA Standards for Accessible Design. The Development shall inform a prospective resident that the Development, upon a resident household's request and at no charge to the household, will install grab bars around a dwelling unit's tub/shower unit, pursuant to the 2010 ADA Standards. At a minimum, the Development shall inform each prospective lessee by including language in the Development's written materials listing and describing the unit's features, as well as including the language in each household's lease.

(3) Accessibility Features in all Developments with the Elderly (ALF or Non-ALF) Demographic must also provide the following features:

- 15 percent of the new construction units must have roll-in showers.
- Horizontal grab bars in place around each tub and/or shower, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed 2010 ADA Standards for Accessible Design, Section 609. In addition, the following standards for grab bars are required:
    - If a bathtub/shower combination with a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.1.

- If a bathtub/shower combination without a permanent seat is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 607.4.2.

- If a roll-in shower is provided, grab bars shall be installed to meet or exceed 2010 ADA Standards for Accessible Design, Section 608.3.2;

- Reinforced walls for future installation of horizontal grab bars in place around each toilet, or a Corporation-approved alternative approach for grab bar installation. The installation of the grab bars must meet or exceed the 2010 ADA Standards for Accessible Design, Section 604.5.1 (Side Wall);

- Roll-out shelving or drawers in all bottom bathroom vanity cabinets;

- Adjustable shelving in master bedroom closets (must be adjustable by resident); and

- In one of the kitchen's base cabinets, there shall be a large bottom drawer that opens beyond full extension, also referred to as an "over-travel feature." Drawers with the over-travel feature allow drawers to extend completely past the cabinet front so all the contents can be accessed. The drawer shall be deep and wide enough to store pots and pans and the drawer slides shall have a weight load rating of a minimum of 100 pounds. The drawers shall be mounted on a pair of metal side rails that are ball-bearing.

d. Required Green Building Features in all Developments

(1) All new construction units must have the features listed below and all rehabilitation units are expected to have all of the following required Green Building features unless found to be not appropriate or feasible within the scope of the rehabilitation work utilizing a capital needs assessment as further explained in Exhibit F of this RFA:

- Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat; 150 grams per liter or less for non-flat paint);
- Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
  - Toilets: 1.28 gallons/flush or less,
  - Urinals: 0.5 gallons/flush,
  - Lavatory Faucets: 1.5 gallons/minute or less at 60 psi flow rate,
  - Showerheads: 2.0 gallons/minute or less at 80 psi flow rate;
- Energy Star certified refrigerator;
- Energy Star certified dishwasher;
- Energy Star certified ventilation fan in all bathrooms;

- Water heater minimum efficiency specifications:
  - Residential Electric:
    - Up to 55 gallons = .95 EF or .92 UEF; or
    - More than 55 gallons = Energy Star certified; or
    - Tankless = Energy Star certified;
  - Residential Gas (storage or tankless/instantaneous): Energy Star certified,
  - Commercial Gas Water Heater: Energy Star certified;
- Energy Star certified ceiling fans with lighting fixtures in bedrooms;
- Air Conditioning (choose in-unit or commercial):

○ Air-Source Heat Pumps – Energy Star certified:
- ≥ 8.5 HSPF/ ≥15 SEER/ ≥12.5 EER for split systems
- ≥ 8.2 HSPF ≥15 SEER/ ≥12 EER for single package equipment including gas/electric package units

○ Central Air Conditioners – Energy Star certified:
- ≥15 SEER/ ≥12.5 EER* for split systems
- ≥15 SEER/ ≥12 EER* for single package equipment including gas/electric package units.

NOTE: Window air conditioners and portable air conditioners are not allowed. PTACs / PTHPs are allowed in studio and 1 bedroom units;

○ Package Terminal Air Conditioners (PTACs) – minimum Energy Efficiency Ratio (EER) required by the Florida Building Code – Energy Conservation standards (current edition)

Capacity (BTU/h)	Min. Standards for New Construction	Min. Standards for Replacement Units[b]
All	14.0 - (0.3 x Cap[a]/1000) EER	10.9 - (0.213 x Cap[a]/1000) EER

○ Package Terminal Heat Pumps (PTHPs) – minimum Energy Efficiency Ratio (EER) and Coefficient of Performance (COP) required by the Florida Building Code – Energy Conservation standards (current edition):

Capacity (BTU/h)	Min. Standards for New Construction	Min. Standards for Replacement Units[b]
All Cooling	14.0 - (0.3 x Cap[a]/1000) EER	10.8 - (0.213 x Cap[a]/1000) EER
All Heating	3.2 - (0.026 x Cap[a]/1000) COP	2.9 - (0.026 x Cap[a]/1000) COP

NOTES:

a. "Cap" = The rated cooling capacity of the project in Btu/h. Where the unit's capacity is less than 7000 Btu/h, use 7000 Btu/h in the calculation. Where the unit's capacity is greater than 15,000 Btu/h, use 15,000 Btu/h in the calculations.

b. Replacement unit shall be factory labeled as follows: "MANUFACTURED FOR REPLACEMENT APPLICATIONS ONLY: NOT TO BE INSTALLED IN NEW CONSTRUCTION PROJECTS." Replacement efficiencies apply only to units with existing sleeves less than 16 inches in height and less than 42 inches in width.

- Geothermal Heat Pumps – Energy Star certified with the following minimum efficiency performance;

Product Type (single stage models)	EER	COP
Water-to-Air		
Closed Loop Water-to-Air	17.1	3.6
Open Loop Water-to-Air	21.1	4.1
Water-to-Water		
Closed Loop Water-to-Water	16.1	3.1
Open Loop Water-to-Water	20.1	3.5
DGX		
DGX	16.0	3.6

- **Electric Chillers, Air-Cooled and Water-Cooled -** Minimum efficiency values required by the Florida Building Code – Energy Conservation standards (current edition);

Equipment Type	Size	Units	Minimum Efficiency	
			Path A (Full-Load Optimized Applications)	Path B (Part-Load Optimized Applications)
Air-cooled	<150 t	EER (Btu/W)	≥10.1 FL	≥9.7 FL
			≥13.7 IPLV	≥15.8 IPLV
Air-cooled	≥150 t	EER (Btu/W)	≥10.1 FL	≥9.7 FL
			≥14.0 IPLV	≥16.1 IPLV
Water-cooled, displacement	<75 t	kW/t	≤0.75 FL	≤0.78 FL
			≤0.60 IPLV	≤0.50 IPLV
Water-cooled, displacement	≥75 t and <150 t	kW/t	≤0.72 FL	≤0.75 FL
			≤0.56 IPLV	≤0.49 IPLV
Water-cooled, displacement	≥150 t and <300 t	kW/t	≤0.66 FL	≤0.68 FL
			≤0.54 IPLV	≤0.44 IPLV
Water-cooled, displacement	≥300 t and <600 t	kW/t	≤0.61 FL	≤0.62 FL
			≤0.52 IPLV	≤0.41 IPLV
Water-cooled, displacement	≥600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV
Water-cooled, centrifugal	<150 t	kW/t	≤0.61 FL	≤0.69 FL
			≤0.55 IPLV	≤0.44 IPLV
Water-cooled, centrifugal	≥150 t and <300 t	kW/t	≤0.61 FL	≤0.63 FL
			≤0.55 IPLV	≤0.40 IPLV
Water-cooled, centrifugal	≥300 t and <400 t	kW/t	≤0.56 FL	≤0.59 FL
			≤0.52 IPLV	≤0.39 IPLV
Water-cooled, centrifugal	≥400 t and <600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV
Water-cooled, centrifugal	≥600 t	kW/t	≤0.56 FL	≤0.58 FL
			≤0.50 IPLV	≤0.38 IPLV

NOTE: All other equipment types shall follow Florida Building Code – Energy Conservation, current edition requirements.

Rating Terms:

EER - energy efficiency ratio
FL - full load
IPLV - integrated part load value

- Caulk, weather-strip, or otherwise seal all holes, gaps, cracks, penetrations, and electrical receptacles in building envelope; and
- Insulate heating and cooling system ducts and seal airtight in accordance with section C403.2.9 of the Florida Building Code – Energy Conservation (current edition)

(2) In addition to the required Green Building features outlined in (1) above, Applicants must select enough additional Green Building features in Exhibit A so that the total point value of the features selected equals at least 10 points. Failure of the Applicant to select at least 10 points worth of the features will result in the Application failing to meet this Mandatory requirement.

~~e. Items to be included in the rehabilitation scope of work, as outlined in Exhibit F~~

~~(1) All Applicants will be required to address the following required items:~~

~~(a) Required features outlined in a. and c. above. If the CNA provider determines that the required items cannot be addressed within the contemplated budget, the proposed Development will be deemed infeasible and the Corporation will rescind funding from the proposed Development;~~

~~(b) All items outlined in b. above. For proposed Developments with an Elderly Demographic, the inclusion of a full-size range and oven in all units, if determined physically feasible by the CNA provider;~~

~~(c) Critical repair items as identified in the CNA report that threaten the health and safety of the residents, as well as items identified as being in violation of recorded building and/or fire codes;~~

~~(d) Green building items outlined in 8.d. above, considering the appropriateness and feasibility of the features and the remaining useful life, as outlined in the CNA provider's final report. For the additional Green Building features selected by the Applicant at question 8.d.(2) of Exhibit A, a total of 10 points must be maintained; and~~

~~(e) Immediate physical needs identified in the CNA report as having a remaining useful life of 5 years or less.~~

~~(2) Once items in (1) above have been addressed in the Rehabilitation Scope of Work, the following items may be added to the scope, if within the remaining available budget.~~

(a) Items identified in the CNA report as having a remaining useful life of 6-15 years.

(b) Features and amenities that add to the marketability of the Development.

9. Resident Programs

The quality of the Resident Programs committed to by the Applicant is subject to approval of the Board of Directors. The availability of the Resident Programs must be publicized on an ongoing basis such as through community newsletters, bulletin board posts, or flyers.

a. Family Demographic Commitment

If the Applicant selected the Family Demographic, the Applicant must provide at least three of the resident programs outlined below. It is a Mandatory requirement that the Applicant select at least three of the resident programs. The eligible resident programs which may be selected are as follows:

(1) After School Program for Children

This program requires the Applicant or its Management Company to provide supervised, structured, age-appropriate activities for children during after school hours, Monday through Friday. Activities must be on-site.

(2) Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.

Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

(3) Employment Assistance Program

The Applicant or its Management Company must provide, at no cost to the resident, a minimum of quarterly scheduled Employment Assistance Program workshops/meetings offering employment counseling by a knowledgeable employment counselor. Such a program includes employability skills workshops providing instruction in the basic skills necessary for getting, keeping, and doing well in a job. The instruction must be held between the hours of 8:00 a.m. and 7:00 p.m. and include, but not be limited to, the following:

- Evaluation of current job skills;

- ~~Assistance in setting job goals;~~
- ~~Assistance in development of and regular review/update of an individualized plan for each participating resident;~~
- ~~Resume assistance;~~
- ~~Interview preparation; and~~
- ~~Placement and follow-up services.~~

~~If the training is not provided on-site, transportation at no cost to the resident must be provided. Electronic media, if used, must be used in conjunction with live instruction.~~

~~(4) Family Support Coordinator~~

~~The Applicant must provide a Family Support Coordinator at no cost to the resident. The Family Support Coordinator shall assist residents in assessing needs and obtaining services, with the goal of promoting successful tenancies and helping residents achieve and maintain maximum independence and self-sufficiency. Responsibilities shall include linking residents with public and private resources in the community to provide needed assistance, develop and oversee on-site programs and activities based on the needs and interests of residents, and support residents in organizing group activities to build community and to address and solve problems such as crime and drug activity. The duties of the Family Support Coordinator shall not be performed by property management staff. The Coordinator shall be on-site and available to residents at least 20 hours per week, within the hours of 9 a.m. and 8 p.m. The Coordinator may be an employee of the Development or, through an agreement, an employee of a third-party agency or organization that provides these services.~~

~~(5) Financial Management Program~~

~~The Applicant or its Management Company shall provide a series of classes to provide residents training in various aspects of personal financial management. Classes must be held at least quarterly, consisting of at least two hours of training per quarter, and must be conducted by parties that are qualified to provide training regarding the respective topic area. If the Development consists of Scattered Sites, the Resident Program must be held on the Scattered Site with the most units. Residents residing at the other sites of a Scattered Site Development must be offered transportation, at no cost to them, to the classes. The topic areas must include, but not be limited to:~~

- ~~Financial budgeting and bill-paying including training in the use of technologies and web-based applications;~~
- ~~Tax preparation including do's and don'ts, common tips, and how and where to file, including electronically;~~
- ~~Fraud prevention including how to prevent credit card and banking fraud, identity theft, computer hacking and avoiding common consumer scams;~~

- ~~Retirement planning & savings options including preparing a will and estate planning; and~~
- ~~Homebuyer education including how to prepare to buy a home, and how to access to first-time homebuyer programs in the county in which the development is located.~~

~~Different topic areas must be selected for each session, and no topic area may be repeated consecutively.~~

~~(6) Homeownership Opportunity Program~~

~~Applicant commits to provide a financial incentive which includes the following provisions:~~

- ~~The incentive must be applicable to the home selected by the resident and may not be restricted to or enhanced by the purchase of homes in which the Applicant, Developer, or other related party has an interest;~~
- ~~the incentive must be not less than 5 percent of the rent for the resident's unit during the resident's entire occupancy (Note: Resident will receive the incentive for all months for which the resident is in compliance with the terms and conditions of the lease. Damages to the unit in excess of the security deposit will be deducted from the incentive.);~~
- ~~the benefit must be in the form of a gift or grant and may not be a loan of any nature;~~
- ~~the benefits of the incentive must accrue from the beginning of occupancy;~~
- ~~the vesting period can be no longer than 2 years of continuous residency; and~~
- ~~no fee, deposit or any other such charge can be levied against the resident as a condition of participation in this program.~~

b. Elderly (ALF or Non-ALF) Demographic Commitment

(1) Required Resident Program for all Applicants that select the Elderly Demographic (ALF or Non-ALF)

24 Hour Support to Assist Residents In Handling Urgent Issues

An important aging in place best practice is providing the residents access to property management support 24 hours per day, 7 days a week to assist them to appropriately and efficiently handle urgent issues or incidents that may arise. These issues may include, but are not limited to, an apartment maintenance emergency, security or safety concern, or a health risk incident in their apartment or on the property. The management's assistance will include a 24/7 approach to receiving residents' requests for assistance that will include a formal written process for relevant property management staff to effectively assess and provide assistance for each request.

This assistance may include staff:

- visiting or coordinating a visit to a resident's apartment to address an urgent maintenance issue;
- responding to a resident being locked out of their apartment;
- contacting on-site security or the police to address a concern;
- providing contact information to the resident and directing or making calls on a resident's behalf to appropriate community-based emergency services or related resources to address an urgent health risk incident;
- calling the resident's informal emergency contact; or
- addressing a resident's urgent concern about another resident.

Property management staff shall be on site at least 8 hours daily, but the 24-hour support approach may include contracted services or technology to assist the management in meeting this commitment, if these methods adequately address the intent of this service. The Development's owner and/or designated property management entity shall develop and implement policies and procedures for staff to immediately receive and handle a resident's call and assess the call based on a resident's request and/or need.

At a minimum, residents shall be informed by the property management, at move-in and via a written notice(s)/instructions provided to each resident and displayed in the Development's common or public areas, that staff are available to receive resident calls at all times. These notices shall also provide contact information and direction to first contact the community-based emergency services if they have health or safety risk concerns.

~~(2) Applicants who select the Elderly ALF Demographic Commitment must also provide the following resident programs:~~

~~(a) Medication Administration~~

~~The Applicant or its Management Company shall provide, pursuant to ALF licensure requirements, staff to administer medications in accordance with a health care provider's order or prescription label.~~

~~(b) Services for Persons with Alzheimer's Disease and Other Related Disorders~~

~~The Applicant or its Management Company shall advertise and provide supervision and services to persons with Alzheimer's disease and other related disorders that are specific to each affected resident and pursuant to ALF licensure requirements.~~

(3) Applicants who select the Elderly (ALF or Non-ALF) Demographic, the Applicant must provide at least three of the resident programs outlined below:

(a) Adult Literacy

The Applicant or its Management Company must make available, at no cost to the resident, literacy tutor(s) who will provide weekly literacy lessons to residents in private space on-site. Various literacy programming can be offered that strengthens participants' reading, writing skills, and comprehension, but at a minimum, these must include English proficiency and basic reading education.

Training must be held between the hours of 8:00 a.m. and 7:00 p.m. and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.

~~(b) Computer Training~~

~~The Applicant or its Management Company shall make available computer and internet training classes (basic and/or advanced level depending on the needs and requests of the residents). The training classes must be provided at least once a week, at no cost to the resident, in a dedicated space on site. Training must be held between the hours of 8:00 a.m. and 7:00 p.m., and electronic media, if used, must be used in conjunction with live instruction. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.~~

~~(c) Daily Activities~~

~~The Applicant or its Management Company must provide on-site supervised, structured activities, at no cost to the resident, at least five days per week which must be offered between the hours of 8:00 a.m. and 7:00 p.m. If the Development consists of Scattered Sites, this resident program must be provided on the Scattered Site with the most units.~~

(d) Assistance with Light Housekeeping, Grocery Shopping and/or Laundry

The Applicant or its Management Company must provide residents with a list of qualified service providers for (a) light housekeeping, and/or (b) grocery shopping, and/or (c) laundry and will coordinate, at no cost to the resident, the scheduling of services. The Developer or Management Company shall verify that the services referral information is accurate and up-to-date at least once every six months.

(e) Resident Assurance Check-In Program

The Applicant commits to provide and use an established system for checking in with each resident on a pre-determined basis not less than once per day, at no cost to the resident. Residents may opt out of this program with a written certification that they choose not to participate.

~~Provide the required documentation to demonstrate site control as **Attachment 8**.~~

~~b. Ability to Proceed documents~~

~~(1) Provide the required documentation to demonstrate zoning as **Attachment 9**.~~

~~(2) Provide the required documentation to demonstrate availability of electricity as **Attachment 10**.~~

~~(3) Provide the required documentation to demonstrate availability of water as **Attachment 11**.~~

~~(4) Provide the required documentation to demonstrate availability of sewer as **Attachment 12**.~~

~~(5) Provide the required documentation to demonstrate availability of roads as **Attachment 13**.~~

~~8.~~ ~~Construction Features~~

~~a. Federal requirements and State Building Code requirements for all Developments are outlined in Section Four.~~

~~b. General feature requirements for all Developments are outlined in Section Four.~~

~~c. Accessibility feature requirements for all Developments are outlined in Section Four.~~

d. Green Building Features:

(1) Green Building feature requirements for all Developments are outlined in Section Four.

(2) Applicants must select enough of the following Green Building Features so that the total point value of the features selected equals at least 10, in addition to committing to the required Construction Features listed in Section Four.

☒ Programmable thermostat in each unit (2 points)
☐ ~~Humidistat in each unit (2 points)~~
☐ ~~Water Sense certified dual flush toilets in all bathrooms (2 points)~~
☐ ~~Light colored concrete pavement instead of or on top of asphalt to reduce the heat-island effect (2 points)~~
☐ ~~Energy Star certified roof coating (2 points) *~~
☒ Energy Star certified roofing materials (metal, shingles, thermoplastic polyolefin (TPO), or tiles) (3 points) *
☐ ~~Eco-friendly cabinets – no added urea formaldehyde and material must be certified by the Forest Stewardship Council, the Environmental~~

~~Stewardship Program, or a certification program endorsed by the Programme for the Endorsement of Forest Certification (3 points)~~

- ☐ ~~Eco-Friendly flooring for entire unit – Carpet and Rug Institute Green Label certified carpet and pad, FloorScore certified flooring, bamboo, cork, 80% recycled content tile, and/or natural linoleum (3 points)~~
- ☐ ~~High Efficiency HVAC with SEER of at least 16 (2 points) **~~
- ☒ Energy efficient windows in each unit (3 points)
  - For all Development Types except Mid-Rise and High Rise: Energy Star rating for all windows in each unit;
  - For Development Type of Mid-Rise and High Rise:
    - U-Factor of 0.50 or less and a SHHGC of 0.25 or less where the fenestration is fixed; and
    - U-Factor of 0.65 or less and a SHHGC of 0.25 or less where the fenestration is operable (i.e., the window opens)
- ☐ ~~Florida Yards and Neighborhoods certification on all landscaping (2 points)~~
- ☒ Install daylight sensors, timers or motion detectors on all outdoor lighting attached to buildings (2 points)

*The Applicant may choose only one option related to Energy Star certified roofing.

**Applicants who choose high efficiency HVACs must meet the standards listed here, which exceed the minimum Green Building Features required of all Developments Section Four A.8. of the RFA.

~~**9. Resident Programs:**~~

~~a. Applicants that select the Family Demographic must commit to provide at least three (3) of the following resident programs:~~

- ☐ ~~After School Program for Children~~
- ☐ ~~Adult Literacy~~
- ☐ ~~Employment Assistance Program~~
- ☐ ~~Family Support Coordinator~~
- ☐ ~~Financial Management Program~~
- ☐ ~~Homeownership Opportunity Program~~

~~b. Developments serving the Elderly (ALF or Non-ALF) Demographic:~~

~~(1) Required Resident Programs for all Applicants that select the Elderly Demographic (ALF or Non-ALF) are outlined in Section Four.~~

~~(2) Additional required Resident Programs for all Applicants who select the Elderly ALF Demographic Commitment are outlined in Section Four.~~

Kancor Building Solutions, LLC

1969 Corporate Square, Longwood FL, 32750 • P 407.841.1500 • F 407.960.6714
www.Kancorcompanies.com
CBC1263305

REVISED PROPOSAL

PROPOSAL SUBMITTED TO: NEI Construction Kevin Trowski		TODAY'S DATE: 4/13/20	TIME:
PHONE NUMBER:	E-MAIL: ktrowski@neigc.com	JOB DESCRIPTION: Framing Labor, Lumber, Drywall, Roof	
JOB NAME: Ashley Square Apartments		JOB LOCATION: 127 East Ashley Street, Jacksonville, FL	

Kancor Building Solutions, LLC proposes the following scope of work:

1. Completely frame all exterior and interior walls of the building (99,164 GSF) and reasonable blocking/bracing for customer supplied trusses.
2. Labor to set all customer supplied trusses and install roof sheathing.
3. Includes all nails.
4. Lumber and rough hardware package; manage lumber.
5. Turn-key drywall.
6. Roof.
7. General conditions.

THE ABOVE SCOPE OF WORK WILL BE PERFORMED FOR THE PRICE OF:

Framing Labor, Nails	$743,730
Lumber, Rough Hardware, Management ***ESTIMATE***	$724,000
Trusses	By Owner
Turn-Key Drywall	$696,000
TPO Roof, Metal Coping Cap, Collector Boxes, Downspouts	$234,409
General Conditions (Fuel, Lifts, Crane, Safety, etc.)	$59,000
Total	**$2,457,139**

Notes

- All numbers are subject to final approved drawings
- Lumber is a commodity and is subject to market pricing
- Any Item not listed above will require a change order
- Payment terms: 10% deposit, progressive biweekly payments
- Bid is good for 30 days, unless letter-of-intent is received

EXHIBIT "B"

AUTHORIZED SIGNATURE _____ DATE _____
GENERAL CONTRACTOR

PRINT NAME _____

AUTHORIZED SIGNATURE _____ DATE _____
KANCOR BUILDING SOLUTIONS, LLC

PRINT NAME _____

THE NATIONAL LUMBER FAMILY OF COMPANIES

National Lumber | Reliable Truss | Kitchen Views | National Building Products | Pro Insulators | Oxford Lumber

HQ: 71 Maple Street, PO Box 9032, Mansfield, MA 02048 | T: 508.339.8020 F: 508.339.4518 | national-lumber.com

Wood Framing with Open Shop Labor

Job # 2002390

WFM.000.000.000.000.000.000.WFL.000.000.000.000.000.000.2020.05.08.9.47.52

Job Name and Location: Ashley Square Apartments, Jacksonville, FL

To: **NEI General Contracting**
2707 Rew Circle
Ocoee, FL 3476

Quote Status: **Buyout Proposal**

From: *Kevin Donohoe*
Cell: *(904) 271-1123*
Office: *(508) 339-8020*

Submitted On: *May 8, 2020*

Plans Used:	Description	Plans Dated	Considered?
Architectural	Design Development	12/24/2019	Yes
Structural	Design Development	12/24/2019	Yes
Mechanical	Design Development	12/24/2019	No
Civil	Design Development	12/24/2019	No
Spec Book:	*Not Considered - Only Plans were Received & Reviewed*		

Summary Scope

Material Scope		Labor	
Included	Wood Framing Materials	Included	Installation of Wood Framing Materials
Excluded	Light Gauge Metal Framed Structure	Excluded	Installation of Light Gauge Metal Framed Structure
Excluded	Windows & Patio Doors	Excluded	Installation of Windows & Patio Doors
Excluded	Exterior Prehung Doors	Excluded	Installation of Exterior Prehung Doors
Excluded	Siding & Exterior Trim	Excluded	Installation of Siding & Exterior Trim
Excluded	Roofing (Pitched)	Excluded	Installation of Roofing (Pitched)
Excluded	Roofing (Flat)	Excluded	Installation of Roofing (Flat)

Wood Framing Materials & Install Total Incl. Tax:	**$**	**1,780,494.59**
Siding & Exterior Trim Supply Only Incl. Tax:	**$**	**-**
Roofing Supply Only Incl. Tax:	**$**	**-**
Windows & Patio Doors Supply Only Incl. Tax:	**$**	**-**
Exterior Prehung Doors Supply Only Incl. Tax:	**$**	**-**
Performance Bond:		**Excluded**
Contract Total Incl. Tax:	**$**	**1,780,494.59**

7.000% Tax Rate

Price valid for 14 days from Submitted On date shown above.

0% Material Retainage

5% Labor Retainage

Summary of Inclusions and/or Exclusions:		
Dimensional Lumber:	KD SYP #2	
Fire Treated Lumber/Plywood:	Excluded	
FSC Material:	Excluded	
Bearing Wall Framing System	Wood Wall Materials Shipped Loose	
Non-bearing Wall Framing System	Wood Wall Materials Shipped Loose	
Subfloor Sheathing:	23/32" OSB T&G	
Exterior Wall Sheathing:	7/16" OSB	
Int. Shearwall Sheathing:	7/16" OSB	
Roof Sheathing (Pitched):	Excluded	
Roof Sheathing (Flat):	19/32" OSB	
Floor System:	Floor Trusses	
Roof System:	Sloping Flat Trusses	
Fasteners:	All fasteners that aren't wet set are Included	
Stairs:	Temporary Stairs Only	
Adhesives:	For Subfloor Sheathing Only	
Floor and Roof System Hardware:	All Wood to Wood Included	
Wall Hardware:	Flat Strap Hold Downs (Standard straps, etc.)	
Wet Set Hold Downs:	Excluded	
Ext. Decks and/or Balconies Framed:	Excluded	
Exterior Decking Finish:	Excluded	
Exterior Deck Railings & Balusters:	Excluded	
Shaft Wall (1" Core Board):	Excluded	
Drop Ceilings &/or Interior Soffits:	Excluded	
Unit & Attic Draftstopping:	Included	
Vapor Barrier / Building Wrap:	Tyvek® CommercialWrap® with Tape	
Rigid Insulation:	Excluded	
Siding:	Excluded	
Trim:	Excluded	
Roofing (Pitched):	Excluded	
Roofing (Flat):	Excluded	
Windows:	Excluded	
Exterior Doors:	Excluded	

Exterior Patio Doors:	**Excluded**	

ADDS, DEDUCTS, SPECIFIC EXCLUSIONS & NOTES:

1	**ADD: $44,512 To secure Payment & Performance Bond**
2	Excluded: All air sealants and labor, including interior sealant at windows and doors
3	Excluded: All materials below the podium and/or within the parking garage
4	Excluded: All Steel beams, steel columns and/or steel flitch plates and any required misc. metals and installation labor.

Detailed Scope

Included Items are Per Plans & Specs Unless specifically noted otherwise below:			*Material Supplied:*		*Installation Labor:*	
			Included	**Excluded**	**Included**	**Excluded**
1	***Framing Package***					
A	***Sills***					
1	Sill Sealer	1/4"x5.5"x50' Foam	X		X	
2	Wedge Anchors and/or Titen Bolts if shown as an option		X		X	
3	Shimming for Uneven Concrete slab - Greater than 1/4"			**X**		**X**
4	Metal Flashing at Concrete			**X**		**X**
B	***Exterior Walls***					
1	Stud size and spacing per plan page(s):		X		X	
2	Studs, Jacks, Kings, Cripples, Corners		X		X	
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X		X	
4	Bottom Plates on Lumber	KD SYP #2	X		X	
5	Top Plates	KD SYP #2	X		X	
6	Exterior Sheathing	7/16" OSB	X		X	
7	Headers per Structural Plan Page(s)		X		X	
8	EWP posts inside of walls		X		X	
C	***Interior Bearing Walls***					
1	Stud size and spacing per plan page(s):		X		X	
2	Studs, Jacks, Kings, Cripples, Corners		X		X	
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X		X	
4	Bottom Plates on Lumber	KD SYP #2	X		X	
5	Top Plates	KD SYP #2	X		X	
6	Headers per Structural Plan Page(s)		X		X	
7	EWP posts inside of walls		X		X	
D	***Interior Non-bearing Walls***					
1	Stud size and spacing per plan page(s):		X		X	
2	Studs, Jacks, Kings, Cripples, Corners		X		X	
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X		X	
4	Bottom Plates on Lumber	KD SYP #2	X		X	
5	Top Plate	Single Top Plate only	X		X	
6	Single Member Door Headers		X		X	
E	***Interior Shear Walls***					
1	Stud size and spacing per plan page(s):		X		X	
2	Studs, Jacks, Kings, Cripples, Corners		X		X	
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X		X	
4	Bottom Plates on Lumber	KD SYP #2	X		X	
5	Top Plates	KD SYP #2	X		X	
6	Shearwall Sheathing per plan page(s): (Gypsum Products Excluded)	7/16" OSB	X		X	
7	For two sided sheathed walls (second side shipped, installed by others)			**X**		**X**
8	Headers per Structural Plan		X		X	
9	EWP posts inside of walls		X		X	
F	***Draftstops and Firewalls***					
1	Draftstop Floor (demising walls)	7/16" OSB	X		X	
2	Draftstop Floor (cooridor walls)	7/16" OSB	X		X	
3	Draftstop Attic - Parallel to Corridors (If shown)			**X**		**X**
4	Draftstop Attic - Parallel to Trusses	7/16" OSB	X		X	
5	2 Hour Shaft Wall System (no fire safing materials nor labor is included)			**X**		**X**
6	3 Hour Fire Wall System (no fire safing materials nor labor is included)			**X**		**X**
7	Fire Safing Insulation and Fire Caulking			**X**		**X**
8	Taping or Compound Application of Any Joints			**X**		**X**
G	***Wall Blocking (must be clearly detailed in the considered plans)***					
1	Exterior walls with a stud cavity over 8'		X		X	
2	Interior walls with a stud cavity over 8'		X		X	
3	Kitchen blocking	2x_ on edge	X		X	
4	Tub/Shower blocking		X		X	
5	Stairwell blocking		X		X	
6	Hallway blocking			**X**		**X**
7	Ceiling height blocking		X		X	
8	Safety blocking		X		X	
9	Interior trim blocking			**X**		**X**
H	***Miscellaneous Wall Items***					
1	Continuous Rod Restraint (CRR) Wall Hold Down System			**X**		**X**
2	Continuous Load Path (CLP) Hold Down Hardware (Floor to Floor Tie Down Systems)			**X**		**X**
3	Wall Hold Down Hardware (Standard straps, etc.)		X		X	
4	Second layer of Sheathing			**X**		**X**
5	Vapor barrier	Tyvek® CommercialWrap® with Tape	X		X	
6	Flexible Flashing Down Outside Corners			**X**		**X**
7	Flitch Plates			**X**		**X**
8	Structural Steel Framing			**X**		**X**
9	Steel Columns, Steel Angles			**X**		**X**
10	Drilling of Holes in Steel for Wood Members			**X**		**X**
11	Steel Studs and Tracks			**X**		**X**
12	Wood Blocking and Headers in Steel Stud Walls			**X**		**X**
13	Wood Archways over Door or Window R.O.'s			**X**		**X**
14	Interior Wood or Metal Soffits (any kind)			**X**		**X**
15	Fire Treated Plywood for Electrical Panels		X			**X**
16	Furring to Masonary Walls			**X**		**X**
I	***Floor Framing***					
1	Floor Framing at Living Areas	Floor Trusses	X		X	
2	Floor Framing at Common Areas (not Corridors)	Floor Trusses	X		X	
3	Floor Framing at Corridors	Floor Trusses	X		X	
4	Shear Blocks			**X**		**X**
5	Truss Ribbon	2x_ Ribbon	X		X	

	6	Mid-span Blocking / X-Bridging	As Required by Final Design	X		X	
	7	Subfloor Sheathing	23/32" OSB T&G with adhesive	X		X	
	8	2nd Layer of U/L Sheathing			X		X
	9	Wood Platforms Under Tubs			X		X
	10	Wood Platforms Under PTAC Units			X		X
J	***Roof Framing***						
	1	Roof Framing System	Sloping Flat Trusses	X		X	
	2	Truss to Truss Hardware	As Required by Final Design	X		X	
	3	Hurricane Tie Downs	As Defined in Structural Plans	X		X	
	4	Permanent Truss Bracing	As Required by Final Design	X		X	
	5	Pre-laminating of Multi-ply Trusses		X			X
	6	Wood Rafter Framing	N/A		X		X
	7	Wood Collar Ties	N/A		X		X
	8	Wood Ceiling Joist at Corridor(s)	N/A		X		X
	9	EWP Beams within the system (if/as shown on Structural Plans)		X		X	
	10	Pre-laminating of Any Multi-ply Beams			X	X	
	11	Roof Sheathing - Pitched			X		X
	12	Roof Sheathing - Flat	19/32" OSB	X		X	
	13	Plywood Clips as Required by Spec.		X		X	
	14	Solid Blocking at Plywood Seams			X		X
	15	Fascia Rough Framing			X		X
	16	Rake Rough Framing			X		X
	17	Roof Ready Trim (includes all rakes & fascia at roof lines)			X		X
	18	Catwalks			X		X
	19	Catwalk Sheathing			X		X
	20	Catwalk Railing System			X		X
	21	Attic Hatches of any Kind			X		X
	22	Heavy Timber Truss Framing			X		X
	23	Glue Lam Beams or Arched Beams			X		X
	24	Roof top structures (dormers, etc.)		X		X	
	25	Roof Parapets		X		X	
	26	Sleepers/Cribbing on roof top for mechanical Units			X		X
	27	Sleepers on Roof for Rigid Insulation			X		X
K	***Stairs & Landings***						
	1	Temporary Stairs		X		X	
	2	Permanent Stairs	Temporary Stairs Only		X		X
	3	Stringer Design			X		X
	4	Stringers	2x12 KD	X		X	
	5	Tread	2x10 KD SPF	X		X	
	6	Riser			X		X
	7	Handrail	2x4 Temp Railing	X		X	
	8	Wood Stair Landings/Platforms	2x10 KD SPF	X		X	
L	***Decks and/or Balconies***				X		X
M	***Windows and Exterior Patio & Prehung Doors***						
	1	Windows (for supply, see Section 2B)			X		X
	2	Mulling of Window Units			X		X
	3	Patio Doors (for supply, see Section 2C)			X		X
	4	Exterior Prehung Doors (for supply, see Section 2D)			X		X
	5	Mulling of Transoms & Sidelites to Door Units			X		X
	6	Window/Door Delivery Unloading			X		X
	7	Door Hardware (for supply, see Section 2D)			X		X
	8	Flexible Flashing Around Openings	Vycor® Pro	X			X
	9	Caulking for Window & Exterior Doors only (as included in Summary Scope)			X		X
	10	Window sill pans			X		X
	11	Door sill pans			X		X
	12	Skylites			X		X
	13	Aluminum Store Front Units of Any Kind			X		X
	14	Laminated or heavier than residential style windows			X		X
N	***Miscellaneous - Framing Scope***						
	1	Caulking and Sealant for Air Stopping (except as included for doors & windows)			X		X
	2	Pergola			X		X
	3	Gazebo			X		X
	4	Fence, Gates, Lattice, Etc.			X		X
	5	Prefabricated Shed Structure			X		X
	6	Stainless Steel, Painted or Finish Fasteners			X		X
	7	Insulated headers			X		X
	8	1x3 Wood Ceiling Drywall Strapping			X		X
2	***Windows & Exterior Doors***				X		X
3	***Siding & Trim Package***				X		X
4	***Roof Waterproofing***				X		X
5	***Miscellaneous - General Conditions***				X		X
6	***Labor***						
	1	Framing	Open Shop			X	
	2	Windows & Exterior Doors Install					X
	3	Siding & Trim					X
	4	Roofing					X
A	***Labor Miscellaneous***						
	1	Fork Lifts and Lulls	Subcontractor Supplied Equipment	X		X	
	2	Operator to Off Load Lumber	Subcontractor Supplied Equipment	X		X	
	3	Crane with Operator for Framing scope	Subcontractor Supplied Equipment	X		X	
	4	Site and Storage Trailer(s)	Subcontractor Supplied Equipment	X		X	
	5	OSHA Safety Equipment (Excludes Fire Fighting Equip.)	Subcontractor Supplied Equipment	X		X	
	6	Tower Crane with operator, to be used for framing scope only			X		X
	7	Snow, Ice and Mud Removal			X		X
	8	Site Fencing			X		X
	9	Mockup Wall			X		X
	10	Remobilization Cost for delays will be assessed as mutually agreed to			X		X
	11	Special Project Labor Requirements (Section 3, or Minority)			X		X
	12	Trash Dumpster			X		X
	13	Electric Power			X		X
	14	Compressors and Hose		X		X	
	15	Nails and Wood Fasteners		X		X	
	16	Stainless Steel, Painted or Finish Fasteners			X		X

Total Living Area Square Footage Quoted:	*99,472 Sq. Ft.*

Breakdown of Values by Building Type

Building Type (name):			**Building 1**		
Number of Buildings by Type:			*1*		
Framed Square Feet:			*99,472*		
Total Including Tax:	*$ -*	*$ -*	*$ 1,780,494.59*	*$ -*	*$ -*

Tax Rate
7.000%

Below includes Materials, Labor & Taxes

Framing Totals: ***$ 1,780,494.59***

Notes:

WFM.000.000.000.000.000.000.WFL.000.000.000.000.000.000.2020.05.08.9.47.52

1	Customer to provide adequate space for parking, unloading and storage of all building materials within 300 ft. of building. Access to site and rough grade is the customers responsibility.
2	No materials will be shipped before a signed contract is received from the customer. No shop drawings for trusses or wall panels will be started without a signed contract.
3	110 volt dedicated circuit per building or wing and per crew, with amperage as required for the framer's equipment to be supplied by customer.
4	All Engineered Products and Millwork quantities are as per approved shop drawings.
5	Pricing based on full truckload quantities, and deliveries and sequencing as determined by NLC Project Management.
6	National Lumber Co. is not responsible for mold prevention nor mold remediation of installed materials, nor materials stored onsite that are subjected to customer's schedule delays.
7	Concrete work must be square & level prior to start of frame. Excess shimming not included.
8	Site trenching in area of building to be completed before start or after completion of framing.
9	This proposal does not take into account an Engineered Stamped Truck Route. If one is required, the completed document must be submitted to NLC five (5) business days prior to first delivery. If NLC is to supply the Engineered Stamped Truck Route, the charges will be passed along to the Buyer by way of Change Order. Charges normally are between $2,000.00 and $5,000.00 per stamped route.
10	Snow removal and fire fighting equipment not included.
11	Clean up by National Lumber Co. Framing designate to a Buyer provided on-site dumpster.
12	Remobilization cost for delays will be assessed per delay at the rate of $3,500/occurance.
13	Unless specifically noted within the scope of this proposal, Textura Invoicing is not included with this price.
14	If the project is bonded, NLC requires a copy of the bond.

Basic Information Needed Prior to Start of Shop Drawings and Submittals

1	PDF (and CAD's if possible) of the contract plans emailed to NLC.
2	Windows, Interior & Exterior Doors, Rough Openings Schedules submitted on NLC format.
3	Plumbing Drops and required clearances for toilets, tubs, showers, and any mechanical chases, vertical or horizontal.
4	Electrical/Mechanical Rough Openings for PTACs, A/C sleeves, FEC boxes, louvers through walls, etc.
5	Name and phone number of the site supervisor. This person must be able to make financial decisions that impact the daily work.

Terms & Conditions

General Conditions:

1	The acceptance of this proposal between National Lumber Co., herein after referred to as "NLC" or "Seller" and our customer noted in the "To" block on page 1 of this proposal, herein after referred to as "Buyer", incorporates all following Terms and Conditions.
2	**CONTRADITION of TERMS:** If there are any terms herewith contrary to or inconsistent with terms in any other contract between the parties, the terms herein will supersede and govern the transactions between the parties for the scope of work included herein.
3	**COMPLIANCE with LAWS:** Seller intends to comply with all laws applicable to its performance of this order.
4	**NON-WAIVER SELLER:** Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.
5	**BONUS REWARDS PROGRAM:** No materials on this proposal can be counted towards Builder's Reward Points.

Credit and Payment

1	**CREDIT REQUIRED:** The offer is subject to approval of the Credit Department of Seller. It is understood and agreed that the terms of the Credit Agreement executed previously or in conjunction to this agreement by the Buyer shall apply to all transactions that that are subject of this contract unless specifically set forth herein. In this regard, the terms of the Credit Agreement are incorporated herein by reference.
2	AIA BILLING: All BILLING is done using the AIA requisition. NLC has adopted the AIA procedure and format for All billing. the amount requisitioned shall include materials delivered, stored on or off site and erected since last requisition and will never be subject to retainage.
3	**PAYMENT STRUCTURE:** The percent completed of the total amount of the approved SOV shall be requisitioned on the 25th of each month in accordance to an appropriate payment schedule (within 30 days after requisition date) adopted and approved for the project.
4	**INTEREST on UNPAID BALANCES:** Buyer agrees to pay a service charge computed at an annual percentage rate of 18% (1 ½ per month), compounded, on all balances remaining unpaid five (5) days after the due date required by the monthly requisition. Buyer herein agrees to pay all reasonable legal and/or collection expenses if legal action is required, including the use of Seller's in-house counsel, to collect the outstanding balance under this contract.
5	**FINAL PAYMENT:** Final payment is to be paid in full within 30 days of completion and acceptance of the scope of work.
6	**USAGE of TRADE:** In accordance with the usage of trade, your assent to the terms and conditions of sale set forth below shall be conclusively presumed from your failure reasonably to object in writing and from your acceptance of all or any part of the material ordered. All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgment are merged herein.
7	**CONTINUED CREDIT TO BE IN GOOD STANDING:** Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department. Seller shall be under no obligation to deliver, or continue to deliver, materials under the terms of this offer, should the credit standing of Buyer be, or become unsatisfactory to Seller.

Contract

1	AGREEMENT of SCOPE: Our Quote is based on the Plans noted on Page 1 of this Proposal. We are covering what is shown on the plans and within the noted specs, and then as specifically modified by our "Detailed Scope of Work". Our proposal does not include "unseen" items, unless specifically noted within our scope. Any subsequent plans or construction information sent toNLC after the scope and pricing are agreed to, will be subject to review and repricing on the basis of changes made within the updated plans, and/or market deviations. All changes on updated plans should be clouded. Any deviation from the plans used to arrive at our quoted value will be viewed as a change and will need to be handled via a "change order" after signature is acquired below.

2	**SELL PRICE:** The above dollar amount is for materials at the total price specified (total includes tax on materials). Seller assumes responsibility for errors and/or calculations in sizes, lengths and quantities. However, all stenographic and clerical errors are subject to corrections. This contract is contingent upon strikes, fires, accidents, theft, or causes beyond the control of the Seller. Seller is not responsible for delay in any delivery of materials by a third-party source.
3	**PRICE LOCK DURATION:** The prices agreed to on quote are valid for the duration of the project if the project starts at the agreed on scheduled start date, and the project is not delayed by entities not controlled by the seller, or a separate escalation schedule is not agreed to.
4	**TAXES:** Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
5	**CHANGE ORDERS:** Any additional change order material delivered by Seller to this property or to Buyer or his agent shall become an addition to this contract and subject to the terms and conditions of the original contract, except that the price for the additional shall be the price prevailing at the time of delivery of the additional materials.
6	**EXTENSION of RIGHTS:** It is understood and agreed that Seller shall have any rights Buyer may have in its contract with the Owner or General Contractor.
7	POLICIES & ADDITIONAL TERMS: By executing this contract, it is agreed that the following policies and exhibit are agreed to: National Lumber Co. Back Charge Policy, National Lumber Co. Exhibit to Contract, and Reliable Truss Terms and Conditions.

Construction and Schedule:

1	SCHEDULE: Proposal is based upon normal delivery process and standard lead times. For projects with installations; schedule does not consider weather delays. Weather delay days will be added to schedule for each day lost. Schedule revisions and sequence changes must be to be mutually agreed to. NLC will be reimbursed for acceleration costs if caused by others and/or for any excusable or unavoidable delays as described below. Scheduled start date is to be mutually agreed to. Duration and sequence shown on contract schedule shall govern for contract revisions.
2	**DELAY:** The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of rail cars, fuel, labor or materials, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business. Both parties agree to waive any and all liability for direct damages, or liquidated damages, or consequential damages, or damages for delay.
3	LIMIT of P.E. RESPONSIBILLITIES: If trusses or I-joists are used, they are engineered for vertical loading only. If EWP beams and/or posts are specifically called out in the Structural Drawings, those products will be supplied as shown without further PE review. If a substitution is made for the beams, an equal or better will be supplied. In the case of a substitution, NLC will provide a PE stamped calculation on request, however, the loading must be provided by the EOR. If wall panels are used, they are not an engineered product and no engineering will be supplied.
4	**RECEIPT of MATERIALS:** Buyer hereby constitutes as his agent to accept delivery and receipt for all materials delivered under this contract, any person engaged in the performance of labor upon the premises where delivery is to be made and authorizes seller to leave the materials on the premises if no one is there to accept and receipt for same. Seller shall not be responsible for the disposition of any materials picked up by buyer or his agent.
5	**PERMISSIBLE VARIATIONS, STANDARDS, and TOLERANCES:** Except in the particulars specified by Buyer and expressly agreed to in writing by the Seller, all materials shall be prepared, designed, produced and/or delivered in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usages of trade and regular mill practices concerning: weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular mill practices concerning over and under shipments. In regard to work, it is understood and acknowledged that the National Association of Home Builders' ("NAHB") Residential Construction Performance Guidelines shall govern unless otherwise specified by Seller or mutually agreed to by the parties.

6 **INSPECTION:** The Buyer may inspect, or provide for inspection, immediately upon delivery of materials and goods at Buyer's requested place of delivery. Such inspection shall be so conducted as not to interfere unreasonably with the Seller's business operations. If, upon receipt of such material by the Buyer, the same shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller in writing of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent. Failure of Buyer to give notice of any claim with respect to any material delivered hereunder within five (5) business days of receipt of such materials shall be an unqualified acceptance of such materials and be deemed a waiver by Buyer of all claims with respect thereto.

7 **EXCLUSION of WARRANTIES:** The Implied Warranties of Merchantability and Fitness for Purpose are excluded from this contract.

8 **BACKCHARGE POLICY:**

a. Buyer (Contractor) will notify Seller (Subcontractor) all potential back charges within 24 hours of their discovery by Buyer. This notice will take the form described within the Purchase Order (Subcontract Agreement). Any potential back charges that are not timely noticed in this manner will be waived.

b. Upon receipt of notice, Seller will have two business days to address these back charges with Buyer. If Buyer and Seller agree that Seller is responsible for the potential back charges, Seller will have two business days to begin remediation of the issues resulting in the potential back charges, or in the alternative, negotiate a price for others to perform this remediation. No remedial work by others will commence without the written authorization of Seller. If remedial work is carried out by other's on behalf of Seller, Buyer will not be permitted to charge a higher hourly rate than the one found within the Subcontract Agreement for extra work orders. All back charges will be resolved on a weekly basis with approved back charge slips sent to Seller's Project Manager by the close of business on Friday of the week they were discovered. If any back charge slip is not submitted in this time frame, the associated back charge will be waived.

c. In the event that Buyer and Seller agree it is necessary to supplement the work of Seller, at no fault of Seller, any back charge presented to Seller will not exceed the amount found within Seller Schedule of Values for such work.

9 **DEFAULT of CONTRACT:** If Buyer defaults on its contract with Seller, which default(s) shall include, but be not be limited to, failure to pay Seller timely as defined herein, excessive delays, failure to perform supervision, coordination or scheduling activities, Seller shall have the right to terminate this contract or suspend its supply of materials and/or its performance of any labor within Ten (10) days upon written notice to Buyer. Upon termination, Seller will be entitled to recover for all monies owed for materials supplied and labor performed up to the termination date, as well as any costs and damages incurred as a result of such termination.

10 **BUYER'S REMEDIES:** If the material furnished to the Buyer shall fail to conform to this contract or to any express or implied warranty, if any, or to any approved shop drawing, the Buyer's sole and exclusive remedy for such non-conforming material shall be the replacement of such non-conforming material at the original point of delivery and Seller shall furnish instructions for the disposition of such material. Any transportation charges involved in such disposition shall be for the Seller's account. It is understood and agreed that Seller shall not be liable for any special, direct, liquidated, incidental damages for delays or consequential damages to anyone, including Buyer, as to such non-conforming material and/or for the cost of any labor suspended as a result of such nonconforming material. Moreover, it is agreed and understood that Buyer shall defend and hold the Seller harmless for any claim brought by anyone as a result of such non-conforming material.

11 **DISPUTE RESOLUTION:** The parties agree that if mediation does not resolve all disputes between the parties, the parties agree that any such disputes will be determined by binding arbitration in accordance with the rules and regulations of the American Arbitration Association.

12 **SET OFF:** Seller shall have all its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Seller's option to withhold and apply for the purposed of set-off any monies due to the Buyer under any agreement(s) with the Seller up to any amounts due and owing to Seller under any contract with Buyer and/or on any account(s) commenced or established prior to this Agreement. Additionally, Seller shall have the right to set-off any obligations imposed upon or incurred by Seller, including fines, penalties, costs, and attorney's fees, arising from any OSHA violations and/or violations of any statutory and common law employment laws committed or caused by Buyer and/or its agents, assignees, or subcontractors, including any wage and/or hour violations and/or any violations relative to or concerning employee eligibility.

*Accepted this*_____ *day of* _____, *20*_____

Seller:. *National Lumber Co.* . *Buyer:*_____

*Authorized Signature:*_____ *Authorized Signature:*_____

Manuel M. Pina, President

TURNKEY
Lumber Corporation

15401 US Highway 301, Dade City, FL 33523 P: (407) 274-4905

PROJECT COST ESTIMATE PROPOSAL FOR

ASHLEY SQUARE

PROJECT ADDRESS: JACKSONVILLE FLORIDA INTERNAL PROJECT #201106

Prepared by: Karen Duggan KarenDuggan@turnkeylumber.com **Proposal Date:** 11/30/2020

Prepared for

Name	Email	Cell
Kevin Trowski	ktrowski@neigc.com	561-568-7816
Company		**Address**
NEI General Contracting		2707 REW CIRCLE, Ocoee FL 34761
Phone		**Client Platform**
407-347-4417		

Overview

Project Description:

Turnkey Framing Package

Plan Documents

☒ Architectural ☒ Structural ☐ Spec Narrative ☐ Specs ☐ Addendums #(s):

Plans Dated:	*Plan Level:*	*Proposal Level:*
4/30/2020	Permit Set	Negotiating

This Proposal Includes:	**Labor**	**Materials**
Design: Shop Drawings (Walls and Trusses)	Yes	Yes
Framing: Prefabricated Wall Panels	Yes	Yes
Framing: Floor Trusses	Yes	Yes
Framing: Floor Joist (LVL, Dimensioned Lumber)	Yes	Yes
Framing: Roof Trusses	Yes	Yes
Framing: Roof Rafter (LVL, Dimensioned Lumber)	Yes	Yes
Framing: Windows and Door Installation	NO	No
AVB:	No	No
Taxes		Yes
Labor Rate	Open Shop	

Wood Framing

Use	Description	Type	Note	Labor		Material	
				Yes	No	Yes	No
Exterior Walls							
	Sill Seal	Foam		x		x	
	Bottom Plate	SYP #2	SYP #1 MCQ if in contact with concrete	x		x	
	Top Plate	SYP #2		x		x	
	Studs	SYP #2	2x6 Typical	x		x	
	Headers	Per Plans		x		x	
	Jack Stud assembly	SYP #2		x		x	
	Sheathing	7/16 OSB	Struct 1	x		x	
	Posts	Per Plans		x		x	
Interior Shear Walls							
	Bottom Plate	SYP #2	SYP #1 MCQ if in contact with concrete	x		x	

EXHIBIT "D"

PROJECT COST ESTIMATE PROPOSAL (CONT.)

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	Top Plate	SYP #2		x		x	
	Studs	SYP #2	2x6 Typical	x		x	
	Headers	Per Plans	Size Varies	x		x	
	Sheathing	7/16 OSB		x		x	
	Posts	SYP #2		x		x	
Corridor Walls							
	Bottom Plate	SYP #2	SYP #1 MCQ if in contact with concrete	x		x	
	Top Plate	SYP #2		x		x	
	Studs	SYP #2		x		x	
	Headers	Per Plans	Size Varies	x		x	
	Sheathing	7/16 OSB		x		x	
	Posts	Per Plans		x		x	
NLB Unit Walls							
	Bottom Plate	SYP #2	SYP #1 MCQ if in contact with concrete	x		x	
	Top Plate	SYP #2		x		x	
	Studs	SYP #2		x		x	
Blocking							
	Cabinet	Panel Shop	Must be noted on plans	x		x	
	Bathroom Accessory	Panel Shop	Must be noted on plans	x		x	
	Fire Cabinet	Field Install	Must be noted on plans	x		x	
	ADA Blocking	Panel shop	Must be noted on plans	x		x	
	Floor to Floor Fire Stop Blocking	Field Install	Must be noted on plans	x		x	
	Draft Stop Blocking in 8' Walls	Panel Shop	Must be noted on plans	x		x	
	Wall Sheathing Horizontal Edges	Panel Shop	Must be noted on plans	x		x	
	Window Blocking	Field Install	Must be noted on plans	x		x	
Typical Floor Assembly							
	Plates	SYP #2	SYP #1 MCQ if in contact with concrete	x		x	
	Trusses	Per Plans	Manufacturer Design and Layout Incl.	x		x	
	Strong Backs	SYP #2	Per Manufacturer Layout	x		x	
	Shear Blocks	Per Plans		x		x	
	Wood-to-Wood Hardware	Per Plans		x		x	
	In-Floor Beams	Per Plans	LVL, Dimensioned Lumber	x		x	
	Rim Board	Per Plans		x		x	
	Wood Plates for Steel Beam	SYP #2		x		x	
	Floor Sheathing	23/32 OSB		x		x	
	Floor Adhesive	PL 400	VOC/Solvent Free	x		x	
Corridor Assembly							
	Plates	Per Plans		x		x	
	Joists	SPF #2	2x10 Typical	x		x	
	In-Floor Blocking	SPF #2	Per Plans	x		x	
	Wood-to-Wood Hardware	Per Plans		x		x	
	In-Floor Beams	Per Plans		x		x	

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	Rim Board	Per Plans	LVL, Dimensioned Lumber	x		x	
	Wood Plates for Steel Beam	SYP #2	Size Varies	x		x	
	Floor Sheathing	23/32 OSB	T&G	x		x	
	Floor Adhesive	PL 400	VOC/Solvent Free	x		x	
Flat Roof Assembly							
	Trusses	Per Plans	Manufacturer Design and Layout Incl.	x		x	
	Bracing	SPF #2	Per Manufacturer Layout	x		x	
	Wood-To-wood hardware	Per Plans		x		x	
	In Roof Beams	Per Plans		x		x	
	Parapet Wall	SPF #2		x		x	
	Wood Plates for Steel Beam	SPF #2		x		x	
	Roof Sheathing	23/32 OSB		x		x	
Stairs							
	Stringers	11 7/8" LVL or 2x12 SPF #2		x		x	
	Risers	SPF #2	Temporary; finish risers by others	x		x	
	Treads	SPF #2	Temporary; finish treads by others	x		x	
	Landings	SPF #2		x		x	
	Attachment Hardware	Per Plans		x		x	
	Handrail Blocking	SPF #2	Per plans	x		x	
	Underside Strapping	SPF #2	1x3 Typical	x		x	
AVB	EXCLUDED						
	Building Wrap				x		x
	Tape		Fully taped seams and corners		x		x
Doors and Windows	EXCLUDED						
	Exterior Doors	Wood Walls	Units provided by others		x		x
	Exterior Windows	Wood Walls	Units provided by others		x		x
	Flexible Flashing		One layer over Flange		x		x
	Pan Flashing		One layer over sill; Metal Pans by others				x
	Interior Doors	Finish Scope	Furnished and installed by finish contractor		x		x
Fasteners/Hardware							
	Exterior Wall Anchors	Titen HD	Size Varies	x		x	
	Interior Wall Anchors	Titen HD	Size Varies	x		x	
	Powder Actuated Pins	Per Plans	2.5" Straight	x		x	
	Wall Sheathing Straps	Per Plans	Gauge Varies	x		x	
	Shear Wall Hold Downs	Per Plans	Threaded Rod and Couplers Included	x		x	
	Framing Nails and Screws	Per Specs		x		x	
	Roof Sheathing Clips	Per Plans		x		x	
	Epoxy Anchors	N/A			x		x
	Embedded Items	Plates/J-Bolts	Furnished and installed by concrete or steel		x		x
	Steel to Wood Connectors	Per Plans	Furnished by Misc. Metals; install by us	x			x
Safety							

PROJECT COST ESTIMATE PROPOSAL (CONT.)

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	OSHA Training Verification Cards	All Employees	30 Foreman, 10 Labor	x		x	
	Personal Protective Equipment	All Employees	Hard Hat, Steel Toe, Fall Projection, Glasses	x		x	
	Safety Rails	SPF #2	Edges, Windows/Doors	x		x	
	Temporary Floor Covers	3/4" Sheathing	Chases, Stairs, any opening we create	x		x	
	Wall Bracing	SPF #2	Minimum two braces per wall	x		x	
Equipment							
	Material Floor-to-Floor Hoisting		Crane and Forklift	x		x	
	Material Unloading		Moffett and Forklift	x		x	
	Personnel lifting equipment		Scissor and Boom Lifts	x			
	Staging		Pump Jacks, Welded Frames, Bakers	x			

Exclusion Notes

Permits, Fees, Police Details, Demolition and Dumpsters are the responsibility of the GC.
No Work beyond final layer of exterior Sheathing is excluded unless declared on proposal.
Fire Safing, Caulking, etc. is excluded. However, draft stop blocking is declared and included in every Turnkey Framing Package.
Furnishing, Erection, Cutting, or Drilling of Steel Beams to be by others. No Welding of any steel beams or hangers is offered.
Installation of metal stud walls, steel trusses, steel stairs, metal soffits, steel decking, steel to steel connections, hangers and steel furring is excluded.
All work below podium or grade is excluded unless specifically declared, in this proposal.
No supply or installation of gypsum is offered. Only concealed firewall gypsum that will be inaccessible after the frame is included in the Turnkey Framing Package..
No FSC Wood is included or offered.

Wall Panel and Truss Notes

Permits and fees to comply with DOT and state regulations are included in price
GC, Architect, and Engineer are required to confirm construction dimensions, placement of structural support members, code required loadings, on our shops.
GC, Architect and Engineer are required to confirm Window and Door sizes and Blocking placement during the design and submittal phase.
Any changes after the final approval by the professionals of record shall be billed for time to redesign at a cost of $65/hr.
Any Changes made after the panels or trusses have started shall be billed for time to redesign, and cost of labor and materials to rebuild.

Expectations and Provisions

- *Prices for all materials quoted to be guaranteed for 30 days unless otherwise noted*
- *Turnkey Lumber reserves the right to bill for all materials upon receipt at the jobsite.*
- *RETAINAGE shall not be placed upon any material.*
- *RETAINAGE shall be paid no later than 30 days after framing has passed framing inspection per town building inspector.*
- *PAYMENTS are due no more than 30 days after invoice/requisition has been sent.*
- *Manufacturer Warranties released after 100% payment for trade.*
- *All Work specified above shall be completed in a workmanlike manner according to standard construction practices.*
- *Turnkey Lumber and its labor force shall determine the best use of equipment and fasteners (Such as, but not limited to, those listed in inclusions above)*
- *Any alteration or deviation from above specifications will be executed only upon written change orders.*
- *All agreements are contingent upon strikes or delays beyond our control.*
- *Owner to carry fire, flood, earthquake, and other necessary insurance as required by law.*
- *Turnkey Lumber and its supplied labor are fully insured as required by law. Additional coverage by agreement only.*
- ***Turnkey Lumber requests that this proposal be signed and incorporated into the contract.***

PROJECT COST ESTIMATE PROPOSAL (CONT.)

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TOTAL PRICE FOR WORK DESCRIBED ABOVE:

Turnkey Framing Package	**$2,682,000.00**
Turnkey Hoisting and Equipment Charges	**INCLUDED**

TOTAL PRICE FOR TRADES LISTED	*** Price includes tax**	**$2,682,000.00***
Alts: Window install and AVB		$175,350.00

Acceptance of Proposal:

Upon the signing of the Project Contract this Estimate Proposal (Proposal) shall be incorporated as a contract document. If no contract is signed prior to execution of project, then this proposal shall stand as the authoritative document for execution of the scope of work and charges incurred.

The above prices, specifications and conditions are satisfactory and hereby accepted.

Authorized Signature: **Print Name:**

NEI **Date of Acceptance:**

Authorized Signature: **Print Name:**

Turnkey Lumber Corporation **Date of Acceptance:**

HQ: 71 Maple Street, PO Box 9032, Mansfield, MA 02048 | T: 508.339.8020 F: 508.339.4518 | national-lumber.com

Wood Framing - Materials Only

Job # 2002390

WFM.000.000.000.000.000.000.000.000.000.000.000.000.000.2021.02.26.15.06.36

Job Name and Location: Ashley Square Apartments, Jacksonville, FL

To: **NEI General Contracting**
2707 Rew Circle
Ocoee, Fl. 34761

Quote Status: **Buyout Proposal**

From: ***Kevin Donohoe***

Cell: ***(904) 271-1123***

Office: ***(508) 339-8020***

Submitted On: ***February 26, 2021***

Plans Used:	Description	Plans Dated	Considered?
Architectural	Addendum 3	9/24/2020	Yes
Structural	Addendum 3	9/24/2020	Yes
Mechanical	Addendum 3	9/25/2020	
Civil	Addendum 3	9/26/2020	
Spec Book:	*Only Relevant Scope Sections Considered*		

Summary Scope

Material Scope		Labor	
Included	Wood Framing Materials	Excluded	Installation of Wood Framing Materials
Excluded	Light Gauge Metal Framed Structure	Excluded	Installation of Light Gauge Metal Framed Structure
Excluded	Windows & Patio Doors	Excluded	Installation of Windows & Patio Doors
Excluded	Exterior Prehung Doors	Excluded	Installation of Exterior Prehung Doors
Excluded	Siding & Exterior Trim	Excluded	Installation of Siding & Exterior Trim
Excluded	Roofing (Pitched)	Excluded	Installation of Roofing (Pitched)
Excluded	Roofing (Flat)	Excluded	Installation of Roofing (Flat)

Wood Framing Materials Supply Only Incl. Tax:	**$**	**1,800,259.13**
Siding & Exterior Trim Supply Only Incl. Tax:	**$**	**-**
Roofing Supply Only Incl. Tax:	**$**	**-**
Windows & Patio Doors Supply Only Incl. Tax:	**$**	**-**
Exterior Prehung Doors Supply Only Incl. Tax:	**$**	**-**
Performance Bond:		**Excluded**
Contract Total Incl. Tax:	**$**	**1,800,259.13**

7.000% Tax Rate

Price valid for 7 days from Submitted On date shown above.

0% Material Retainage

0% Labor Retainage

Summary of Inclusions and/or Exclusions:		
Dimensional Lumber:	KD SYP #2	
Fire Treated Lumber/Plywood:	Excluded	
FSC Material:	Excluded	
Bearing Wall Framing System	Wood Wall Materials Shipped Loose	
Non-bearing Wall Framing System	Wood Wall Materials Shipped Loose	
Subfloor Sheathing:	23/32" OSB T&G	
Exterior Wall Sheathing:	7/16" OSB	
Int. Shearwall Sheathing:	7/16" OSB	
Roof Sheathing (Pitched):	Excluded	
Roof Sheathing (Flat):	19/32" OSB	
Floor System:	Floor Trusses	
Roof System:	Sloping Flat Trusses & Conventional	
Fasteners:	All Fasteners Greater Than 1/4" Diameter Included	
Stairs:	Temporary Stairs Only	
Adhesives:	For Subfloor Sheathing Only	
Floor and Roof System Hardware:	All Wood to Wood Included	
Wall Hardware:	Continuous Rod Restraint (CRR) Wall Hold Down System	
Wet Set Hold Downs:	Excluded	
Ext. Decks and/or Balconies Framed:	Excluded	
Exterior Decking Finish:	Excluded	
Exterior Deck Railings & Balusters:	Excluded	
Shaft Wall (1" Core Board):	Excluded	
Drop Ceilings &/or Interior Soffits:	Excluded	
Unit & Attic Draftstopping:	Included	
Vapor Barrier / Building Wrap:	Tyvek® CommercialWrap® with Tape	
Rigid Insulation:	Excluded	
Siding:	Excluded	
Trim:	Excluded	
Roofing (Pitched):	Excluded	
Roofing (Flat):	Excluded	
Windows:	Excluded	
Exterior Doors:	Excluded	
Exterior Patio Doors:	Excluded	

ADDS, DEDUCTS, SPECIFIC EXCLUSIONS & NOTES:

1	**THIS PROPOSAL IS ONLY GOOD IF MATERIALS ARE DELIVERED BETWEEN JUNE 1, 2021 THRU DECEMBER 31, 2021. (THIS PROPOSAL EXPIRES ON FEBRUARY 18, 2021 AT 5 PM: MUST BE EXECUTED BY THIS EXPIRATION DATE AND PER OUR TERMS AND CONDITIONS): THIS ASSUMES AVAILABILITY OF LUMBER TO NORMAL STOCK LEVELS BY JUNE 1ST**
2	**ADD: $45,006 To secure Payment & Performance Bond**
3	Excluded: All air sealants and labor, including interior sealant at windows and doors
4	Excluded: All materials below the podium and/or within the parking garage
5	Excluded: All steel beams, steel columns and/or steel flitch plates and any required misc. metals and installation labor.
6	Excluded: All FSC Materials
7	Excluded: All materials and labor outside Weather Barrier
8	Excluded: LGM framing and all associated wood blocking and/or sheathing
9	Qualification Required: Sheathing grades vary between strucs and specs. We have quoted as defined on this document.

Detailed Scope

Included Items are Per Plans & Specs Unless specifically noted otherwise below:			*Material Supplied:*		*Installation Labor:*	
			Included	Excluded	Included	Excluded
1	***Framing Package***					
A	***Sills***					
1	Sill Sealer	1/4"x5.5"x50' Foam	X			X
2	Wedge Anchors and/or Titen Bolts if shown as an option		X			X
3	Shimming for Uneven Concrete slab - Greater than 1/4"			X		X
4	Metal Flashing at Concrete			X		X
B	***Exterior Walls***					
1	Stud size and spacing per plan page(s):		X			X
2	Studs, Jacks, Kings, Cripples, Corners		X			X
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X			X
4	Bottom Plates on Lumber	KD SYP #2	X			X
5	Top Plates	KD SYP #2	X			X
6	Exterior Sheathing	7/16" OSB	X			X
7	Headers per Structural Plan Page(s)		X			X
8	EWP posts inside of walls		X			X
C	***Interior Bearing Walls***					
1	Stud size and spacing per plan page(s):		X			X
2	Studs, Jacks, Kings, Cripples, Corners		X			X
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X			X
4	Bottom Plates on Lumber	KD SYP #2	X			X
5	Top Plates	KD SYP #2	X			X
6	Headers per Structural Plan Page(s)		X			X
7	EWP posts inside of walls		X			X
D	***Interior Non-bearing Walls***					
1	Stud size and spacing per plan page(s):		X			X
2	Studs, Jacks, Kings, Cripples, Corners		X			X
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X			X
4	Bottom Plates on Lumber	KD SYP #2	X			X
5	Top Plate	Single Top Plate only	X			X
6	Single Member Door Headers		X			X
E	***Interior Shear Walls***					
1	Stud size and spacing per plan page(s):		X			X
2	Studs, Jacks, Kings, Cripples, Corners		X			X
3	Bottom Plates in contact with concrete	PT (Borate) SYP	X			X
4	Bottom Plates on Lumber	KD SYP #2	X			X
5	Top Plates	KD SYP #2	X			X
6	Shearwall Sheathing per plan page(s): (Gypsum Products Excluded)	7/16" OSB	X			X
7	For two sided sheathed walls (second side shipped, installed by others)			X		X
8	Headers per Structural Plan		X			X
9	EWP posts inside of walls		X			X
F	***Draftstops and Firewalls***					
1	Draftstop Floor (demising walls)	7/16" OSB	X			X
2	Draftstop Floor (cooridor walls)	7/16" OSB	X			X
3	Draftstop Attic - Parallel to Corridors (If shown)			X		X
4	Draftstop Attic - Parallel to Trusses	7/16" OSB	X			X
5	2 Hour Shaft Wall System (no fire safing materials nor labor is included)			X		X
6	3 Hour Fire Wall System (no fire safing materials nor labor is included)			X		X
7	Fire Safing Insulation and Fire Caulking			X		X
8	Taping or Compound Application of Any Joints			X		X
G	***Wall Blocking (must be clearly detailed in the considered plans)***					
1	Exterior walls with a stud cavity over 8'		X			X
2	Interior walls with a stud cavity over 8'		X			X
3	Kitchen blocking	2x_ on edge	X			X
4	Tub/Shower blocking		X			X
5	Stairwell blocking		X			X
6	Hallway blocking			X		X
7	Ceiling height blocking		X			X
8	Safety blocking		X			X
9	Interior trim blocking			X		X
H	***Miscellaneous Wall Items***					
1	Continuous Rod Restraint (CRR) Wall Hold Down System		X			X
2	Continuous Load Path (CLP) Hold Down Hardware (Floor to Floor Tie Down Systems)			X		X
3	Wall Hold Down Hardware (Standard straps, etc.)		X			X
4	Second layer of Sheathing			X		X
5	Vapor barrier	Tyvek® CommercialWrap® with Tape	X			X
6	Flexible Flashing Down Outside Corners			X		X
7	Flitch Plates			X		X
8	Structural Steel Framing			X		X
9	Steel Columns, Steel Angles			X		X
10	Drilling of Holes in Steel for Wood Members			X		X
11	Steel Studs and Tracks			X		X
12	Wood Blocking and Headers in Steel Stud Walls			X		X
13	Wood Archways over Door or Window R.O.'s			X		X

	14	Interior Wood or Metal Soffits (any kind)			X	X
	15	Fire Treated Plywood for Electrical Panels		X		X
	16	Furring to Masonary Walls			X	X
I	***Floor Framing***					
	1	Floor Framing at Living Areas	Floor Trusses	X		X
	2	Floor Framing at Common Areas (not Corridors)	Floor Trusses	X		X
	3	Floor Framing at Corridors	Floor Trusses	X		X
	4	Shear Blocks			X	X
	5	Truss Ribbon	2x_ Ribbon	X		X
	6	Mid-span Blocking / X-Bridging	As Required by Final Design	X		X
	7	Subfloor Sheathing	23/32" OSB T&G with adhesive	X		X
	8	2nd Layer of U/L Sheathing			X	X
	9	Wood Platforms Under Tubs			X	X
	10	Wood Platforms Under PTAC Units			X	X
J	***Roof Framing***					
	1	Roof Framing System	Sloping Flat Trusses & Conventional	X		X
	2	Truss to Truss & Rafter to Supporting Member Hardware	As Required by Final Design	X		X
	3	Hurricane Tie Downs	As Defined in Structural Plans	X		X
	4	Permanent Truss Bracing	As Required by Final Design	X		X
	5	Pre-laminating of Multi-ply Trusses		X		X
	6	Wood Rafter Framing		X		X
	7	Wood Collar Ties	N/A		X	X
	8	Wood Ceiling Joist at Corridor(s)	N/A		X	X
	9	EWP Beams within the system (if/as shown on Structural Plans)		X		X
	10	Pre-laminating of Any Multi-ply Beams			X	X
	11	Roof Sheathing - Pitched			X	X
	12	Roof Sheathing - Flat	19/32" OSB	X		X
	13	Plywood Clips as Required by Spec.		X		X
	14	Solid Blocking at Plywood Seams			X	X
	15	Fascia Rough Framing			X	X
	16	Rake Rough Framing			X	X
	17	Roof Ready Trim (includes all rakes & fascia at roof lines)			X	X
	18	Catwalks			X	X
	19	Catwalk Sheathing			X	X
	20	Catwalk Railing System			X	X
	21	Attic Hatches of any Kind			X	X
	22	Heavy Timber Truss Framing			X	X
	23	Glue Lam Beams or Arched Beams			X	X
	24	Roof top structures (dormers, etc.)		X		X
	25	Roof Parapets		X		X
	26	Sleepers/Cribbing on roof top for mechanical Units			X	X
	27	Sleepers on Roof for Rigid Insulation			X	X
K	***Stairs & Landings***					
	1	Temporary Stairs		X		X
	2	Permanent Stairs	Temporary Stairs Only		X	X
	3	Stringer Design			X	X
	4	Stringers	2x12 KD	X		X
	5	Tread	2x10 KD SPF	X		X
	6	Riser			X	X
	7	Handrail	2x4 Temp Railing	X		X
	8	Wood Stair Landings/Platforms	2x10 KD SPF	X		X
L	***Decks and/or Balconies***				X	X
M	***Windows and Exterior Patio & Prehung Doors***					
	1	Windows (for supply, see Section 2B)			X	X
	2	Mulling of Window Units			X	X
	3	Patio Doors (for supply, see Section 2C)			X	X
	4	Exterior Prehung Doors (for supply, see Section 2D)			X	X
	5	Mulling of Transoms & Sidelites to Door Units			X	X
	6	Window/Door Delivery Unloading			X	X
	7	Door Hardware (for supply, see Section 2D)			X	X
	8	Flexible Flashing Around Openings	Vycor® Pro	X		X
	9	Caulking for Window & Exterior Doors only (as included in Summary Scope)			X	X
	10	Window sill pans			X	X
	11	Door sill pans			X	X
	12	Skylites			X	X
	13	Aluminum Store Front Units of Any Kind			X	X
	14	Laminated or heavier than residential style windows			X	X
N	***Miscellaneous - Framing Scope***					
	1	Caulking and Sealant for Air Stopping (except as included for doors & windows)			X	X
	2	Pergola			X	X
	3	Gazebo			X	X
	4	Fence, Gates, Lattice, Etc.			X	X
	5	Prefabricated Shed Structure			X	X
	6	Stainless Steel, Painted or Finish Fasteners			X	X
	7	Insulated headers			X	X
	8	1x3 Wood Ceiling Drywall Strapping			X	X
2	***Windows & Exterior Doors***				X	X
3	***Siding & Trim Package***				X	X
4	***Roof Waterproofing***				X	X
5	***Miscellaneous - General Conditions***				X	X
6	***Labor***				X	X

Total Living Area Square Footage Quoted:	99,472 Sq. Ft.

Breakdown of Values by Building Type

Building Type (name):			Building 1		
Number of Buildings by Type:			1		
Framed Square Feet:			99,472		
Total Including Tax:	$ -	$ -	$ 1,800,259.13	$ -	$ -

Tax Rate
7.000%

Below includes Materials & Taxes

Framing Totals: $ 1,800,259.13

Notes:

WFM.000.000.000.000.000.000.000.000.000.000.000.000.000.2021.02.26.15.06.36

1	Customer to provide adequate space unloading of all building materials. Access to site and rough grade is the customers responsibility.
2	No materials will be shipped before a signed contract is received from the customer. No shop drawings for trusses or wall panels will be started without a signed contract.
3	All Engineered Products and Millwork quantities are as per approved shop drawings.
4	Pricing based on full truckload quantities, and deliveries and sequencing as determined by NLC Project Management.
5	National Lumber Co. is not responsible for mold prevention nor mold remediation of installed materials, nor materials stored onsite that are subjected to customer's schedule delays.
6	This proposal does not take into account an Engineered Stamped Truck Route. If one is required, the completed document must be submitted to NLC five (5) business days prior to first delivery. If NLC is to supply the Engineered Stamped Truck Route, the charges will be passed along to the Buyer by way of Change Order. Charges normally are between $2,000.00 and $5,000.00 per stamped route.
7	Unless specifically noted within the scope of this proposal, Textura Invoicing is not included with this price.
8	If the project is bonded, NLC requires a copy of the bond.

Basic Information Needed Prior to Start of Shop Drawings and Submittals

1	PDF (and CAD's if possible) of the contract plans emailed to NLC.
2	Windows, Interior & Exterior Doors, Rough Openings Schedules submitted on NLC format.
3	Plumbing Drops and required clearances for toilets, tubs, showers, and any mechanical chases, vertical or horizontal.
4	Electrical/Mechanical Rough Openings for PTACs, A/C sleeves, FEC boxes, louvers through walls, etc.
5	Name and phone number of the site supervisor. This person must be able to make financial decisions that impact the daily work.

Terms & Conditions

General Conditions:

1	The acceptance of this proposal between National Lumber Co., herein after referred to as "NLC" or "Seller" and our customer noted in the "To" block on page 1 of this proposal, herein after referred to as "Buyer", incorporates all following Terms and Conditions.
2	**CONTRADITION of TERMS:** If there are any terms herewith contrary to or inconsistent with terms in any other contract between the parties, the terms herein will supersede and govern the transactions between the parties for the scope of work included herein.
3	**COMPLIANCE with LAWS:** Seller intends to comply with all laws applicable to its performance of this order.
4	**NON-WAIVER SELLER:** Waiver by the Seller of a breach of any of the terms and conditions of this contract shall not be construed as a waiver of any other breach.
5	**BONUS REWARDS PROGRAM:** No materials on this proposal can be counted towards Builder's Reward Points.

Credit and Payment

1	**CREDIT REQUIRED:** The offer is subject to approval of the Credit Department of Seller. It is understood and agreed that the terms of the Credit Agreement executed previously or in conjunction to this agreement by the Buyer shall apply to all transactions that that are subject of this contract unless specifically set forth herein. In this regard, the terms of the Credit Agreement are incorporated herein by reference.
2	AIA BILLING: All BILLING is done using the AIA requisition. NLC has adopted the AIA procedure and format for All billing. the amount requisitioned shall include materials delivered, stored on or off site and erected since last requisition and will never be subject to retainage.
3	**PAYMENT STRUCTURE:** The percent completed of the total amount of the approved SOV shall be requisitioned on the 25th of each month in accordance to an appropriate payment schedule (within 30 days after requisition date) adopted and approved for the project.
4	**INTEREST on UNPAID BALANCES:** Buyer agrees to pay a service charge computed at an annual percentage rate of 18% (1 ½ per month), compounded, on all balances remaining unpaid five (5) days after the due date required by the monthly requisition. Buyer herein agrees to pay all reasonable legal and/or collection expenses if legal action is required, including the use of Seller's in-house counsel, to collect the outstanding balance under this contract.
5	**FINAL PAYMENT:** Final payment is to be paid in full within 30 days of completion and acceptance of the scope of work.
6	**USAGE of TRADE:** In accordance with the usage of trade, your assent to the terms and conditions of sale set forth below shall be conclusively presumed from your failure reasonably to object in writing and from your acceptance of all or any part of the material ordered. All proposals, negotiations, and representations, if any, regarding this transaction and made prior to the date of this acknowledgment are merged herein.
7	**CONTINUED CREDIT TO BE IN GOOD STANDING:** Shipments, deliveries and performance of work shall at all times be subject to the approval of the Seller's Credit Department. The Seller may at any time decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to such Department. Seller shall be under no obligation to deliver, or continue to deliver, materials under the terms of this offer, should the credit standing of Buyer be, or become unsatisfactory to Seller.

Contract

1	AGREEMENT of SCOPE: Our Quote is based on the Plans noted on Page 1 of this Proposal. We are covering what is shown on the plans and within the noted specs, and then as specifically modified by our "Detailed Scope of Work". Our proposal does not include "unseen" items, unless specifically noted within our scope. Any subsequent plans or construction information sent to NLC after the scope and pricing are agreed to, will be subject to review and repricing on the basis of changes made within the updated plans, and/or market deviations. All changes on updated plans should be clouded. Any deviation from the plans used to arrive at our quoted value will be viewed as a change and will need to be handled via a "change order" after signature is acquired below.
2	**SELL PRICE:** The above dollar amount is for materials at the total price specified (total includes tax on materials). Seller assumes responsibility for errors and/or calculations in sizes, lengths and quantities. However, all stenographic and clerical errors are subject to corrections. This contract is contingent upon strikes, fires, accidents, theft, or causes beyond the control of the Seller. Seller is not responsible for delay in any delivery of materials by a third-party source.
3	**PRICE LOCK DURATION:** The prices agreed to on quote are valid for the duration of the project if the project starts at the agreed on scheduled start date, and the project is not delayed by entities not controlled by the seller, or a separate escalation schedule is not agreed to.
4	**TAXES:** Any taxes which the Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to the Seller upon demand.
5	**CHANGE ORDERS:** Any additional change order material delivered by Seller to this property or to Buyer or his agent shall become an addition to this contract and subject to the terms and conditions of the original contract, except that the price for the additional shall be the price prevailing at the time of delivery of the additional materials.
6	**EXTENSION of RIGHTS:** It is understood and agreed that Seller shall have any rights Buyer may have in its contract with the Owner or General Contractor.
7	POLICIES & ADDITIONAL TERMS: By executing this contract, it is agreed that the following policies and exhibit are agreed to: National Lumber Co. Back Charge Policy, National Lumber Co. Exhibit to Contract, and Reliable Truss Terms and Conditions.

Construction and Schedule:

1	SCHEDULE: Proposal is based upon normal delivery process and standard lead times. For projects with installations; schedule does not consider weather delays. Weather delay days will be added to schedule for each day lost. Schedule revisions and sequence changes must be to be mutually agreed to. NLC will be reimbursed for acceleration costs if caused by others and/or for any excusable or unavoidable delays as described below. Scheduled start date is to be mutually agreed to. Duration and sequence shown on contract schedule shall govern for contract revisions.
2	**DELAY:** The Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of rail cars, fuel, labor or materials, or any circumstance or cause beyond the control of the Seller in the reasonable conduct of its business. Both parties agree to waive any and all liability for direct damages, or liquidated damages, or consequential damages, or damages for delay.
3	LIMIT of P.E. RESPONSIBILLITIES: If trusses or I-joists are used, they are engineered for vertical loading only. If EWP beams and/or posts are specifically called out in the Structural Drawings, those products will be supplied as shown without further PE review. If a substitution is made for the beams, an equal or better will be supplied. In the case of a substitution, NLC will provide a PE stamped calculation on request, however, the loading must be provided by the EOR. If wall panels are used, they are not an engineered product and no engineering will be supplied.
4	**RECEIPT of MATERIALS:** Buyer hereby constitutes as his agent to accept delivery and receipt for all materials delivered under this contract, any person engaged in the performance of labor upon the premises where delivery is to be made and authorizes seller to leave the materials on the premises if no one is there to accept and receipt for same. Seller shall not be responsible for the disposition of any materials picked up by buyer or his agent.
5	**PERMISSIBLE VARIATIONS, STANDARDS, and TOLERANCES:** Except in the particulars specified by Buyer and expressly agreed to in writing by the Seller, all materials shall be prepared, designed, produced and/or delivered in accordance with Seller's standard practices. All material, including that produced to meet an exact specification, shall be subject to tolerances and variations consistent with the usages of trade and regular mill practices concerning: weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods; and regular mill practices concerning over and under shipments. In regard to work, it is understood and acknowledged that the National Association of Home Builders' ("NAHB") Residential Construction Performance Guidelines shall govern unless otherwise specified by Seller or mutually agreed to by the parties.
6	**INSPECTION:** The Buyer may inspect, or provide for inspection, immediately upon delivery of materials and goods at Buyer's requested place of delivery. Such inspection shall be so conducted as not to interfere unreasonably with the Seller's business operations. If, upon receipt of such material by the Buyer, the same shall appear not to conform to the contract between the Buyer and the Seller, the Buyer shall immediately notify the Seller in writing of such condition and afford the Seller a reasonable opportunity to inspect the material. No material shall be returned without the Seller's consent. Failure of Buyer to give notice of any claim with respect to any material delivered hereunder within five (5) business days of receipt of such materials shall be an unqualified acceptance of such materials and be deemed a waiver by Buyer of all claims with respect thereto.
7	**EXCLUSION of WARRANTIES:** The Implied Warranties of Merchantability and Fitness for Purpose are excluded from this contract.
8	**BACKCHARGE POLICY:** **a.** Buyer (Contractor) will notify Seller (Subcontractor) all potential back charges within 24 hours of their discovery by Buyer. This notice will take the form described within the Purchase Order (Subcontract Agreement). Any potential back charges that are not timely noticed in this manner will be waived. **b.** Upon receipt of notice, Seller will have two business days to address these back charges with Buyer. If Buyer and Seller agree that Seller is responsible for the potential back charges, Seller will have two business days to begin remediation of the issues resulting in the potential back charges, or in the alternative, negotiate a price for others to perform this remediation. No remedial work by others will commence without the written authorization of Seller. If remedial work is carried out by other's on behalf of Seller, Buyer will not be permitted to charge a higher hourly rate than the one found within the Subcontract Agreement for extra work orders. All back charges will be resolved on a weekly basis with approved back charge slips sent to Seller's Project Manager by the close of business on Friday of the week they were discovered. If any back charge slip is not submitted in this time frame, the associated back charge will be waived. **c.** In the event that Buyer and Seller agree it is necessary to supplement the work of Seller, at no fault of Seller, any back charge presented to Seller will not exceed the amount found within Seller Schedule of Values for such work.
9	**DEFAULT of CONTRACT:** If Buyer defaults on its contract with Seller, which default(s) shall include, but be not be limited to, failure to pay Seller timely as defined herein, excessive delays, failure to perform supervision, coordination or scheduling activities, Seller shall have the right to terminate this contract or suspend its supply of materials and/or its performance of any labor within Ten (10) days upon written notice to Buyer. Upon termination, Seller will be entitled to recover for all monies owed for materials supplied and labor performed up to the termination date, as well as any costs and damages incurred as a result of such termination.

10	**BUYER'S REMEDIES:** If the material furnished to the Buyer shall fail to conform to this contract or to any express or implied warranty, if any, or to any approved shop drawing, the Buyer's sole and exclusive remedy for such non-conforming material shall be the replacement of such non-conforming material at the original point of delivery and Seller shall furnish instructions for the disposition of such material. Any transportation charges involved in such disposition shall be for the Seller's account. It is understood and agreed that Seller shall not be liable for any special, direct, liquidated, incidental damages for delays or consequential damages to anyone, including Buyer, as to such non-conforming material and/or for the cost of any labor suspended as a result of such nonconforming material. Moreover, it is agreed and understood that Buyer shall defend and hold the Seller harmless for any claim brought by anyone as a result of such non-conforming material.
11	**DISPUTE RESOLUTION:** The parties agree that if mediation does not resolve all disputes between the parties, the parties agree that any such disputes will be determined by binding arbitration in accordance with the rules and regulations of the American Arbitration Association.
12	**SET OFF:** Seller shall have all its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Seller's option to withhold and apply for the purposed of set-off any monies due to the Buyer under any agreement(s) with the Seller up to any amounts due and owing to Seller under any contract with Buyer and/or on any account(s) commenced or established prior to this Agreement. Additionally, Seller shall have the right to set-off any obligations imposed upon or incurred by Seller, including fines, penalties, costs, and attorney's fees, arising from any OSHA violations and/or violations of any statutory and common law employment laws committed or caused by Buyer and/or its agents, assignees, or subcontractors, including any wage and/or hour violations and/or any violations relative to or concerning employee eligibility.

*Accepted this*_____ *day of* _____, *20*_____

Seller:. *National Lumber Co.* . *Buyer:*_____

*Authorized Signature:*_____ *Authorized Signature:*_____

Manuel M. Pina, President

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May 20, 2020

To: Turnkey Customers

Reference – National Lumber Turnkey (Framing, Siding, Drywall and Millwork) projects

Subject –Covid – 19 Construction Guidelines and Procedures.

It is clear that current Covid 19 **Construction Guidelines and Procedures will affect National's manpower and/or its ability to deliver of materials to jobsites.** Accordingly, National may not be able to adhere fully to established guidelines. National will provide its **best efforts** to comply with established guidelines. It will also rely on its lower tier labor subcontractors' **best efforts** to comply with these work guidelines at the jobsite.

We are advising you of cost factors that are not within our proposal or contract due to Covid 19. These factors are outlined below. There are work rules associated within these guidelines that are problematic for our labor subcontractor to comply with: These rules are as follows:

- No carpooling – many of our subcontractors have limited ability to for single occupant vehicle transportation to site. Most crews use vans that transport workers to the site. Complying with this provision will affect the schedule of the job. There will be additional transportation costs to comply with certain jobs, including parking fees. This requirement may impact manpower count on any jobsite and may impede scheduled durations. Millwork and Drywall deliveries requiring multiple personnel for deliveries will be impacted with additional costs to provide single occupant transportation.

- 6ft minimum work distance – will be maintained as practicable. Joint cooperation will be required with other trades to allow single trades within work areas, which will affect schedules and production. Non-surgical type Face masks will be used by all workers. Face shields will not be used (hardhats are to be used). JHA (Job Hazard Assessment) will be submitted as required by customer. Additional lifts may be required as a result of minimum work distance rules and will need to be assessed on a job by job basis.

- Gloves – workers will reuse their cut resistant work gloves. National's labor subcontractor is not providing disposable gloves.

- Jobsite morning check-ins- depending on job size, may impede productivity by cutting into the work time. If so, this will require a change order for lost work time. Most localities are limiting work hours and weekend work – these restrictions will most likely affect National's scheduled durations.

- Temperature – customer will provide means for temperature verification, or if required by site, National's labor subcontractor will provide thermometer to verify 100.3 max temp before shift. Customer daily questionnaires must be reviewed and approved by National's Safety Director in advance of work onsite.

- Material (including fabrication, and transportation trucking) may be subject to a manufacturer's or mill's ability to comply with schedules during Covid 19. Delays caused by Covid 19 are not within our control. National will endeavor to advise of these conditions once known to National.

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- National will not be responsible to cleaning materials prior to delivery, working in Tyvek suits, or providing face shields (hardhats are to be used).

- Cleaning of site restrooms, handwashing facility, common area cleaning, are all considered to be the responsibility of the customer, not National Lumber. National Lumber will not be responsible for cleaning the facility if any of its employees or subcontractors' employees are known to be infected.

- National will require indemnification for any damages, injuries, illnesses, costs, or fines National and/or its agents, principals, subcontractors, and employees, incurs as a result of performing its contract scope during the current conditions. National has no control over other staff on the jobsite.

- National will observe local municipality work rules. Customers requesting work will be subject to resulting fines, or remobilization should they provide written directives to work, without customer obtaining AHJ approval. It is customers responsibility to confirm site is allowed to be open for work.

- Once the economy is allowed back to normal operations, National will be experiencing startup of delayed work as well as new work that has been scheduled in advance. This will affect our ability for deliveries of components and lumber materials.

- Once the economy is allowed back to normal operations, National will address project impacts affecting schedule and cost. National will not accept any responsibility for any construction delays caused by this current condition that caused deterioration of stored or installed product due to prolonged exposure to weather.

Thank You,

Edward DeFanti

Digitally signed by Edward DeFanti
DN: cn=Edward DeFanti, o=National Lumber, ou=Vice President Turn-Key Framing Division, email=edefanti@national-lumber.com, c=US
Date: 2020.05.22 13:53:07 -04'00'

Ed DeFanti
Vice President Turn-Key Framing Division

EXHIBIT "F"

Copies of the DD&C, Ridgway Truss and Bridgewell Resources'

ENTERED
5/24/2021

NEI General Contracting, Inc.
Subcontract Agreement

AGREEMENT made as of the 21st day of May in the year 2021,

BETWEEN the Contractor:

NEI General Contracting, Inc.
2707 Rew Circle
Ocoee, FL 34761

and the Subcontractor: (FL license #_____)

DD&C Investment & Construction, Inc.
Attention: Madison West
215 Pendleton Road, Suite #30
Clemson, SC 29631

The Contractor has made a contract for construction with the Owner:

Ashley Square Jacksonville, Ltd.
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

For the following Project:

Ashley Square
127 Ashley Street
Jacksonville, FL 32202

Which contract is hereinafter referred to as the Prime Contract and which provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, (from which compensation amounts may be deleted and to which this Subcontractor is bound) and the Prime Contract's Contract Documents enumerated therein, are available to the Subcontractor upon request.

The Architect for the Project is:

PQH Group Design, Inc
4141 Southpoint Drive East, Suite 200
Jacksonville, FL 32216

The Contractor and the Subcontractor agree as follows:

The Subcontractor agrees to **provide all labor, and any equipment necessary to complete installation of all rough carpentry beginning from top of podium to include all hardware, wood-framed walls, shear walls, floor trusses and sheathing, roof trusses and sheathing, and exterior sheathing,** and all work per the General Scope Provisions and Specific Scope of Work attached hereto and made part of this Agreement as Exhibit "A" (herein collectively the "Work"), as well as perform said Work in accordance with the conditions set forth in the Drawings, Plans, and Specifications as listed in Exhibit "B". Subcontractor is bound to Contractor just as Contractor is bound to Owner, under all provisions of the Prime Contract and Contract Documents which correspond to the requirements and obligations for timely performance, the Work, completion and warranties for the Work of this Agreement.

ARTICLE 1 SUBCONTRACT SUM

§ 1.1 The Contractor shall pay the Subcontractor in current funds for performance of the Agreement the Subcontract Sum of **Six hundred fifty-two thousand eight hundred seventeen and 00/100 Dollars ($652,817.00)**, subject to additions and deductions as provided in the Subcontract Documents. Subcontract Sum is inclusive of revision #1 ("Subcontract Sum"). The Subcontract Sum is a lump sum, thus, any reference contained in any of the Contract Documents or Subcontract Documents purporting to establish any quantity whatsoever including but not limited to lineal footage, square footage, or any other means for measurement shall have no bearing on the Subcontract Sum.

§ 1.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

See Exhibit "A" for Alternates and Unit Pricing

§ 1.3 Unit prices, if any, are as follows:

Description	**Units**	**Price ($ 0.00)**
Hourly Work (Labor)	1 hr	$60.00

ARTICLE 2 THE SUBCONTRACT DOCUMENTS

§ 2.1 The Subcontract Documents consist of (1) this Agreement ("Agreement"); (2) the Prime Contract and the Prime Contract's Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) Change Orders and CCDs to this Agreement issued after its execution; and (5) all Exhibits hereto identified in Article 16. These form the Subcontract Documents, and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. The Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. In the event of conflict among the Subcontract Documents, the Subcontract Documents shall be construed according to the following priorities with handwriting taking precedence over type and type taking precedence over form:

1	Highest Priority:	A written order for a minor change in the Work issued by the Architect – Later date to take Precedence.
2	Second Priority:	Construction Change Directive – later date to take precedence
3	Third Priority:	Change Order and Modification – later date to take precedence
4	Fourth Priority:	This Agreement
5	Fifth Priority:	Specifications
6	Sixth Priority:	Drawings

In drawings, large scale details shall govern small scale drawings. In the event of conflicts or discrepancies among Drawings and Specifications, the Drawings and Specifications shall be interpreted so as to require the most substantial and comprehensive performance of the Work and better quality or greater quantity of Work consistent with the requirements of the Contract Documents and Subcontract Documents, and such Work shall be performed by the Subcontractor without extra cost to the Owner or Contractor.

§ 2.2 The Agreement may be amended or modified only by a written Modification and/or Change Order and/or CCD. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 2.3 The Subcontractor shall be furnished copies of the Subcontract Documents upon request, but the Contractor may charge the Subcontractor for the reasonable cost of reproduction.

§ 2.4 Notwithstanding anything in the Subcontract Documents to the contrary, Subcontractor acknowledges and agrees that the Subcontract Sum include all costs associated with this Subcontractor's full compliance with all Federal, State, and Municipal Rules, Regulations, Codes, Laws, By-Laws, Statutes, Regulations, Technical References and Industry Standards (hereinafter collectively referred to for convenience as "Standards") which includes but are not limited to Standards that may be referenced throughout the Contract Documents or Subcontract Documents, Standards that are common practice for the Work, Standards that are locally, regionally or nationally recognized and established in the construction industry as routine; and, Standards that are required, enforced or regulated by any rule, regulation, agency, governing body, or trade organization, including but not limited to: OSHA, CMR, ANSI, ASME and ASTM.

§ 2.5 Subcontractor acknowledges and agrees that references to specific items and scopes of work and the separation of the Contract Documents and Subcontract Documents into various sections, sketches, drawings and the like are for convenience only and shall not create any limitation as to the Work required hereunder. Subcontractor assumes all risk of its Work being included in a drawing or section of the specifications not specifically stated herein. Subcontractor also agrees that there shall be no warranty, either express or implied as to the accuracy or completeness of the Contract Documents and Subcontract Documents and Subcontractor's reliance shall be at its own risk.

§ 2.6 Subcontractor acknowledges and agrees that the abbreviated term "MEP" shall mean mechanical, electrical and plumbing trades. Said trades include but shall not be limited to: 1.) electrical trades including alarm, 2.) HVAC trades, 3.) plumbing trades, 4.) elevator trades; and, 5.) fire protection trades.

ARTICLE 3 MUTUAL RIGHTS AND RESPONSIBILITIES

§ 3.1 The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of the Prime Contract apply to the Work of the Subcontractor, the Subcontractor shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. Subcontractor acknowledges that the term "Contractor" as used throughout the Prime Contract and Contract Documents, as well as in the plans and specifications shall mean this Subcontractor as it relates to the Work and obligations under this Agreement. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor which the Owner, under such documents, has against the Contractor, insofar as applicable to this Agreement. Where a provision of the Prime Contract is inconsistent with a provision of this Agreement, this Agreement shall govern and control the conduct of the Parties.

§ 3.2 The Contractor may require the Subcontractor to enter into agreements with sub-subcontractors performing portions of the Work of this Agreement by which the Subcontractor and the sub-subcontractor are mutually bound, to the extent of the Work to be performed by the sub-subcontractor, assuming toward each other all obligations and responsibilities which the Contractor and Subcontractor assume toward each other and having the benefit of all rights, remedies and redress each against the other which the Contractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 3.3 To the fullest extent permitted by law, Subcontractor shall require every sub-subcontract and/or purchase order issued by or on behalf of Subcontractor to include and adopt the provisions of this Agreement and the Subcontract Documents and that every sub-subcontractor, laborer, materialman, vendor and/or supplier engaged by Subcontractor shall be bound to Subcontractor as the Subcontractor is bound to the Contractor. Failure of the Subcontractor to comply with this section shall constitute a material breach of this Agreement and shall entitle the Contractor to pursue all remedies available pursuant to this Agreement, at law and/or in equity. In addition, it is agreed and understood that the Subcontractor's sub-subcontractors, laborer, materialmen, vendors and/or suppliers shall have no greater rights than allowed the Subcontractor under this Agreement.

ARTICLE 4 CONTRACTOR

§ 4.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 4.1.1 The Contractor shall expedite written responses to submittals made by the Subcontractor. As soon as practicable after execution of this Agreement, the Contractor shall provide the Subcontractor copies of the Contractor's construction schedule and schedule of submittals. The Subcontractor shall be notified of subsequent changes in the construction and submittal schedules and additional scheduling details. However, the Contractor reserves the right to revise, amend and/or update the Project Schedule as appropriate during the course of the project and Subcontractor agrees to be bound by any such changes. Should the Subcontractor, at the sole discretion of the Contractor fail to keep up with the progress of the Work, then the Subcontractor may be directed by the Contractor to accelerate its Work by working overtime, providing additional personnel, extra crews and/or equipment with no additional compensation to be paid to the Subcontractor.

§ 4.1.2 To the extent possible, the Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. If storage is not possible, Subcontractor does hereby represent and warrant that it has accounted for all costs associated with off-site storage and the shuttling of labor, equipment and materials to and from any off-site location so as to ensure the Project is accessible, free from obstructions, clean and unencumbered at the end of each day. Further, the Subcontract Sum includes all costs directly and indirectly related to or in any way associated with any off-site storage required for materials and equipment required for the Work, including but not limited to, any and all loading, un-loading, handling, re-handling and transportation of said materials and equipment to and from the Project in as many occurrences as necessary.

§ 4.2 COMMUNICATIONS

§ 4.2.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, which affects this Agreement and which becomes available to the Contractor subsequent to execution of this Agreement.

§ 4.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's sub-subcontractors or material suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 4.2.3 The ONLY people authorized to approve Change Orders, Time and Material work, extra work or overtime are the Contractor's Project Manager, Project Executive, Director or Vice President. All requests for additional time and/or compensation should be sent to the Project Manager. Once approved a PCO, SCCO, or written direction will be issued (by one of the individuals referenced above) to track all information. Any invoices or documents submitted should contain the PCO or SCCO number. **There are NO EXCEPTIONS; any additional work completed without prior approval is at the Subcontractor's own financial risk and the Subcontract Sum will not be increased without an approved PCO, SCCO or written direction signed by the** Contractor's Project Manager, Project Executive, Director or Vice President.

§ 4.2.4 If the Contractor asserts or defends a claim against the Owner which relates to the Work of the Subcontractor, the Contractor shall make available to the Subcontractor information relating to that portion of the claim which relates to the Work of the Subcontractor with the exception of attorney/client privileged material and attorney work product. In the event such claim or claims result in mediation, arbitration and/or litigation, Subcontractor shall be responsible to Contractor for all Contractor's costs and expenses, including, but not limited to, Contractor's attorneys' fees, in proportion to the value of the Subcontractor's claim(s) which Contractor advances for the Subcontractor to the Owner.

§ 4.3 CLAIMS BY THE CONTRACTOR

§ 4.3.1 Notwithstanding anything in the Contract Documents or the Subcontract Documents to the contrary, the Contractor will notify Subcontractor within a reasonable time from the discovery of an occurrence that gives rise to any loss, claim or back-charge which the Contractor may have against the Subcontractor. Upon such notice, any such loss, claim, or back-charge shall be deducted from the Subcontract Sum.

§ 4.3.2 Subcontractor agrees to indemnify and hold Contractor harmless from the Owners rights or claims for liquidated delay damages set forth in the Prime Contract between Owner and Contractor and applicable to the failure to achieve timely completion of any applicable milestone dates, or Substantial and/or Final Completion of the Project, to the extent Subcontractor's unexcused failure to timely progress and complete its Work causes, in whole or in pro-rata portion, such delay ("Owner's Liquidated Damages").

§ 4.4 CONTRACTOR'S REMEDIES

§ 4.4.1 If the Subcontractor defaults in any of its obligations under this Agreement, including without limitation, neglecting to carry out the Work strictly in accordance with the Contract Documents and the Subcontract Documents, fails to provide a sufficient number of properly skilled workmen, fails to provide sufficient supervision, project management and/or administration of this Agreement, fails to timely provide submittals, shop drawings, sepia, as-built drawings, O&M Manuals, warranties and guarantees, or fails in any respect whatsoever to prosecute the Work promptly and diligently, or fails to adhere to and maintain the Contractor's Construction, Submittal, Purchase and/or Delivery Schedules, the Contractor, may, following forty-eight (48) hours written notice to the Subcontractor (and without prejudice to any other rights or remedies the Contractor may have available to it pursuant to this Agreement, at law or in equity), either: (i) furnish and install labor, equipment and materials deducting all cost directly and indirectly associated therewith, including without limitation Contractor's reasonable overhead and supervision costs from monies due or that may become due to this Subcontractor under this or any other agreement by and between the Contractor and this Subcontractor on this or any other projects; or (ii) terminate this Agreement, take possession of all materials and equipment, including without limitation materials and equipment stored both on and off site and employ labor and furnish materials and equipment required to complete the Work. (Unless the Subcontractor cures its default(s) within the forty-eight (48) hour period and commences such corrective remedy within said forty-eight (48) hour period and diligently and promptly cures the default in question). Should the Contractor elect to correct such default as provided in item (i) above, or elect to terminate this Agreement as provided in item (ii) above, Subcontractor acknowledges and agrees by executing this Agreement that the Subcontractor shall not be entitled to receive any progress and/or final payment(s) under this Agreement, and any other subcontract between Contractor and Subcontractor (provided only if the balance due under this Agreement is insufficient to cover all of the Contractor's direct and indirect costs and expenses with any default) until all the work on the Project is completed.

ARTICLE 5 SUBCONTRACTOR

§ 5.1 EXECUTION AND PROGRESS OF THE WORK

§ 5.1.1 The Subcontractor shall supervise and direct the Work and shall cooperate with the Contractor in scheduling and performing the Work to avoid conflict, delay in, or interference with the work of the Contractor, other subcontractors or Owner's own forces.

§ 5.1.2 Subcontractor shall promptly submit Shop Drawings, Designs, Calculations, Product Data, Samples, Mock-Ups and similar submittals (hereinafter collectively referred to for convenience as "Submittals") required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or activities of the Contractor or other

subcontractors or Owner's own forces. Subcontractor agrees to provide all Submittals no later than ten (10) calendar days following this Subcontractor having executed a letter of intent or its execution of this Agreement, whichever occurs earlier.

§ 5.1.3 Subcontractor shall update the field set of record drawings on a WEEKLY basis showing actual "As-Built" conditions, locations, elevations, dimensions and other information reasonably required.

§ 5.1.4 Subcontractor agrees to furnish the Contractor with a complete set of As-Built Drawings of its Work in both paper, CADD and PDF format contemporaneous with its submission of its close out documents for the Project.

§ 5.1.5 Notwithstanding anything in the Subcontract Documents to the contrary, Subcontractor shall promptly deliver the required number of copies of all Material Safety Data Sheets (hereinafter referred to for convenience as "MSDS Sheets"), CATALOGUED SEPARATELY from Submittals no later than ten (10) calendar days following this Subcontractor having executed a letter of intent or its execution of this Agreement, whichever occurs earlier.

§ 5.1.6 Subcontractor agrees to furnish the Contractor with all worker qualification, safety training and other information including but not limited to OSHA training certificates no later than ten (10) calendar days following this Subcontractor having executed a letter of intent or its execution of this Agreement, whichever occurs earlier.

§ 5.1.7 The Subcontractor, within ten (10) days after execution of this Agreement, shall prepare and submit for the Contractor's review and approval a Subcontractor's Schedule of Values for the Project containing a detailed breakdown of the Subcontract Sum for the Work. Upon review and acceptance by the Contractor of the Subcontractor's proposed Schedule of Values, such Schedule shall be deemed the Schedule of Values and shall be considered part of the Subcontract Documents. Once accepted, this schedule of values will be used as a basis for the Subcontractor's applications for payment.

§ 5.1.8 The Subcontractor shall, upon request, furnish to the Contractor periodic progress reports on the Work of this Agreement, including information on the status of materials and equipment which may be in the course of preparation, manufacture or transit.

§ 5.1.9 The Subcontractor agrees that the Contractor and the Architect will each have the authority to reject Work of the Subcontractor which does not conform to the Prime Contract, this Agreement, the Contract Documents or the Subcontract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract, Agreement, the Contract Documents and the Subcontract Documents.

§ 5.1.10 The Subcontractor shall pay for all materials, equipment and labor used in connection with the performance of this Agreement through the period covered by previous Applications and Certifications for Payment and shall furnish satisfactory evidence as required in §11.8 and/or §12.3, to verify compliance with the above requirements.

§ 5.1.11 The Subcontractor shall take necessary precautions to properly protect the work of other subcontractors and Owner's own forces from damage caused by its Work, activities and operations under this Agreement.

§ 5.1.12 The Subcontractor shall cooperate with the Contractor, other subcontractors and the Owner's own forces whose work might interfere with the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion and generate over lays to all coordination and shop drawings including but not limited to MEP drawings, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors or the Owner's own forces. MEP sub-trades will be collectively generating coordination drawings for the proper coordination of MEP work. Accordingly, Subcontractor further acknowledges and agrees that because the Subcontract Documents are diagrammatic, the coordination drawings generated by MEP sub-trades may require additional Work that is not shown in the Subcontract Documents, wherefore this Subcontractor, if applicable to its Scope of Work, agrees to perform its Work in accordance with said coordination drawings at no additional cost to this Agreement. Subcontractor agrees, as part of the Subcontract Sum, to participate in the creation of coordination drawings and over-lays wherein this Subcontractor shall coordinate all of its Work with the work of others including but not limited to: electrical, mechanical, plumbing, structural, architectural, fire protection, elevator, trash chute and design-build sub-trades. Coordination drawings will be transmitted to this Subcontractor electronically in CADD format and this Subcontractor shall perform its coordination and overlays and return same to the Contractor in CADD format. Coordination drawings are *in addition* to this Subcontractor's obligation to provide red line As-Builts as noted herein and within the Submittals. Coordination drawings shall be completed within fifteen (15) business days after execution of this Agreement.

§ 5.1.13 Unless otherwise provided in the Subcontract Documents, the Subcontractor shall provide and pay for labor, materials, supervision, equipment, tools, construction equipment and machinery, hoisting, cranes, scaffolding, mobilization, ~~demobilization~~, sales and other taxes, fees, permits, ~~inspection fees~~, insurance, employee benefits, ~~temporary facilities, temporary protection, temporary utility connections and services~~, protection of all existing and newly constructed finished surfaces, ~~progress~~

and ~~final cleaning (including windows), start-up, testing, trash disposal, water, heat, utilities, weather-related working conditions and operations,~~ transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work, and all else necessary for a complete, acceptable, functioning Project ready for occupancy and use by the Owner for its intended use. All such items described above are included in the Work.

§ 5.1.14 The Subcontractor shall be responsible for employing skilled and competent personnel who will work compatibly with the Contractor, all other subcontractors and Owner's own forces on the Project. The Subcontractor shall enforce strict discipline and good order among the Subcontractor's employees and other persons carrying out the Agreement. The Subcontractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Should the Subcontractor wish to employ sub-subcontractors, or third tier subcontractors, Subcontractor should notify the Contractor in writing of the corporate entities, or other entities with whom the Subcontractor wishes to subcontract the Work, prior to entering such sub-subcontracts. The Subcontractor shall provide the names and addresses of all sub-subcontractors with whom Subcontractor enters agreements on the Project. With respect to every sub-subcontractor or third tier subcontractor with whom Subcontractor enters into any agreement for the Project, Subcontractor shall provide to Contractor a certificate of insurance in accordance with the insurance provisions of this Agreement and the Subcontract Documents (in addition to the Subcontractor's insurance). In the event of any failure to comply with any of the requirements of this article, Contractor may, but is in no manner required or obligated to, provide additional insurance necessary to protect its interest with all costs thereof being deducted from this Agreement. Contractor must approve any such sub-subcontractors and third tier subcontractors, which approval will not be unreasonably withheld. If a Subcontractor's employee, sub-subcontractor, third tier subcontractor, associate, vendor or anyone else affiliated with this Subcontractor fails to abide by the Federal, State or any public Rules, Regulations, requirements, Codes, Statutes, and laws related to this Project, the Agreement and/or the Prime Contract, then the Contractor explicitly reserves the right to remove or have said affiliate removed from the Project site, building and/or premises immediately and enforce its right to not allow said individual and/or affiliate future access to the Project site, building and or premises.

§ 5.1.15 The Subcontractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

§ 5.1.16 The Subcontractor may make substitutions only in accordance with Subcontract Documents.

§ 5.1.17 The Subcontractor shall be responsible for the maintenance of labor relations among its employees and the employees of its sub-subcontractors in such manner as will provide for harmony as far as practical among workers at the Project site. Prior to contracting with any sub-subcontractor, the Subcontractor will require such sub-subcontractor to certify its willingness to cooperate with not only the other subcontractors hired by the Contractor, but also with the Owner, any other contractors hired by the Owner, and their subcontractors. In the event the Subcontractor or any sub-subcontractor fails to cooperate, said Subcontractor or sub-subcontractor shall, at the Contractor's reasonable discretion, and upon forty-eight (48) hours written notice to the Subcontractor, be dismissed. Sub-subcontractors dismissed under this provision shall be replaced at the Subcontractor's expense.

§ 5.1.18 All manufactured materials shall be ordered to be delivered in the manufacturer's original, unbroken packages, containers or bundles, bearing the name of the manufacturer and brand name or other designation, and all materials shall be handled, stored, installed, cleaned and protected in accordance with the manufacturer's directions, unless otherwise indicated in the Subcontract Documents. Subcontractor must be onsite to accept all materials delivered for its Work, to provide direction to trucking companies, and offload said materials. Subcontractor shall provide any and all equipment necessary to offload and move the materials on site.

§ 5.1.19 Any product, material or equipment specified in the Subcontract Documents by reference to the number, symbol or title of a specified standard, such as a commercial standard, federal specification, trade association standard, or other similar or related construction industry standard, shall comply with requirements in the latest revision thereof as of the date the Contractor and the Subcontractor execute this Agreement.

§ 5.1.20 In all cases in which a manufacturer's name, trade name or other property designation is used in the Subcontract Documents in connection with a material, equipment or product to be furnished thereunder, the Subcontractor shall furnish the material, equipment or product of the named manufacturer(s) unless a written request for substitution is made and the substitution is approved in writing by the Architect.

§ 5.1.21 The Subcontractor agrees not to participate in or permit any cessation of work on the Project which is a result of any labor dispute, regardless of whether said labor dispute involves the Contractor, the Subcontractor or any other employer on or supplier to the project. The Subcontractor and all sub-subcontractors shall make all provisions necessary to avoid any disputes with labor unions and shall be responsible for any delays, damages, or extra costs incurred as a result of such disputes.

§ 5.1.22 To the extent necessary for the Subcontractor to perform its Work, the Subcontractor shall be responsible to coordinate directly with and meet the requirements of all government officials having jurisdiction and shall coordinate directly with and supervise the work of all utility companies, including scheduling and monitoring their work in a timely manner so as to not cause delays to the Project. Subcontractor shall coordinate its Work with any and all utility companies as part of the Agreement and its Work, and Subcontractor shall be responsible for any and all utility back-charges related to its Work and/or the failure to comply with utility requirements.

§ 5.1.23 The Subcontractor shall have access to the Project for the purposes of inspecting the condition and progress thereof at those dates and times to be specified by the Contractor after receipt of a written request from the Subcontractor. By executing this Agreement, the Subcontractor thereby acknowledges and warrants that it has performed or been provided an opportunity to perform any required inspections or verification of actual conditions for the purpose of verifying the same to the Subcontract Documents. Subcontractor also acknowledges and warrants that any substrate to which Subcontractor's Work is directly or indirectly applied or related including but not limited to any sub-grade, elements, assemblies, components, surfaces, finishes and foundations (hereinafter collectively referred to for convenience as "Substrate"), is in compliance with the Subcontract Documents, Industry Standards and is otherwise sufficient and acceptable for the performance of the Work. Upon commencement of the Work, the Subcontractor shall thereafter be responsible for all costs, expenses, damages and losses (including reasonably attorney's fees) arising from any alleged issue, damage, defect, or deficiency with respect to either the Subcontractor's Work or the Substrate in question.

§ 5.1.24 Notwithstanding anything in the Subcontract Documents to the contrary, Subcontractor agrees that it will provide the Contractor with written notice within forty-eight (48) hours of the discovery that the work of any other trade or subcontractor(s) working on the Project violates any of the Standards, is incomplete, defective, untimely and/or not in compliance with the Subcontract Documents for any reason. The failure of the Subcontractor to comply with this provision shall constitute a waiver by the Subcontractor of any claims for extra compensation or extension of time, or both, to which the Subcontractor may otherwise claim entitlement, and such waiver shall be an absolute defense to any liability of the Contractor to the Subcontractor on account thereof.

§ 5.1.25 Subcontractor acknowledges and agrees that only the Contractor has the authority to direct the Subcontractor's Work. If and to the extent that Subcontractor shall perform any work based upon the direct order, direction or request of the Owner, Architect, Engineer, or Owner's representative, construction manager, clerk of the works, consultant, or anyone acting by or through any of them, the Subcontractor shall notify the Contractor in writing within forty-eight (48) hours before performing such work. Further, Subcontractor acknowledges that the Contractor shall have no liability whatsoever with respect thereto and Subcontractor shall have recourse for any payment solely to the person or entity directing such work.

§ 5.1.26 Any and all field measuring and templates necessary for the Work shall be performed by this Subcontractor and Subcontractor shall perform all layout necessary to perform and complete its Work herein.

§ 5.1.27 ~~Unless otherwise noted herein, Subcontractor shall be responsible for all saw cutting, chopping, coring, patching, and drilling necessary to complete the Work. Subcontractor acknowledges and agrees that overcutting of any Substrate will not be permitted and further agrees that Substrates will not be cut, drilled, chopped and/or cored in advance by others.~~

§ 5.1.28 ~~Unless otherwise noted herein, Subcontractor shall be responsible to provide any temporary covering and/or protective measures as a part of its Work, and shall furnish, install, maintain and remove upon completion any such temporary covering and/or protective measure so as to prevent any staining of any finishes including but not limited to concrete and landscaping. Any damages, costs and or impacts arising from Subcontractor's failure to appropriately protect its Work and/or other's work shall be the responsibility of this Subcontractor.~~ NEI to provide Equipment protection mats

§ 5.1.29 Unless otherwise noted herein, Subcontractor shall be responsible to furnish, deliver, provide layout and install all access panels related to the Work.

§ 5.1.30 If sleeves and or other penetrations (hereinafter referred to as "Sleeves") are required as a part of the Work, Subcontractor shall furnish and install all Sleeve(s), plate(s) insert(s) and penetration(s) as required by the Subcontract Documents, Standards and the Work. In addition, Subcontractor shall provide location and elevation for Sleeves. Failure to provide the location, elevation and/or deliver the Sleeves will result in this Subcontractor bearing any and all costs associated with procuring Sleeves and/or any core drilling required after the fact.

§ 5.2 LAWS, PERMITS, FEES AND NOTICES

§ 5.2.1 The Subcontractor shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Work of this Agreement. Subcontractor is responsible to file, secure, obtain, fund, post, pay and closeout any and all permits, fees, notifications, certificates, licenses, inspections, and taxes (hereinafter collectively referred to

as "Permits") as required by the Subcontract Documents, Standards, the Work, and all public authorities necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract or the Contract Documents. Failure to obtain proper Permits, resulting in penalties and/or delays to the Project will be the sole responsibility of the Subcontractor.

§ 5.2.2 With respect to the Work, Subcontractor will participate in and provide any and all documentation needed and/or required by any code and/or governing jurisdiction timely, to ensure temporary, periodic and/or final inspection for occupancy.

§ 5.2.3 The Subcontractor shall comply with Federal, state and local tax laws, rules, and regulations, social security laws and regulations, unemployment compensation laws and regulations, and workers' compensation laws and regulations, insofar as applicable to the performance of this Agreement. Within forty-eight (48) hours of receipt of a request by the Contractor, Subcontractor shall provide the Contractor with proof of compliance with such laws, rules, regulations and ordinances, including but not limited to, proof that all employees in the Subcontractor's employ, or in the employ of a sub-subcontractor, have submitted to their employer I-9s and/or proper e-verify documentation, if required, demonstrating they are eligible to work lawfully in the United States and are covered by current Workers' Compensation insurance policies.

§ 5.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 5.3.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Agreement, shall comply with safety measures initiated by the Contractor and with applicable laws, ordinances, rules, regulations and orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract, the Contract Documents and the Subcontract Documents. The Subcontractor shall report to the Contractor within twenty-four (24) hours an injury to an employee or agent of the Subcontractor which occurred at the site or in connection with the Subcontractor's Work or performance of this Agreement.

§ 5.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor or anyone directly or indirectly employed by them (other than the Subcontractor), the Contractor shall, prior to harmful exposure of the Subcontractor's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws. **It is this Subcontractor's responsibility to abide by all government regulations with regard to hazardous or potentially hazardous material. To the extent already in the Contractor's possession, all professional hazmat reports have been or will be provided to this Subcontractor. It is Subcontractor's responsibility to understand the nature and location of the hazards. The Subcontractor agrees to abide by the written ACM work plan.**

§ 5.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable actual costs of demobilization and remobilization, which adjustments shall be accomplished as provided in Article 6 of this Agreement.

§ 5.3.4 To the fullest extent permitted by law, but only to the extent of Contractor's insurance coverage and limits thereto, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, arising out of or resulting from performance of the Work in the affected area of the hazardous substance if in fact the material or substance presents the risk of bodily injury or death as described in Section 5.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the negligence of a party seeking indemnification.

§ 5.3.5 Notwithstanding anything in the Subcontract Documents to the contrary and to the fullest extent permitted by law, Subcontractor, and anyone for whom this Subcontractor is responsible for, shall at a minimum comply with all Federal, including but not limited to OSHA, State and Local Regulatory Agency ("Agency") so-called Work Place Safety Laws, Rules, Codes and Regulations (collectively "Regulations") applicable to Subcontractor's Work. Subcontractor further agrees that should the Contractor allege or make a good faith determination based on either circumstantial or direct evidence or both that the Subcontractor has violated any Regulation, or in the event that any Agency may allege and/or cite Subcontractor, Contractor or both with any alleged violation of any Regulations based on Subcontractor's performance or lack of performance of the Work or presence on the Project site, Subcontractor agrees to indemnify and hold harmless the Contractor for all actual damages and losses, including but not limited to any fine(s) or attorney's fees arising therefrom.

§ 5.3.5.1 Subcontractor agrees that Contractor's field supervision and Project Manager (hereinafter collectively referred to as "Staff") are designated and employed by Contractor for the purpose of advancing the Contractor's "Goals" for the Project. For the purposes of this provision, the term "Goals" includes but shall not be limited to the following: Contractor's orderly administration and overall completion of the work set forth in the Prime Contract, Contract Documents, this Agreement and the Subcontract Documents, including but not limited to maximizing Contractor's profitability, efficiency, job site safety, milestone(s) and Project completion timeliness and increasing the Contractor's good will, reputation and positive business relations.

§ 5.3.5.2 Subcontractor agrees that should Contractor's Staff determine, based upon notice from an Agency, or based upon any good faith determination by the Contractor's Staff arising from any direct or circumstantial evidence or both, that the circumstances at the job site require that additional supervision, inspection, and/or administration be reasonably expended by the Contractor, in connection with any citation issued to Contractor, Subcontractor or both, or any threat by any such Agency of their intent to issue a citation to Contractor, Subcontractor, or both, in relation to any such Regulations, or citations that are reasonably perceived or threatened by any Agency, or any acts or omissions which the Contractor in good faith determines to be a violation or potential violation of any Regulation, the Subcontractor shall be liable for, pay for, and indemnify and hold harmless the Contractor for all actual damages and losses, including but not limited to any fine(s) or attorney's fees arising therefrom.

§ 5.3.5.3 This provision shall be in addition to any express or implied Indemnification or any other provision contained within the Agreement to which Contractor is entitled to and shall not operate to limit, sever, modify, negate or abridge any other provision contained herein, including but not limited to Contractor's right to indemnification and Contractor's right to terminate this Agreement, nor shall it operate to waive any rights or defenses available to the Contractor under this Agreement, at law and/or in equity.

§ 5.3.5.4 Subcontractor agrees that frequent inspections performed by the Contractor shall not operate to release this Subcontractor from any of its obligations hereunder or as required by any Regulations which require this Subcontractor to perform frequent inspections and review its own operations on the Project. Subcontractor acknowledges and agrees that Subcontractor shall be required to perform its own frequent inspections which shall be in addition to and independent of Contractor's inspections.

§ 5.3.5.5 The Contractor shall not be liable to the Subcontractor for any damages, losses and/or claims of any kind arising where the Contractor has exercised its rights under this Section in good faith.

§ 5.3.5.6 The Contractor, in its sole discretion, reserves the right to remove and/or suspend Subcontractor from the Project or to terminate this Agreement if any violation creates or perpetuates a life-threatening act or if an imminent danger to life and health exists due to Subcontractor's action or inaction.

§ 5.3.5.7 In addition to the above mentioned policy and procedure, three (3) violations of any nature by the same employee of a Subcontractor will result in the immediate dismissal and removal from the Project of that individual and their supervisor. Furthermore, and in addition to the aforementioned, two (2) violations determined by the Contractor to be life-threatening or to place any person or work in imminent danger, perpetrated by the same employee of the Subcontractor, will result in the immediate dismissal and removal from the Project of that individual and their supervisor.

§ 5.3.5.8 Subcontractor agrees, as part of the Subcontract, to furnish Contractor with a copy of its Project Specific Health and Safety Plan as detailed in the Subcontract Documents, no later than ten (10) days following Subcontractor's execution of a letter of intent or its execution of this Agreement.

§ 5.3.5.9 Subcontractor agrees, as part of the Subcontract, to comply with Contractor's Health & Safety Plan and any amendment thereto for the duration of the Project, in addition to all of Contractor's safety policies, guidelines and exhibits included as a part of the Subcontract Documents.

§ 5.3.5.10 Subcontractor is required to conduct mandatory weekly safety meetings/toolbox talks with its crew and staff who work at the jobsite. Subcontractor is required to ensure that its sub-subcontractors conduct the same mandatory safety meetings/toolbox talks with its crew and staff who work at the jobsite. These toolbox talks and the attendance of these meetings must be documented by each attendee signing the toolbox talk meeting minutes. Copies of these toolbox talks must be delivered to the Contractor's superintendent on a weekly basis.

§ 5.3.5.11 Subcontractor shall ~~furnish~~, install, ~~maintain~~, ~~re-locate~~ and ~~re-install~~, as necessary, and remove, all temporary fall protection required by OSHA. In the event that this Subcontractor removes any fall protection to facilitate its Work, whether installed by this Subcontractor or others, it shall ensure its employees and others on the Project site are fully protected against falls per Federally Regulated Requirements and all other jurisdictional authorities and all removed fall protection is replaced

(handrails) not maintained when not in area

immediately and accordingly when that specific Work is complete. Subcontractor shall provide all staging, scaffolding, ladders, and/or lifts (with qualified operators) as required for the Work. Subcontractor acknowledges that any person(s) working on staging, scaffolding, ladders, and lifts will be protected against falls via personal fall arrest systems.

need water truck need rock on site

§ 5.3.5.12 Unless otherwise noted herein, Subcontractor shall be responsible for ~~dust control, mud control~~ and/or noise control that its workers, sub-subcontractors and/or material deliveries create and/or cause impacts to the site.

§ 5.3.5.13 Subcontractor is required to submit proof of successful completion of OSHA 10 Training as to all of its employees working onsite, its sub-subcontractor's employees working onsite, and as to anyone working onsite under its direction and control.

§ 5.3.5.14 ~~Subcontractor shall be responsible to provide and fund any and all Police, Fire Watch and/or flagmen onsite and/or offsite if necessary to complete its Work and/or make deliveries to ensure safely as it relates to its Work and ability to complete.~~

§ 5.4 CLEANING UP

§ 5.4.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Agreement. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors.

§ 5.4.2 If the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs. If at any time the Contractor is required to police and/or dispose of Subcontractor's rubbish, debris, trash, garbage, tools, materials, equipment and/or supplies, it will be at the expense of the Subcontractor. If another subcontractor's product or material is damaged due to this Subcontractor's neglect for cleanup it will be replaced and/or repaired at the Subcontractor's expense.

§ 5.4.3 Subcontractor agrees to clean up and organize its tools, materials, equipment and supplies, and to clean, ~~broom~~ rake sweep, and remove from the premises all rubbish, trash and debris resulting from the Work on a DAILY BASIS or at the end of each shift, whichever is shorter. Subcontractor acknowledges that the presentation and condition of the Project are of the utmost importance not only because of potential interference with other trades and safety concerns, but also because of the impact on the reputation of the Contractor in the industry. Accordingly, the Subcontractor agrees that Contractor may, in its sole discretion, assess a back-charge in the amount of the reasonable actual cost of any organization and/or clean up required at the Project on account of the Subcontractor's activities and deduct costs associated therewith from monies due or that may become due this Subcontractor on this or any other project that this Subcontractor is working on for the Contractor. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, if the Subcontractor disputes responsibility for a violation of the provisions of this section, it is agreed and understood that the Contractor's good faith determination of fault and/or responsibility shall be final and binding on the Subcontractor.

broom swept weekly

§ 5.4.4 Subcontractor will ensure the cleanup and protection of any area(s) of which the Contractor may designate for Subcontractor's use and/or storage.

§ 5.5 WARRANTY

§ 5.5.1 The Subcontractor warrants to the Owner, Architect and Contractor that materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required by the Subcontract Documents, that the Work will be free from defects not inherent in the quality required, and that the Work will conform to the requirements of the Subcontract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Subcontractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. This warranty shall be in addition to and shall not limit any other warranty or remedy required by law or by the Subcontract Documents.

§ 5.6 INDEMNIFICATION

§ 5.6.1 To the fullest extent permitted by law, the Subcontractor herby acknowledges and agrees that it shall indemnify, hold harmless, ~~save and defend the Contractor, the Owner~~ and their officers, directors, members, employees, agents, affiliates, subsidiaries, successors, assigns and partners (hereinafter collectively referred to as "Indemnitees") from and against all claims, damages, judgments, assessments, fees, settlements, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work and/or arising out of or resulting from, and only to the extent of Subcontractors fault or negligence, any act or omission of the Subcontractor, its employees, agents or subcontractors.

To the fullest extent permitted by law, the Subcontractor hereby agrees to fully defend the Indemnitees (1) from any indemnified claims for injury or damage that is alleged in a claim to arise, in whole or in part, out of the Work, or out of any act or omission

of the Subcontractor, its employees, agents or subcontractors, and / or (2) from any claim against any of them alleging injury or damage to an employee of the Subcontractor. The party defended hereunder shall have the right to choose its own counsel to be paid for by the Subcontractor.

§ 5.6.2 With respect to claims against any Indemnitees by an employee of the Subcontractor, a sub-subcontractor to the Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 5.6 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Subcontractor or a sub-subcontractor under workers' compensation statutes or regulations, disability benefit statutes or regulations, or any other employee benefit statutes or regulations.

§ 5.6.3 To the fullest extent permitted by law, the Subcontractor shall further indemnify, defend and hold harmless the Indemnitees from and against any and all indemnified claims and liens by the Subcontractor's sub-subcontractors and suppliers and from third-tier subcontractors and employees or agents of any of them arising out of alleged or actual non-payment, insufficient payment or late payment of amounts owed for labor, materials, supplies, equipment or services provided in connection with the Project.

§ 5.6.4 To the fullest extent permitted by law, the Subcontractor shall further indemnify, defend and hold harmless the Indemnitees with respect to indemnified claims, from and against any and all claims and shall bear any and all costs, damages and expenses of any Indemnities suffered, incurred or arising from the failure of the Subcontractor, the Subcontractor's sub-subcontractors, third-tier subcontractors and employees or agents of any of them to conduct the Work in accordance with the Subcontract Documents, laws, statutes, ordinances, and regulations of any governmental authority.

§ 5.6.5 The Subcontractor shall bear any and all reasonable expense incurred by any Indemnitees for Indemnified claims because of any claim or other matter indemnified against hereunder, including without limitation, attorneys' and consultants' fees and expenses, court costs, and costs related to the defense of, or preparing for the defense against, any such claim. If any such claim has not been settled or discharged at the time of final completion of the Work, the Contractor may withhold an amount equal to 150% of the outstanding claim until any such claim is paid or settled or the Subcontractor provides a bond, acceptable to the Contractor, to satisfy such claim.

§ 5.6.6 Any Indemnitee, at its election and at its expense, may defend against or settle any claim; or at the specific request of any Indemnitee, the Subcontractor shall actually assume the defense of any such claim on behalf of such Indemnitee, provided, however, that any attorney employed in such defense must be satisfactory to such Indemnitee and such attorney shall obtain the consent of the Indemnitees prior to effecting any settlement of a claim, such consent not to be unreasonably withheld.

§ 5.6.7 The Subcontractor shall pay any judgment finally awarded in any indemnified claim which is brought against any Indemnitee, regardless of whether the Indemnitees or the Subcontractor directs the defense thereof and shall pay any amounts payable in settlement or compromise of any such claim.

§ 5.6.8 In the event that the Subcontractor is requested but refuses to honor its indemnity obligations hereunder, then the Subcontractor shall, in addition to its other obligations, pay the cost of bringing any action to enforce the Subcontractor's indemnity obligations, including, without limitation, attorneys' and consultants' fees, expenses, and court costs, to the party requesting indemnification.

§ 5.6.9 LIENS. In the event that the ~~Subcontractor~~, any sub-subcontractor, third-tier subcontractor, supplier, or any other party for whom the Subcontractor is responsible records a lien against the Project and/or the Project site, the Subcontractor shall, within ten (10) days of receipt of notice from the Contractor regarding such lien, either obtain (at no cost to the Contractor) a lien discharge bond from a surety and in a form acceptable to the Contractor or cause the lien to be discharged. If the Subcontractor fails to obtain a lien discharge bond acceptable to the Contractor or fails to discharge such lien within such ten (10) day period, the Contractor shall have the right to either: (i) withhold all further payments to the Subcontractor until a lien bond acceptable to the Contractor is provided by the Subcontractor or until the lien is discharged; or (ii) withhold from the next progress payment or any other sum payable to the Subcontractor, an amount equal to one hundred and fifty percent (150%) of the amount of such lien. The Contractor may either: (a) apply amounts so withheld to discharging such liens; or (b) retain such amounts until such lien is discharged or released by the Subcontractor or the lienor and shall thereafter credit to the Subcontractor any amounts remaining after payment of the fees and expenses the Contractor incurs in connection with such liens. ~~The Subcontractor agrees to indemnify and hold harmless the Contractor from all costs and expenses, including attorney's fees, incurred by the Contractor in connection with such liens unless such liens result from the Contractor's failure to comply with its obligations under this~~ Agreement.

ARTICLE 6 CHANGES IN THE WORK AND EXTENSION OF TIME

§ 6.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract or Contract Documents (referred to herein as "Modification"). Upon receipt of such a Modification issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of the Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work which would be inconsistent with the changes made by the Modifications to the Prime Contract or Contract Documents. If Contractor requests the Subcontractor to review a proposed Modification to the Project which may affect the Subcontractor's Work, the Subcontractor shall respond in writing within seven (7) days after receipt of such request, or other reasonable time limits as the parties may agree, stating the effect of the proposed Modification upon its performance including details of any cost increases or reductions and any increase or decrease in the time required to complete the Work, as a result of such Modification, otherwise the Subcontractor shall accept the determination of Contractor as to the effect of the proposed Modification. Unless otherwise instructed by Contractor, the Subcontractor shall not order materials or undertake any Work which will be affected by a Modification without first notifying Contractor whether failure to undertake such Work or the ordering of the materials will delay the Work. Contractor's written instructions on how to proceed after such notice shall be binding.

§ 6.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Agreement, to make changes in the Work within the general scope of this Agreement consisting of additions, deletions or other revisions, including those required by Modifications. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit within five (5) days to the Contractor written copies of a claim for adjustment to the Subcontract Sum and/or Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents ("Proposed Change Order" or "PCO"). Subcontractor shall not perform any additional work on which the request is based without a formal written direction to proceed from the Contractor in the form of a Change Order ("Change Order") or a Construction Change Directive ("CCD").

If the Contractor and the Subcontractor are unable to agree upon the terms of a Change Order and therefore fail to execute a Change Order in connection with same, the Contractor may, without invalidating this Agreement, issue a CCD ordering the Subcontractor to proceed with the additions, deletions or other revisions to the Work, with both parties fully reserving their rights as to adjustments, if any, of the Subcontract Time, the Subcontract Sum or any other terms or conditions, and said dispute shall be resolved pursuant to Article 7 herein. Upon receipt of a CCD, the Subcontractor shall promptly proceed with the changed work.

§ 6.3 Should the Subcontractor be delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause, including but not limited to any act, omission, neglect, negligence or default of Contractor or of anyone employed by Contractor or by any other contractor or subcontractor on the Project, or by the Architect, the Owner or their contractors, subcontractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order which is not chargeable to the Subcontractor, or by any extraordinary conditions arising out of war or government regulations, and not due to any fault, neglect, act or omission of the Subcontractor, its officers, agents, employees, subcontractors or suppliers, **then except where the Prime Contract has specific requirements at variance with the foregoing, in which case the requirements of the Prime Contract shall govern**, the Subcontractor's sole remedy shall be for an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes; provided, however, that the Subcontractor shall not be entitled to any such extension of time unless the Subcontractor: (1) notifies Contractor in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty eight (48) hours of the commencement thereof; and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Subcontractor acknowledges that provision of such notice is an essential condition precedent to Subcontractor's rights in connection with any such delays, obstructive hindrances or interferences to Contractor's ability to fully identify, and expeditiously, address and avoid such cause or causes, and, accordingly, Subcontractor expressly waives all rights and damages with respect to any such cause or causes for which notice hereunder was not provided. Notwithstanding the foregoing, if the Prime Contract is at variance with granting such time extension, then the provisions of the Prime Contract shall control.

§ 6.4 In the event that any work is to be performed on a Time and Material basis, the Subcontractor must receive written authorization from the Contractor prior to commencement of any additional work. Time and Materials work shall be scheduled and coordinated by the Subcontractor with the Contractor's Field Supervisor so that he/ she is aware that Time and Materials work is being performed. The Subcontractor shall submit Time and Materials forms on a daily basis to the Contractor's Field Supervisor for review and signature. Subcontractor acknowledges and agrees that Contractor's signature is for verification purposes only and does not constitute acceptance or approval of any Change Order or claim, regardless of whether or not such an endorsement appears on the form. Upon completion of the Time and Material work, the Subcontractor shall submit to the Contractor a Proposed Change Order request summarizing the work. This Proposed Change Order request will include all backup information and documentation which includes, but is in no way limited to, all of the following:

1.) copies of all signed/ approved Time and Materials forms

2.) invoices, receipts and quotations
3.) sub-subcontracts and purchase orders
4.) statements
5.) delivery tickets
6.) bills of lading
7.) rental invoice for equipment (or recap sheets evidencing hourly costs prepared and certified by a CPA)
8.) a complete breakdown of all tax, health and welfare contributions and fringe benefits (hereinafter collectively referred to for convenience as "Contributions") which shall be prepared and certified by a CPA; and
9.) any other information or documentation that is reasonably required and relevant to extra cost sought.

Labor and equipment rates will be based on those attached hereto as **Exhibit "C"**. To the extent that Labor Rates are not published or pre-determined for the Project, it is expressly agreed that the rates attached hereto as **Exhibit "C"** shall remain unchanged for the duration of the Project.

Mark-up for overhead and profit shall be as allowed pursuant to the Subcontract Documents and shall be at a rate of half of the maximum percentage allowable to the Contractor as set forth in the Prime Contract and its Contract Documents and if no specific percentage is set forth therein, in the maximum amount of (10%) ten percent. Subcontractor further agrees that, its MAXIMUM overhead and profit including those involving a subcontractor of any tier shall be capped at half of the maximum percentage allowable to the Contractor as set forth in the Prime Contract and its Contract Documents or ten (10%) percent, whichever is less, and shall be divided up as agreed between this Subcontractor and its lower tier subcontractor(s).

Contractor shall approve or reject any such Time and Material Proposed Change Order request within thirty (30) days after the later of commencement of the performance of the work on which the request is based or submission of the written request. Upon approval of the Proposed Change Order request the Contractor shall issue to the Subcontractor a Change Order to the Agreement that may be incorporated into the Subcontractor's payment requisition for payment.

§ 6.5 Notwithstanding the foregoing, and to the fullest extent permitted by law, Subcontractor shall have no claim against the Contractor for any direct damages, consequential damages, indirect damages, loss of opportunity, loss of profit or loss for any damage whatsoever including but not limited to bonding costs, de-mobilization, home and field office/operations and overhead, delay, inefficiency and productivity loss, disruption, re-mobilization, site access, and/or sequencing, due to the non-performance, hindering, suspension, delay or disruption of the Work by the Contractor, any of the Contractor's other subcontractors or suppliers and/or the Owner or the Owner's own forces, whether avoidable or unavoidable under this Agreement and Subcontractor acknowledges that its sole remedy shall be an extension of Subcontract Time for performance. Additionally, and to the fullest extent permitted by law and this Agreement, Subcontractor acknowledges and agrees that it shall only be entitled to receive from the Contractor the amount of compensation actually received by the Contractor from the Owner, if any, on account of the Subcontractor's Work and/or alleged extra costs or claim.

§ 6.6 Notwithstanding anything in the Subcontract Documents to the contrary, the Contractor may request changes in the Work which shall be administered by written Change Order executed by the Contractor. The Subcontractor SHALL NOT be entitled to receive any additional compensation and/or time for any Work for which the Contractor has not executed and issued a written Change Order.

§ 6.7 Notwithstanding anything in the Subcontract Documents to the contrary, Subcontractor agrees to submit all Proposed Change Order requests or claims on the form attached hereto and incorporated herewith as **Exhibit "J"**. In addition, and to the fullest extent permitted by law, Subcontractor agrees that its failure to submit any Proposed Change Order request in the required format along with all the aforementioned certification, signed time and materials forms, back-up for all materials, equipment and services shall result in Contractor rejecting Subcontractor's Proposed Change Order or claim and a waiver of Subcontractor's rights to a Change Order or claim.

§ 6.8 Any amendment or modification to the terms contained herein or the scope of the Work must be in writing and signed by the Contractor and Subcontractor. Any amendment or modification not made in this manner shall be void and have no force or effect.

§ 6.9 All pricing shall remain unchanged for the duration of this Project. This includes without limitation any alternate pricing, unit pricing, labor and equipment rates and materials.

§ 6.10 Subcontractor acknowledges and agrees that it will or may be required to perform Work out of sequence at no additional cost to this Agreement. Out of sequence Work shall be within reason and only at the direction of the Contractor.

§ 6.11 In the event the Contractor and/or Owner (or its representatives) sign any slip or other document generated by the Subcontractor purporting to constitute extra work, it is understood that any such signature(s) are for verification purposes only and shall ***NOT*** be construed as acceptance or agreement by the Contractor as to any extra work nor will it establish a Change Order ***WHETHER OR NOT SUCH AN ENDORSEMENT APPEARS ON THE SLIP OR OTHER DOCUMENT.***

§ 6.12 Subcontractor's entitlement to any Change Order(s) are subject to the terms and conditions of the Subcontract Documents which are ***NOT*** waived or otherwise modified by the Contractor and/or Owner signing any such slip or other document generated and presented for signature by this Subcontractor.

ARTICLE 7 MEDIATION AND ARBITRATION

§ 7.1 MEDIATION

§ 7.1.1 In the event of any claim or dispute arising out of, or related to this Agreement, including but not limited to the following events: 1.) the Contractor rejects in whole or in part a Proposed Change Order or claim received from Subcontractor, 2.) the Contractor rejects, or does not pay, in whole or in part a requisition received from Subcontractor, 3.) the Subcontractor is in default of any provision of this Agreement, Contractor may first require Subcontractor to participate in a mediation of the dispute by a single mediator, the expense of which shall be shared equally by the parties. Should the Contractor require the Subcontractor to participate in mediation, said mediation shall take place within forty-five (45) days of the Contractor's written notice to Subcontractor requiring mediation. Any mediation shall occur in Orange County, Florida.

§ 7.1.2 Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 7.2 ARBITRATION

§ 7.2.1 In the event mediation does not resolve the dispute, or, alternatively, Contractor determines mediation is not required, Contractor may require Subcontractor to submit any claim or dispute that arises out of or relates to the Agreement to binding arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Demand for arbitration shall be filed in writing with the Subcontractor and with the American Arbitration Association, and a copy shall be filed with the Architect.

§ 7.2.2 A demand for arbitration shall be made within the time limits specified in the conditions of the Prime Contract as applicable, and in other cases within a reasonable time after the claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitations.

§ 7.2.3 Consolidation or Joinder. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and/or (4) such person or entity is not the Architect, the Architect's employee, the Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Subcontractor is required to ensure that the arbitration requirements set forth in Article 7 are incorporated into and set forth in all downstream subcontracts and purchase orders.

§ 7.2.4 In the event there is a dispute pending or a dispute arises between Contractor and Owner, Subcontractor agrees that Contractor shall have the unilateral right to require Subcontractor to abate any claim it may have against Contractor until such time as the Contractor's dispute with Owner is fully and finally resolved. Alternatively, Subcontractor consents to the joinder of any dispute with Contractor into any dispute between Owner and Contractor. Furthermore, the pendency of a dispute shall not interfere with the progress of the Work by Subcontractor nor limit the right of Contractor to proceed, in good faith, to remedy an alleged default by Subcontractor.

§ 7.2.5 Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration or responding to one, must assert in the demand or response all claims then known to that party on which arbitration is permitted to be demanded.

§ 7.2.6 Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 7.2.7 Venue and Jurisdiction. If Contractor demands or compels arbitration pursuant to this Agreement, it shall be brought in Orange County, Florida. If Contractor does not demand or compel arbitration, any litigation shall be brought in Orange County, Florida. Florida law shall govern this Agreement and all disputes arising hereunder.

ARTICLE 8 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE AGREEMENT

§ 8.1 TERMINATION BY THE CONTRACTOR

§ 8.1.1 If the Subcontractor is declared by the Contractor to be in default of this Agreement under any provision contained herein, and Subcontractor continues to be in default of this Agreement after the forty-eight (48) hour cure period has expired for failing to comply with any of its obligations to the Contractor under this Agreement, the Contractor may, after said forty-eight (48) hour cure period has expired, terminate the Agreement and complete, repair, and/or correct the Subcontractor's Work, deducting all costs directly and indirectly associated with said termination, including without limitation Contractor's reasonable overhead and supervision costs from monies due or that may become due the Subcontractor under this Agreement and any other subcontract executed between the Contractor and Subcontractor on any other project (provided only if the balance due under this Agreement is insufficient to cover all of the Contractor's direct and indirect costs and expenses associated with any termination). If the unpaid balance of this Agreement and/or any other subcontract between the Contractor and Subcontractor should exceed the expense of completing, repairing, or correcting the Subcontractor's Work hereunder, the Subcontractor shall pay the difference to the Contractor upon receipt of written demand from the Contractor.

§ 8.1.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall deliver a corresponding written notice of termination for convenience to the Subcontractor.

§ 8.1.3 Upon receipt of written notice of termination, the Subcontractor shall:

1 cease operations as directed by the Contractor in the notice;
2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
3 except for Work directed to be performed prior to the effective date of termination stated in the notice, the Subcontractor shall, at the Contractor's sole discretion, (i) terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders, and/or (ii) as directed by the Contractor, assign any selected sub-subcontracts and/or purchase orders to the Contractor and/or the Owner.

§ 8.1.4 In case of such termination for the Owner's convenience, the Subcontractor shall be entitled to receive **payment** to the extent of Work executed.

§ 8.2 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 8.2.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay or interrupt the Work of this Agreement in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time only.

§ 8.2.2 No adjustment shall be made to the extent:

1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor is responsible; or
2 that an equitable adjustment is made or denied under another provision of this Agreement.

§ 8.3 ASSIGNMENT OF THE AGREEMENT

§ 8.3.1 In the event of termination of the Prime Contract by the Owner for cause, the Contractor may assign this Agreement to the Owner, with the Owner's agreement, subject to the provisions of the Prime Contract and to the prior rights of the Surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents.

§ 8.3.2 The Subcontractor shall not assign, in whole or in part, the Work of this Agreement without the express written consent of the Contractor.

ARTICLE 9 THE WORK OF THIS AGREEMENT

§ 9.1 The Subcontractor shall execute the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. Should the Drawings or the Specifications disagree in themselves or with each other, the Subcontractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to this Agreement. It is understood that the Drawings and Specifications are not intended to show every detail, and that many Drawings are intended to be diagrammatic only or to show the design concept without showing all the Work necessary nor all the details, materials, or assemblies required to implement the Work shown in the Drawings and Specifications. It is specifically understood and agreed, however, that the Work and the Subcontract Sum include all material, labor, and equipment which may be necessary to accomplish the Work contained in or implement the design concepts indicated by the Drawings and Specifications, or which is reasonably inferable and which may be necessary to construct a complete, functioning project suitable for its intended use so as to achieve the intent of the Subcontract Documents. In performing the Work,

Subcontractor further agrees that it will perform the Work required by any Standard applicable to the Work or any Standard applicable to any other trades, as it relates to the Work to be performed by Subcontractor.

§9.2 Execution of the Agreement by the Subcontractor is a representation that the Subcontractor has evaluated and satisfied himself as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, conditions, layout and physical conditions of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor availability, supply and costs, (4) availability and cost of materials, tools and equipment, (5) geotechnical data, soil and subsurface conditions of the Project site, and (6) other similar issues. The Contractor shall not be required to make any adjustment in the Subcontract Sum and/or Subcontract Time in connection with any failure by the Subcontractor or any of its sub-subcontractors to comply with the requirements of this Paragraph.

ARTICLE 10 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 10.1 The Subcontractor's date of commencement is the date from which the Subcontract Time is measured; it shall be the date of this Agreement, as first written above, unless a different date is specifically stated herein or provision is made for the date to be fixed in a notice to proceed issued by the Contractor to the Subcontractor.

§ 10.2 The Subcontractor shall mobilize and commence its Work as directed by Contractor. From its commencement of the Work, Subcontractor agrees to diligently and continuously prosecute and complete the Work and to coordinate the Work with all other work being performed on the Project. All such Work shall be performed in accordance with the Project schedule, any revisions to the project schedule, and any other scheduling requirements listed in this Agreement, with due consideration that other work is dependent upon the Work of Subcontractor for proper and timely completion. The Subcontractor shall not delay, impede, obstruct, hinder, or interfere with the commencement, progress, or completion of the whole or any part of the Work or other work on the Project.

§ 10.3 For the purpose of development or updating of Contractor's Project schedule, the Subcontractor shall provide to Contractor a detailed breakdown of all work related schedule tasks and their respective durations for the Contractor's use in generating the Project schedule. Subcontractor shall also provide Contractor with all work sequence, procurement, and workforce scheduling information, as well as progress data, in such form and detail as requested by Contractor. All such information shall be provided to Contractor within ten (10) days following execution of this Agreement or a letter of intent, whichever occurs earlier. Failure by Subcontractor to furnish the information will result in the Contractor estimating durations for each portion of the Work and Subcontractor being bound thereto.

§ 10.4 If, in the opinion of Contractor, the Subcontractor falls behind in the progress of the Work, and such delay is due, in whole or in pro-rata portion, to the fault, neglect, act or failure to act by the Subcontractor or any of its officers, agents, servants, employees, subcontractors, or suppliers, Contractor may direct the Subcontractor to take such steps as Contractor deems necessary to improve the rate of progress, including requiring the Subcontractor to increase the labor force, number of shifts and overtime operations, days of work, amount of plant time expended or other remedies, and to submit for approval an outlined recovery schedule demonstrating the method under which the required progress will be regained without additional cost or damage to Contractor. Contractor may upon reasonable notice require the Subcontractor to prosecute, in preference to other parts of the Work, such parts of the Work as Contractor may specify.

§ 10.5 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor shall notify the Contractor in writing not less than five (5) days before commencing the Subcontractor's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 10.6 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Agreement. The Subcontractor is bound to the schedule submitted and approved, whether verbal or in writing, to the Awarding Authority/Owner and Contractor, as may be subject to changes as needed from time to time pursuant to the terms of this Agreement.

§ 10.7 Subcontract Time shall be defined as the date of commencement (as defined in this Article) through the date of substantial completion of the Subcontractor's Work as set forth in the Subcontractor's schedule referenced herein.

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1.1 Prior to submission of the Subcontractor's first application for payment this Subcontractor agrees and is required to submit the completed Exhibit __ It is required that any and all of the Subcontractor's suppliers, vendors, sub-subcontractors and any other person or entity that are providing goods, services or labor in excess of $25,000 be listed in Exhibit __ If the Subcontractor or any of its downstream fails to complete the form completely, it will be subject to delayed payment until the

information is provided. Should the Subcontractor change or add suppliers, sub-subcontractors or vendors during the duration of the project the Subcontractor is required to update the Contractor within 24 hours of any revisions.

§ 11.1.2 The Contractor reserves the right to make progress payments against the Subcontractor's Subcontract Sum via a Joint Check. All joint check payments will be in compliance with paragraph 11.10 and the Joint Check Agreement (Exhibit __ signed by both parties).

§ 11.1.3 Based upon applications for payment submitted to the Contractor by the Subcontractor, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, and nothing contained herein shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.2 Applications for progress payments shall be due to be submitted by the Subcontractor every thirty (30) days, beginning with the end of the first calendar month occurring at least fourteen (14) days after Subcontractor has commenced performance. The Subcontractor shall submit a "pencil requisition" on the 25th day of every month, estimating the sum that the Subcontractor expects to requisition for that 30-day pay period. See attached DD&C addendum

§ 11.3 Provided an application for payment is received by the Contractor not later than the last day of each thirty (30) day period beginning with the end of the first calendar month occurring at least fourteen (14) days after the Subcontractor has commenced performance, each such application for payment shall be approved or rejected by the Contractor for the purpose of inclusion (in whole or in part) with its corresponding application for payment to the Owner. Subject to the pay-when-paid language below, the Contractor shall pay the Subcontractor the approved portion of each progress payment within thirty (30) days of approval of said application by the Owner and/or Architect. See attached DD&C Addendum

Receipt by the Contractor of payment from the Owner for any and all portions of the Work, whether partial payments, progress payments, final payment or retainage shall be a **STRICT CONDITION PRECEDENT** to any payment by Contractor to the Subcontractor, and Contractor shall only be obligated to make payment for any approved requisition to the extent of payment actually received by the Contractor from the Owner in respect thereof. Subcontractor assumes the risk of non-payment by the Owner on the Project to the Contractor. ~~**If the Contractor is not paid by the Owner, then the Contractor does not have to pay the Subcontractor.**~~ See attached DD&C addendum

§ 11.4 If an application for payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 Each application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Agreement may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's applications for payment. Said schedule of values shall be approved prior to commencement of the Work by the Subcontractor and shall be in sufficient detail to allow for the approval of funds due based upon the percent complete by individual line item. In addition, the schedule of values will contain line items for submittals and close out documents.

§ 11.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor.

§ 11.7.2 If approved by the Contractor, add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract retainage of ten percent (10%); and

§ 11.7.5 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 which are related to Work of the Subcontractor for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause which is the fault of the Subcontractor; and

§ 11.7.6 Subtract amounts, if any, for (i) defective work not remedied; (ii) third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Contractor is provided by the Subcontractor; (iii) failure of the Subcontractor to make payments properly to its downstream for labor, materials or equipment; (iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Subcontract Sum; (v) damage to the Contractor; (vi) reasonable evidence that the Work will not be completed within the Subcontract Time, and that the unpaid balance would not be adequate to cover actual damages or Owner assessed liquidated damages for the anticipated delay; (vii) persistent failure to carry out the Work in accordance with the Subcontract Documents; (viii) subtract, withhold any amounts necessary to secure payment for defects, work supplementation correction or termination of any other projects for which this Subcontractor is performing work / services for this Contractor; (viii) or subtract and withhold amounts which may be comprised of direct and/or indirect costs that the Contractor deems necessary to secure payment for claims, damages, liabilities, costs, fees, expenses, work supplementation, correction of Work or termination of any other projects whether completed or on-going for which this Subcontractor is performing work and/or providing services for this Contractor. Subcontractor agrees that subtracting and withholding of monies as aforesaid shall not be considered a breach of this Agreement or any other subcontract agreement.

§ 11.7.7 Retainage will be reduced to 5% per Owner / Contractor agreement and when actual funds are paid to Contractor.
See DD&C Addendum attached

§ 11.7.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's application for payment, the Contractor shall provide written notice to the Subcontractor. When the basis for the disapproval has been remedied, the Contractor shall submit the prior disapproved amount to the Owner/Architect on its next application for payment, or if the Contractor has already received payment of the prior disapproved amount by the Owner, the Subcontractor shall be paid the amounts withheld within fifteen (15) days.

§ 11.8 At the time of submission of its applications for payment, Subcontractor, and any of its sub-subcontractors, third-tier subcontractor and material suppliers, shall execute and deliver an original current Partial Release and Waiver of Lien in the attached Waiver of Lien Exhibit, pursuant to Florida Statutes, Chapter 713.

§ 11.9 If the Owner agrees to pay for stored materials, Subcontractor may include stored materials in its requisition upon complying with the Owner's requirements and providing adequate insurance coverage and transferring title to those materials free and clear of all liens. Requisitions shall be submitted as set forth herein. Failure to submit any such requisition on a timely basis may result in the postponement of payment under such requisition until payment on next requisition is due. Subcontractor shall only be entitled to payment in the amount approved by the Contractor and the Architect or Owner with respect to said requisition, and the value of any materials, equipment and Work included in a requisition for payment which is found unacceptable by Contractor or Owner or Architect may be deducted from that or any subsequent requisition.

§ 11.10 Subcontractor shall require each of its lower tier subcontractors, suppliers and vendors to execute a separate Joint Check Agreement at the time of contracting between the Subcontractor and its lower tier subcontractors, suppliers and vendors. The Joint Check Agreement is attached hereto as Exhibit "__." Subcontractor shall provide Contractor a separate Joint Check Agreement executed by the Subcontractor and each individual lower tier subcontractor, supplier and vendor within three days of execution of sub-subcontract, purchase order or agreement with each lower tier subcontractor, supplier and vendor. Contractor, at its discretion, may pay Subcontractor and all lower tier subcontractors, suppliers and vendors pursuant to the terms of the Joint Check Agreement.

§ 11.11 SUBSTANTIAL COMPLETION

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract and the Subcontract Documents, the Contractor shall, upon application by the Subcontractor, make application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, pursuant to and in accordance with Article 11.3, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the terms of this Agreement and in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract and this Agreement for the Subcontractor's Work or a designated portion thereof prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will

reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Subject to the pay-when-paid language below, final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, and the Architect has issued a certificate for payment covering the Subcontractor's completed Work. If, for any cause, which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven (7) working days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.) See attached DOIC addendum

Receipt by the Contractor of payment from the Owner for any and all portions of the Work, whether partial payments, progress payments, final payment or retainage shall be a **STRICT CONDITION PRECEDENT** to any payment for same to the Subcontractor, and Contractor shall only be obligated to make payment for any approved requisition to the extent of payment actually received by the Contractor from the Owner in respect thereof. Subcontractor assumes the risk of non-payment by the Owner. ~~**If the Contractor is not paid by the Owner, then the Contractor does not have to pay the Subcontractor.**~~

§ 12.2 Before issuance of the final payment, the Subcontractor, if required by the Contractor, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied.

§ 12.3 At the time of submission of its final application for payment, Subcontractor and its subcontractors and material suppliers shall execute and deliver, in addition to those items identified in Article 12.2 and the Subcontract Documents, an original executed current Final Release and Waiver of All Liens as required by Florida Statutes Chapter 713.

§ 12.4 The Subcontractor shall obtain and deliver promptly to the Contractor certificates of final inspection of any part of the Work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Contractor shall be a condition precedent to final completion of the Work and Contractor's final payment obligations.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

Type of insurance	**Limits of Liability**
§ 13.1.1 Commercial General Liability:	
General Aggregate	$2,000,000
Products-Comp/OP AGG	$2,000,000
Personal & Adv Injury	$1,000,000
Each Occurrence	$1,000,000

Commercial General Liability coverage shall be written on ISO Occurrence form CG 00 01 1093 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.

Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 2010 (10/93) and CG 20 37 (10/01) or CG 2033 (10.01) or an endorsement providing equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.

§ 13.1.2 Automobile Liability:	
Auto* - Combined Single Limit:	$1,000,000

Business auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Contractor, Owner and all other parties required of the Contractor, shall be included as insureds on the auto policy.

§ 13.1.3 Workers Compensation:

EL Each Accident	$500,000
EL Disease – Policy Limit	$500,000
EL Disease – Each Employee	$500,000

Where applicable, US Longshore and Harbor Workers' Compensation Act Endorsement shall be attached to the policy.

Where applicable, the Maritime Coverage endorsement shall be attached to the policy.

§ 13.1.4 Commercial Umbrella:

Umbrella limits must be at least ~~$5,000,000~~ $3,000,000.00

Umbrella coverage must include as insured's all entities that are additional insureds on the CGL.

§ 13.1.5 Professional Liability: All Subcontractors providing professional services, including but not limited to engineering, surveying, or design services, as part of their subcontract work are required to maintain Professional Liability Insurance with limits of not less than $1,000,000 each occurrence or claim, and $2,000,000 annual aggregate during the course of all Work, and must maintain coverage (or purchase an extended reporting period if coverage is not renewed) for a period of not less than six years following Substantial Completion of the Work or the applicable state statute of repose, whichever is greater. The scope of coverage provided shall encompass the Subcontractors duties, services and obligations as defined in this Agreement and any amendments hereto. A certificate of such liability insurance, including documentation of any applicable deductibles, must be provided prior to the commencement of the Work. If coverage is maintained under a claim made policy, the retroactive date of this policy must be noted on the certificate of insurance and must precede the date of this Agreement. If coverage is cancelled or not renewed or is replaced with a policy with a retroactive date that does not precede the date of this Agreement, the Subcontractor must purchase extended reporting period coverage for the initial policy to apply for a period of not less than six years following Substantial Completion of the Work or the applicable state statute of repose, whichever is greater.

§ 13.1.6 Additional Requirements:

A. NEI General Contracting, Inc. should be named as certificate holder. **Ashley Square Jacksonville, Ltd., and NEI General Contracting, Inc. must be named as additional insured and the project must be properly named as it appears above. Workers are not allowed on site until all insurance required is submitted and approved.**
B. No residential exclusions allowed.
C. Declarations page of policy must be attached to certificate along with additional insured endorsement.
D. See attached sample insurance document which lists all additionally insured required by this Agreement and attached hereto as Exhibit "D". Please ensure that the additionally ensured verbiage is listed exactly as appears on the Sample Certificate.
E. Copy of the insurance policy to be required upon request.
F. Insurance requirements of Prime Contract are herein incorporated and required by this Subcontractor.

§ 13.1.7 Waiver of Subrogation:

To the fullest extent permitted by law, Subcontractor waives all rights against Contractor, Owner and Architect and their agents, officers, directors and employees for recovery damages to the extend these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers' compensation and employer's liability insurance maintained per requirements stated above.

§ 13.2 Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Subcontractor's Work until date of final payment and termination of any coverage required to be maintained after final payment to the Subcontractor.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor with reasonable promptness according to the Subcontractor's information and belief.

§ 13.4 The Contractor shall furnish to the Subcontractor satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.5 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Agreement.

§ 13.6 Performance Bond and Payment Bond:
(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Bond type	Bond amount ($ 0.00)	Bond delivery date	Bond form
NA	NA	NA	NA

§ 13.7 PROPERTY INSURANCE
§ 13.7.1 When requested in writing, and to the extent available to the Contractor, the Contractor shall provide the Subcontractor with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor if the required property insurance policies are not in effect.

§ 13.7.2 If the required property insurance is not in effect for the full value of the Subcontractor's Work, then the Subcontractor shall purchase insurance for the value of the Subcontractor's Work, and the Subcontractor shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.7.3 Property insurance for the Subcontractor's materials and equipment required for the Subcontractor's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.8 WAIVERS OF SUBROGATION
§ 13.8.1 The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor shall require of the Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS
§ 14.1 The Contractor shall furnish and make available to the Subcontractor the temporary facilities, equipment and services at no cost to the Subcontractor as further identified in the Scope of Work attached as Exhibit "A." For all other temporary facilities, equipment and services not identified in Exhibit "A," Subcontractor shall bear the costs as part of its Subcontract Sum.

§ 14.2 Specific working conditions:
(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS
§ 15.1 Where reference is made in this Agreement to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Attendance at all weekly subcontractor meetings is mandatory during periods of work which are affected by this Subcontractor and other subcontractors with whom coordination is necessary. A Foreman capable of making binding decisions must be present at all meetings. Subcontractors will be charged an administrative fee of $200.00 for each subcontractor meeting at which authorized personnel are not in attendance. Subcontractor is required to attend a Project Kick-off Meeting that will be held on site prior to the commencement of its Work. Attendance for this meeting should be by the Subcontractor's project manager, as well as its onsite foreman/superintendent. Additionally, Subcontractor is required to attend weekly Project Meetings on site. Both the onsite manager/foreman and the project manager (or other employee authorized to finalize financial matters) are required to attend.

§ 15.3 The Subcontractor waives claims against the Contractor for consequential damages arising out of or relating to this Agreement, including without limitation, any consequential damages due to termination in accordance with Article 8.

§ 15.4 Subcontractor shall furnish and deliver to the site all available attic stock, extra parts, tools, cabinets, enclosures and materials as required by the Subcontract Documents, Standards and the Work.

§ 15.5 The Subcontractor must be registered to do business and properly licensed to perform the Work in the state in which the Project is located.

§ 15.6 The Subcontractor is responsible for protection of all materials that are being provided by this Subcontractor while on site until the point that said materials have been completely installed. Any costs for replacement or repair of damaged to said materials are the responsibility of this Subcontractor.

§ 15.7 The costs of any arbitration and/or litigation and reasonable attorneys' fees in connection with the same shall be borne by the non-prevailing party.

§ 15.8 Subcontractor agrees and recognizes that any and all other discussions whether written, oral, or otherwise that were discussed and or negotiated prior to this Agreement that pertain to this Agreement have been incorporated into this Agreement by reference and any and all representations and agreements are now fully incorporated within this Agreement and this Agreement now represents the entire agreement of the parties regardless of any and all communications prior to or leading up to this Agreement. Contractor also hereby rejects any invoice, correspondence, communication, email, facsimile, purchase order, slips, tickets or the like purporting to limit warranties, damages or to bind the Contractor to pay interest and/or legal fees and the same shall only be valid if expressly accepted in writing by the Contractor pursuant to the specific terms herein.

§ 15.9 The identification of any act or omission as a default or material breach in this Agreement shall not be construed as limiting the definition and/or applicability of the term "material breach" to only the provisions, acts and/or omissions so identified.

§ 15.10 The failure of the Contractor to insist upon strict adherence to any provision of this Agreement, or to object to any failure to comply with any provision of this Agreement, shall not be a waiver of that provision or preclude enforcement of same.

§ 15.11 The Subcontractor expressly agrees that any claim by the Contractor arising out of this Agreement shall include the Contractor's reasonable attorney's fees incurred in pursuing such claim and that such attorney's fees shall be due and payable to the Contractor upon demand.

§ 15.12 Subcontractor hereby represents and warrants that any individual(s) that the Subcontractor may designate or send to pick up any check(s) shall be deemed an authorized agent of Subcontractor. Subcontractor further represents and warrants that any such individual shall have full authority to act on behalf of and legally bind Subcontractor with respect to this Agreement and to execute any documentation required by this Agreement and/or the Subcontract Documents or reasonably required by Contractor in connection with any payment(s) to be made hereunder. Said documentation includes but shall not be limited to: partial and final releases and/or subordination of lien, dissolutions of lien, and/or waivers of lien (hereinafter collectively referred to for convenience as "Releases"). Subcontractor, by executing this Agreement, does hereby waive any right, claim, counter-claim or defense (hereinafter collectively referred to for convenience as "Defenses") including but not limited to: lack of authority, exercise of dominion or control or other Defenses by Statute, at law and/or in equity arising out of or related to the execution of such Releases by any such individual(s) so designated by Subcontractor.

§ 15.13 To the extent applicable to the Project, Subcontractor is required to complete the section 3 minority reporting as outlined and sample provided in the Agreement exhibits on a weekly basis and turn those forms in at the end of each month. Those forms are to accompany the Subcontractor's requisition for payment. Payment will be withheld until all forms are received by Contractor and are up to date for the entire Project. There are no exceptions to this clause and payments will be withheld until such time as Contractor receives said documentation. These forms must be filled out for every week including weeks in which the Subcontractor is not on site. For weeks that Subcontractor (or any of its subcontractors) are not onsite Subcontractor must mark the form stating "No Work Performed on Site During this Week". Contractor keeps daily manpower records and will be cross referencing these reports to ensure the Subcontractors accuracy in reporting. Any discrepancies in reporting will result in Contractor withholding payments due or to become due Subcontractor.

§ 15.14 To the extent applicable to the Project, Subcontractor shall a) make every reasonable effort to contribute to the 50% MBE cost efforts at no additional cost to the Agreement; b) Comply with all local labor hiring provisions at no additional cost to the Agreement; and c) agree to pay all onsite labor. Any and all fines or penalties for incorrect pay rates will be at the expense of the Subcontractor.

§ 15.15 Subcontractor shall provide and pay for all O&M, operating instructions, training, warranties and guarantees as required by the Contract Documents and Subcontract Documents.

§ 15.16 Subcontractor shall perform all start-up, testing, commissioning and owner training as required by the Subcontract Documents, Standards and the Work.

§ 15.17 Should any provision, or portion thereof, of this Agreement conflict with any law or statute and be deemed as void or unenforceable as a matter of law, it is agreed that only that only such provision, or portion therefor, shall be voided and such a result, if it occurs, shall not affect or invalidate any other provision of this Agreement or the remainder of the provision at issue.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 Exhibits forming part of the Subcontract Documents are as follows:

(List any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's bid or proposal should be listed here only if intended to be part of the Subcontract Documents.)

1. Exhibit "A" General Scope Provisions and Specific Scope of Work
2. Exhibit "B" Index of Drawings and Specifications
3. Exhibit "C" Compliance Requirements
4. Exhibit "D" Sample Certificate of Insurance [Format and verbiage must be copied per Sample]
5. Exhibit "E" IRS Form W-9 [Must be filled out and returned with Agreement]
6. Exhibit "F Subcontractor Information Sheet [**Must be filled out and returned with Agreement**]
7. Exhibit "G" Project Schedule
8. Exhibit "H" Schedule Tasks/Durations and List of Long Lead Items
   [**Must be filled out and returned with Agreement**]
9. Exhibit "I" Schedule of Values [G702 – Subcontractor bill must be on this form]
   [**Must be filled out and returned with Agreement**]
10. Exhibit "J" Change Order Request Form
11. Exhibit "K" Joint Check Agreement
12. Exhibit "L" Second Tier Tracking Report
13. Exhibit "M" Omitted
14. Exhibit "N' Time & Material Slip Format
15. Exhibit "O" Partial and Final Lien Release
16. Exhibit "P" Omitted
17. Exhibit "Q" Compliance Checklist

Exhibit 1 DD&C Framing Addendum JP 6/18/21

Exhibit 2 - Ashley Square Project 3-Month Schedule

IN WITNESS WHEREOF, the parties present have hereunto set their hands and seals, the day and year written above.

DD&C Investment & Construction, Inc.
(Subcontractor)

By: _____ V.P.

Date: 6/2/21

NEI General Contracting, Inc.
(Contractor)

By: _____
Josef F. Rettman, President

Date: 06/22/21

This Agreement may be executed in multiple, identical counterparts, each of which when duly executed shall be deemed an original and all of which shall be construed together as one agreement. Copies, electronic pdf's and/or facsimiles of this Agreement or counterparts, whether signed by hand or by electronic signature, may be used for any lawful purpose as an original

NEI
GENERAL CONTRACTING

Ashley Square Apartments
Jacksonville, FL
20-20-0009
March 09, 2021

EXHIBIT "A" - Rough Carpentry

GENERAL SCOPE PROVISIONS

POLICY PROVISIONS

1. This Agreement is directly contingent upon the execution of a Prime Contract between the Contractor and the Owner for the complete work.

2. Subcontractor acknowledges that it has visited the project site and formulated its own opinions as to how it will perform its work and has not relied upon any statements or representations made by the Contractor or any other party.

SECTION 3 REQUIREMENTS

1. The undersigned hereby warrants and represents that to the greatest extent feasible, when awarding contracts or providing training and/or employment opportunities for activities or projects subject to the requirements of Section 3, will strive to comply with the minimum numerical goals established and attempt to reach the Section 3 minimum numerical goals found at 24 CFR Part 135.30. Section 3 of the Housing and Urban Development Act of 1968[12 U.S.C. 1701u] and 24 CFR Part 135 is HUD's legislative directive for providing preference to low- and very low-income residents of the local community, and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

2. The undersigned also hereby warrants and represents to provide a representative of Florida Housing Finance Corporation with all records, forms or reports to evidence compliance with the Section 3 requirements.

BUILDING MATERIALS SALES TAX REFUND

1. Subcontractor understands that Ashley Square Associates, LLC is eligible for a Building Materials Sales Tax Refund pursuant to Florida Statutes Chapter 212 and agrees to the following:

ok - labor only scope

a. ~~Subcontractor hereby agrees to provide copies of invoices obtained from the vendors from which they purchased the building materials be used for Ashley Square on a monthly basis upon submission of pay request to NEI.~~

b. In the event that Subcontractor made bulk purchases of materials, some of which may not have been used on the project, or, in the event that the sub-contractor accrues use tax to the state in lieu of paying sales tax to building materials vendors, agrees to supply NEI or Strategic Systems, Inc. other information and documentation requested by NEI or Strategic Systems, Inc. to prove to the reasonable satisfaction of the Department of Revenue that sales tax was paid on building materials used for Ashley Square, including, but not limited to, sworn statements identifying the quantity of material used, cost and that sales tax has been paid, accrued, etc.

ACCESS, DELIVERIES, MATERIAL STORAGE

1. Subcontractors that are contracted for the installation of materials provided by the Contractor are responsible for the receipt, the inventory, and acceptance of materials. This Subcontractor shall notify the Contractor in writing within 24 hours if there are any issues with the materials delivered.

Subcontractor has no liability when participating in material receipts, inventory, acceptance of materials, or theft.

Subcontractor is liable for their activities related to unloading/receiving materials.

JR CONTRACTOR
05/21/2021 DATE

____SUBCONTRACTOR
____DATE

NEI
GENERAL CONTRACTING

Ashley Square Apartments
Jacksonville, FL
20-20-0009
March 09, 2021

EXHIBIT "A" - Rough Carpentry

SCHEDULE

1. Subcontractor acknowledges and agrees that this project will start in or about **January 1st, 2021** and run continuously through its completion which is estimated to be about **16 months**. This Subcontractor agrees to man the project as needed and continuously.

Schedules are fluid and subject to revisions throughout the course of construction. Coordination with other trades will be required.

2. The Contractor reserves the right to revise, amend and/or update the project schedule as appropriate during the course of the project and this Subcontractor agrees to be bound by any such changes. Should the Subcontractor, in the sole discretion of the Contractor, fail to keep up with the progress of the Work, then the Subcontractor may be directed by the Contractor to accelerate its Work by working overtime, providing additional personnel, extra crews and/or equipment with no additional compensation to the Subcontractor. Keep

3. This Subcontractor shall work any overtime required to maintain schedule due to delays caused by this subcontractor.

SAFETY

1. Subcontractors are responsible for protection of public and onsite workers when performing work that impedes their access. The Subcontractor will be responsible for delineating the work area at all times by providing an alternate and safe delineated path of egress around work area. Subcontractor is required to submit a written fall protection plan to NEI for second floor work, prior to commencing second floor work.
   With the GC also responsible, and help in coordinating these safety proceedures ok
2. Subcontractors performing work that generates dust or any other activity that can cause a smoke detector to go into alarm shall be responsible for installing covers over these local smoke detectors and removing at the end of each work day.
   ~~When subcontractor is mobilized no other subs are to be working in the courtyard area~~ GC cannot guarantee this
3. **This Project is a 100% PPE Project. Hard Hats and Safety Glasses will be worn at ALL TIMES while on site and 100% Fall Protection will be enforced, per NEI Safety Manual.**
   Safety Rails to be installed around concrete podium slab before subcontractor mobilizes to layout slab. ok

ONSITE OPERATION

GC to provide temp. stairs from ground elevation to top of podium slab ok

1. Work hours onsite shall be ***SINGLE SHIFT*** from 7:00AM through 5:30PM Monday through Friday. Work hours for Saturday's are not allowed without approval. In the event this is required the timing will be approved on an as needed basis. No loud work prior to 8AM

2. As a result of the proximity of the building to the public streets, and the limited available space on site, on-site parking for all Subcontractor employees, visitors, etc. is not available. Subcontractor is responsible for off-site parking and/or shuttling employees to the site.
   Need to be provided 3-4 parking spots within walking distance of the site. ok
3. Subcontractor shall update the record set of field drawings showing actual "As-Built" conditions, locations, elevations and dimensions ON A WEEKLY BASIS.

4. ~~Provide all mobilization and de-mobilization costs to and from the Project Site in as many occurrences as required by the Contractor at no additional cost to the Agreement.~~ ok

5. The Contractor will not have any type of lift, hoist, crane or other equipment onsite for this Subcontractor's use, unless explicitly contained herein. If this Subcontractor requires staging, rigging, hoisting, scaffolding, equipment etc. then all associated costs are the responsibility of this Subcontractor. ok

CONTRACTOR
05/21/202DATE

SUBCONTRACTOR
DATE

EXHIBIT "A" - Rough Carpentry

6. If applicable to this Subcontractor's scope, the Contract Documents or if requested by the Contractor, Subcontractor shall erect mock-ups as it relates to its Work. ~~Removal is only necessary to the extent that the mock-up is not accepted and allowed to remain as a portion of the permanent work.~~ ok

7. If applicable to Subcontractor's Scope of Work or if required by a governing agency, code or statute, Subcontractor shall provide portable fire suppression devices for its Work.

8. ~~If required to complete this Subcontractor's Work, Subcontractor shall furnish and install all joint, acoustical and other sealants and backer rod materials between similar and dissimilar materials.~~ ok

9. ~~If applicable and or a requirement to this Subcontractor's Work, it shall furnish and install any and all temporary and permanent firestopping and/or firesafing materials.~~ ok

10. Certificate of Insurance per Exhibit D, Site Specific Safety Program, MSDS Sheet, and copies of applicable trade licenses shall be submitted and in place prior to commencement of onsite activities.

11. If applicable, all hoisting, hydraulic, etc. licenses need to be submitted for file prior to same operations.

CLEANUP

1. Subcontractor agrees to clean up and organize its tools, materials, equipment and supplies and to clean and remove all rubbish, trash and debris resulting from this subcontractor's work on a ***DAILY BASIS*** to a dumpster provided by the General Contractor.
~~Trash: Lineal Material <4' Panel Material <4'x8'~~

2. Subcontractor acknowledges that the presentation and condition of the project are of the utmost importance to not only this project because potential interference with other trades and safety concerns, but also because of the impact on the reputation of the General Contractor in the industry.
Subcontractor to be given 48 hr notice for specific area that needs clean up. If not addressed then.... ok

3. Subcontractor agrees that the General Contractor ~~may; at its sole discretion,~~ assess the reasonable actual costs of any organization and/or clean up required at the project on account of this subcontractor's activities, perform same and deduct costs associated therewith from monies due or that may become due this subcontractor ~~on this or any other project that this subcontractor is working on for the General Contractor.~~ ok

4. To the fullest extent allowed by Law, if it is this subcontractor's position that another individual or entity, and not this subcontractor, is to blame for a violation of the provisions of this section, it is agreed and understood that the good faith determination of fault and responsibility by the General Contractor shall be final and binding on this subcontractor. keep entire paragraph

5. If another subcontractor(s) product or material is damaged due to this subcontractor's neglect for cleanup it will be replaced and or repaired at the subcontractors' expense.

6. Subcontractor will insure the cleanup ~~and policing~~ of any area(s) of which the Contractor may designate for subcontractors use and or storage ok

JZ CONTRACTOR
05/21/2021 DATE

___SUBCONTRACTOR
___DATE

EXHIBIT "A" - Rough Carpentry

TEMP SERVICES, TESTING & START UP

1. Subcontractor will be allowed to utilize existing receptacles located within the building for temporary electrical power. The existing receptacles are understood to be single phase and are believed to be (but not warranted to be) either 15A or 20A, 120V, single phase receptacles located in common areas on each floor. All GFCI protection and extension cords required for this Subcontractor's work shall be furnished by this Subcontractor. Any power requirements required by this Subcontractor in excess of single phase, 15A or 20A, 120V shall be furnished by this Subcontractor at no additional cost to the Agreement.

2. Temporary non-potable water will be provided by the Contractor at a location to be determined by the Contractor. Any and all temporary connections needed or required including but not limited to hoses, tanks and the like shall be furnished by this Subcontractor.

3. Subcontractor acknowledges that testing of all MEP systems related to this Scope (be it plans, specifications or design build submission) shall comply with industry standards, governing authorities and the Contract Documents. In addition, Subcontractor agrees that it will comply with any and all off-hour testing as may be required by local authorities at no extra cost to this Agreement.

4. The Contractor can request and/or require the Subcontractor to isolate and test specific areas or aspects of the system if the sequence of construction and/or the project schedule dictates a need or necessity to do so. inspect ok

5. Subcontractor shall be responsible for any start-up, testing, balancing, adjusting, commissioning and owner training for equipment and or systems related to this scope based on the Contract Documents, standards, the work, design-build requirements, industry standards.

SPECIFIC SCOPE PROVISIONS

The scope herein is defined for convenience only and is not intended to establish limits of the subcontractor, in all cases the following scope items and contract price shall be considered **furnish and install of all labor, scaffolding and equipment necessary to meet the scope defined by the contract documents** and standards of the work. As an expert in its field this subcontractor explicitly acknowledges, agrees and accepts this scope based upon ~~turnkey work~~ and has ensured that the scope defined by the contract documents, standards and the work is sufficient to complete the work and is in compliance with all Federal, State, local and or other governing jurisdictions, codes, statutes etc.

turnkey rough carpentry labor & equipment

1. Administrative
   a. Base bid should be based on the drawings and specifications through Addendum #3, dated 9/24/20.
   b. It is understood that this scope of work is labor, equipment, & handling. It is this subcontractor's responsibility to include all necessary labor to complete unless clarified below.
   c. All necessary taxes and insurance are included.

EXHIBIT "A" - Rough Carpentry

d. The subcontractor shall submit all product data and criteria in order to conform with the structural performance requirements as per specifications prior to the construction of any rough carpentry assemblies. Nails only ok

e. This subcontractor is responsible for unloading, ~~loading,~~ moving, ~~relocating,~~ lifting, all of its materials that are related to this scope including that provided by others which is to be installed by this Subcontractor. on-site ok

f. Subcontractor agrees to notify GC immediately upon knowledge of any damage that occurs to furnished materials during off-loading, handling, loading into the building and/or storage container(s) onsite, re-handling, un-crating, assembling, mulling, and modifying and installation.

g. ~~Subcontractor shall ensure that materials related to this scope are placed under specified conditions ensuring temperatures and weather conditions are adequate for storing of materials.~~ The Subcontractor shall follow all manufacturer instructions for materials installed. Keep

Coordination with other trades will be required

h. Subcontractor may be required to perform out-of-sequence work on any or all floors at different times or intervals in any building and subcontractor may be required to leave out portions of this work for temporary services and return later to complete the work, come back time will be at no additional cost to the Owner / General Contractor. keep entire paragraph

~~Get entire podium slab ready and we will come in and frame all at once~~

i. Any rolling scaffolding shall have protective padding installed to prevent damage to adjacent finishes.

j. This subcontractor is responsible to turnover a ~~broom swept and vacuumed~~ Rake ok area DAILY when work is complete. Broom Swept weekly ok Once completed GC to walk within 1 hr ok

k. Subcontractor will be responsible for transporting debris to dumpsters on a daily basis and at completion. Trash chutes will be supplied by the GC. on-site ok

2. Performance of the Work

a. Subcontractor shall ensure that all screws and nails are firmly driven into framing members per the contract documents if nothing is shown then fastening should be per the manufacturer's recommendations.

b. Any fasteners that miss framing members shall be removed and replaced immediately.

c. Furnish and install any expansion joints, control joints, isolation strips, accessories and appurtenances if required. keep this sentence

d. If this subcontractor removes any materials to facilitate its work any and all materials must be replaced ensuring they are re-installed in accordance with manufacturers' instructions, contract documents and industry standards. Any materials damaged in the course of delivery, ok unloading, ~~removing or reinstalling~~ shall be repaired/replaced by this Subcontractor at no ok additional cost to the Contractor.

e. Install all work plumb, level, straight and true. Secure all work to grounds and blocking so as to be rigid throughout. Fit and scribe work adjoining other finish material with care so as not to injure any exposed surfaces. Scribe all materials as required to fit all adjacent irregular surfaces. ~~Fabricate and ship all items long and loose to be fit in the field.~~ Provide filler pieces ok as required at all adjacent surface.

JZ CONTRACTOR
05/21/2021 DATE

____SUBCONTRACTOR
____DATE

EXHIBIT "A" - Rough Carpentry

f. Subcontractor acknowledges that cutting of materials will not be allowed in substantially completed rooms. All cutting will be required to take place outside of the building or a location designated by the GC. ~~All saws must be equipped with dust collection systems. Any subcontractors found to be violating this condition will be responsible for the clean-up associated.~~ No material shall be cut in a finished area once the carpet is installed. ok

g. ~~Subcontractor performing material installations or repairs that take place after flooring is installed will be required to utilize drop cloths for cleanliness purposes.~~ ok

h. Roof curb framing will be completed by this Subcontractor. Subcontractor is responsible for coordinating all roof curb locations and requirements with the MEP subcontractors.

Not responsible for getting MEP submittals. Upon 48 hr notice MEP subs to layout locations and requirements with DD&C onsite superintendent. DD&C not responsible for any materials damaged for any incorrect locations or requirements given by MEP's that DD&C performed.

3. Rough Carpentry ok

a. Install all materials including, but not limited to, studs, posts & other dimensional lumber, engineered wood products, shear wall panels, ~~doors & window bucks~~, wood blocking & nailers, ~~wood furring & grounds~~, wood sleepers, plywood backing panels, wall & roof sheathing, floor decking, joists, rafters, bracing materials, fasteners, tie down anchors, and any other items necessary for the complete installation of the rough carpentry. ok (shouldn't need any) ok (shouldn't need any)

b. Include wall framing per wall types shown and described on G201.

c. The stud spacing at all non-loadbearing walls is to be 24" on-center.

d. Include wood canopy framing per Detail 6/S501

e. Include wood framing at hallway arches per Detail 1/A891.

f. Provide roof joist framing at the elevator shaft per Section 7/S501 and the Conventional Framing Schedule 7/S601.

g. QuickTie system may be used in lieu of Simpson hardware system throughout. **Provide add alternate to provide Simpson hardware system throughout.**

h. Exterior load bearing walls at the residential floors are to be per 1-hour rated per UL-U356.

i. Interior load bearing walls at the residential floors are to be per 1-hour rated per UL-U305.

j. Install laminated veneer lumber beams at headers where scheduled per 8/S601.

k. Install Parallel-Strand Lumber beams at platform framing per 11/S401.

l. Install shearwalls at the 1st, 2nd, 3rd & 4th levels per the layout provided in Sheet S104. Assuming 7/16" OSB shear walls at party walls be installed in between the 2 walls? TBD

m. Install sheathing at walls, shearwalls, roofs, floors and canopies per the Sheathing Requirements 1/S603.

Assuming all 7/16" OSB shear walls at corridor walls installed as framing goes vertical and before MEP's start rough in ok

n. Install OSB draftstopping where indicated.

4. Wood Truss Installation

a. Wood Trusses will be supplied by others. ~~**Provide add alternate to include:**~~

b. Furnish all labor, supervision, materials, tools and equipment necessary for, or incidental to installation of the shop fabricated wood truss systems as shown on the contract drawings and/or specified, including all installation materials/accessories and installation of temporary ok

EXHIBIT "A" - Rough Carpentry

and permanent bracing, bridging or blocking necessary for the proper erection, assembly, supporting and anchoring of the roof, floor, and girder trusses.

c. Fasteners (i.e. screws/anchorage) for hardware, truss to truss & truss to structure connections are the responsibility of this Subcontractor. Truss to concrete or steel need proper holes drilled for instalation of ledgers, plates, or hangers ok

d. Install continuous plates, connection angles, clip angles and associated fasteners where shown on structural drawings.

e. ~~Truss erector~~ Subcontractor is responsible for off-loading, including any damage resulting from off-loading. Materials must be off loaded within ~~one~~ two hour from the time of arrival to the job site. ~~Additional time charged will be the responsibility of this subcontractor.~~ ok ok

f. Truss erector is responsible for support off ground & protection of trusses. During hours of operation set forth on page 2 of 9. ok

g. Install wood trusses only after supporting construction is in place and is braced and secured.

h. If trusses are delivered to Project site in more than one piece, assemble trusses before installing. Keep this sentence.

i. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.

j. Install and brace trusses according to TPI recommendations manufacturer, and as indicated

k. Install trusses plumb, square, and true to line and securely fasten to supporting construction.

l. Space trusses as indicated or designed; adjust and align trusses in location before permanently fastening. MEP subs are responsible for walking the trusses and signing off before decking is installed ok

m. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in metal framing anchors according to manufacturer's fastening schedules and written instructions.

n. Securely connect each truss ply required for forming built-up girder trusses. Anchor trusses to girder trusses as indicated.

o. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.

p. Install and fasten strongback bracing vertically against vertical web of parallel-chord floor trusses at centers indicated. Not responsible for repairs of strongbacks or trusses that MEP's damaged ok

q. Install wood trusses within installation tolerances in TPI 1.

r. Do not alter trusses in field. Do not cut, drill, notch, or remove truss members.

s. ~~Replace wood trusses that are damaged or do not meet requirements.~~ Damaged trusses may be repaired according to truss repair details signed and sealed by the qualified professional engineer responsible for truss design, when approved by Architect. ok

If at no fault of subcontractor cost of repairs will be addressed at the time of request and change order issued before work commences.

5. Exclusions: ok

a. Metal stud framing.

JZ CONTRACTOR

05/21/2021 DATE

____SUBCONTRACTOR

____DATE

NEI
GENERAL CONTRACTING

Ashley Square Apartments
Jacksonville, FL
20-20-0009
March 09, 2021

EXHIBIT "A" - Rough Carpentry

b. Fire retardant treated wood (includes code-minimum fire rating only).

c. Roof related nailers, cants, and blocking

d. Interior standing and running trim.

e. Interior frames and jambs.

f. Interior ornamental work.

g. Rooftop equipment bases and support curbs.

h. Wood shelving.

BREAK-OUT PRICING:

NOTE: all break-out pricing items are included in your base scope/base contract amount.

The following quantities are provided as a convenience, it is the subcontractor's responsibility to confirm all quantities provided. Please add any items revised in each Addenda that are not listed below.

		QTY	TOTAL
1.	ADDENDUM #1 REVISIONS		
	a. New Wood Framed Canopies	1,534 sf	$ $4,602.00
	b. Fascia Boards at Canopies - 2x12	467 lf	$ $467.00
	c. Fascia Boards at Canopies - 2x4	467 lf	$ $467.00
	d. Added Shearwalls	5,417 sf	$ $2708.50
2.	ADDENDUM #2 REVISIONS		
	a.		$
	b.		$
3.	ADDENDUM #3 REVISIONS		
	a.		$
	b.		$

99,164 SF @$6.50

TOTAL PROPOSED CONTRACT AMOUNT: $ $644,572.50 + Addendum #1 = $652,817.00

CONTRACTOR
05/21/2021
DATE

SUBCONTRACTOR
DATE

NEI
GENERAL CONTRACTING

Ashley Square Apartments
Jacksonville, FL
20-20-0009
March 09, 2021

EXHIBIT "A" - Rough Carpentry

ALTERNATES:
Should NEI elect to select one or more of the following Additions or Deletions, it is agreed that said amounts can be either added or removed, at any time by NEI at its sole election throughout the duration of the project or as applicable. These are turn-key prices and install all markup, fee and/or profit.

a.	Provide add alternate to supply wood trusses.	**ADD**	$ N/A
b.	Add to provide fire retardant treated wood blocking and concealed lumber.	**ADD**	$ N/A
c.	Provide add alternate to provide Simpson hardware system throughout.	**ADD**	$ N/A
d.	Window installation	**ADD**	$ N/A
e.	Furnish and install safety rails for roofing, mechanical work & window install.	**ADD**	$ N/A
f.	Supply & Install weather resistive barriers at all exterior sheathing – Tyvek Commercial Wrap D.	**ADD**	$ N/A
g.	Deduct if GC supplies the crane.	**DEDUCT**	$ N/A

HOURLY RATES (WAGE RATES):
Please list your specific trade description and provide the associated hourly rate fully loaded for each respective trade, i.e. foreman, carpenter, mechanic, laborer, etc. ***These rates should INCLUDE all mark up for profit, overhead etc. NO additional markup will be allowed on change orders once these rates are agreed on.*** *Once approved, these rates shall be incorporated into the subcontract should your firm be awarded the project and shall remain unchanged for the duration of the project.*

Trade classification	Wage Rates (fully loaded)
Foreman	$ $60.00 per Hour
Carpenter	$ $60.00 per Hour
Finisher	$ $60.00 per Hour
Laborer	$ $60.00 per Hour
_____	$ _____ per Hour

Bid submitted by: Madison T. West Date: 5/21/2021

Company Name: DD&C Investment & Construction Inc.

Print Name: Madison T. West

Title: VP

Tel: _____ Fax: _____

E-Mail: madisonw@ddandcinc.com Cell: 864-723-3898

JZ CONTRACTOR

05/21/2021 DATE

____SUBCONTRACTOR

____DATE

DD&C Investment & Const. Co.
Framing Addendum

EXHIBIT 1

Re: Ashley Square
NEI Construction

RECITALS

DD&C Investment and Construction Group, Inc., ("DD&C") has offered to provided labor for wood framing , at the Project known as "Ashley Square" as set forth in the general requirements and scope of work agreed to by DD&C and the NEI Construction, LLC (the "GC"), and for the Estimated Contract Price of $652,817.00, as described below, and within the time period set forth in the contract between DD&C and the GC. And,

WHEREAS, DD&C is in the business of providing labor for framing of large and multi-unit projects, and

WHEREAS, the trade of framing is unique from other trades in the speed with which it must be performed and the volume of materials that must be provided; and

THERFORE, this Framing Addendum shall be attached to, and its terms incorporated within, the contract between DD&C and GC.

TERMS & CONDITIONS

Incorporating the recitals above, DD&C's offer and commitment to perform is upon the following terms and conditions:

I. Estimated Contract Price Explained

A. The Estimated Contract Price is based on the Plans provided as of this date.

The estimated contract price is based upon the plans, drawings and specifications provided to DD&C which are listed below as of the _____ day of _____, 2021. Any modifications or changes to the plans made after the date shall be outside the scope of work contemplated for DD&C.

Plans/Specs Provided:

Listed in Exhibit "B"

EXHIBIT 1

Re: Ashley Square
NEI Construction

B. The Estimated Contract Price

The estimated contract price of $652,817.00, consists of $652,817.00 for labor.

Total Labor: $ 652,817.00

ESTIMATED TOTAL LABOR: $ 652,817.00

II. Invoicing, Progress Payment, and withholding of Retainage.

A. Labor will be Invoiced and Retainage of **10%** held on labor only.

1. Labor – Request for payment on Labor shall be submitted by DD&C every two (2) weeks and shall be paid by GC within seven (7) days less retainage of 10%.

III. CG Shall Conduct Quality Control Inspections Prior to other Trades

It is typical that the trades of Mechanical, Electrical, or Plumbing ("MEPs") will commence work after framing is completed. It is not uncommon in the construction industry that in performing there work the MEP trades might alter or damage certain framing components. If DD&C is required to perform its work simultaneous to or required to utilize manpower and time to repair damage caused by other trades it substantially impairs DD&C's ability to timely complete its work in accordance with the contract. Therefore, to ensure DD&C's work is proper and complete, and to avoid unnecessary delays in framing, it is necessary that the GC perform all quality control inspections of the framing and approve DD&C's work in a given area/section/building before that area/section/building is opened to MEPs or other trades.

A. GC shall inspect within 48 hours of request by DD&C

Upon completing the framing of any area/section/building DD&C shall request the GC Conduct a Quality Control Inspection of the area/section/building and the GC shall issue DD&C written approval of all framing work in that area/section/building before the GC permits other trades to being work in that area/section/building.

B. Failure or Refusal to Inspect and/or Approve.

EXHIBIT 1

Re: Ashley Square
NEI Construction

DD&C reserves the right to stop work if the GC fails to timely conduct a requested Quality Control Inspection and/or until the GC issues written approval of all framing work in the relevant area/section/building.

DD&C's work shall be deemed approved by the GC if: (1) the GC fails or refuses to timely conduct a Quality Control Inspection after requested, or (2) if after a Quality Control Inspection the GC fails or refuses to issue either a written notice of deficiency or a written approval of the framing work within twenty-four (24) hours; or (3) if the GC permits MEPs or other trades to commence work in a given area/section/building.

IV. Schedule for the Release of Retainage

Framing is unique from many finish trades in that it is performed early in the construction process and is often completed well before a certificate of occupancy has been issued. As a result, it is not uncommon that the mechanic's lien rights and protections enjoyed by many other trades have often expired as to the framing contractor long before the project is completed. Therefore, and for the purpose of release of retainage and final payment, DD&C's scope of work shall be that DD&C is entitled to release of retainage as follows:

A. Retainage to be released in two stages.

   1. Stage One: Half (50%) of all retainage held on any area/section/building shall be released upon the earlier of (i) the time at which the process of installing drywall in that area/section/building has started, or (ii) if the installation of drywall is delayed through no fault of DD&C, then thirty (30) days after the date on which drywall installation was to commence in that area/section/building under the original schedule provided by the GC; and

   2. Stage Two: The balance of any retainage held on any area/section/building shall be released upon the earlier of (i) the time at which the installing interior doors in that area/section/building has stared, or (ii) if the installation of interior doors is delayed through no fault of DD&C, then thirty (30) days after the date on which interior door installation was to commence in that area/section/building under the original schedule provided by the GC.

B. Retainage will be released within seven (7) days of DD&C submitting request for the release of retainage.

C. In the event the GC proposes to withhold funds from the retainage for back-charges, the GC shall release all undisputed retainage amounts.

V. Extensions of time and Costs of Remobilization in the event of Delay

Due to the unique nature of its work and the coordinated supply-chain logistics involved, it is a material condition of DD&C's ability to perform that it is able to maintain a consistent labor force and continuous supply of materials and delays often required remobilization of labor and materials.

A. Delays of three (3) or more business days.

6/18/21

If, for any reason that is not DD&C's fault, DD&C is required to stop work or reduce its workforce ~~by more than 50%~~ to Zero for three (3) or more consecutive business days, then DD&C shall be entitled to adjustment of the contract time equal to 150% of the length of time it was required to stop work or reduce its workforce.

06/16/2021

B. Delays of seven (7) or more business days

If, for any reason that is not DD&C's fault, DD&C is required to stop work or reduce its workforce ~~by more than 50%~~ to zero for seven (7) or more consecutive business days, then DD&C shall be entitled to stop all work on the project and shall not be required to return unless DD&C and the GC agree separately in writing. That writing to reflect any adjustment to the contract time or price.

06/16/2021

VI. Miscellaneous

6/18/21

DD&C's scope of work and the estimated contract price contained herein, is limited to and shall apply on to BUILDING B

EXHIBIT 2 - Ashley Square Project 3-Month Schedule

NEI GENERAL CONTRACTING

Project Superintendent: *Mickey Fattorosi*
Project Manager: *Jon Defaria*
Project Ex: *Wendell Orton*
Project # 20-20-0009

Ashley Square Apartments, Jacksonville, Fl.

SCHEDULE DRIVING DATE: 6/14/2021
Issued: 6/17/2021
6/14/21 to 9/12/21 # 22

ON SCHEDULE: S
BEHIND SCHEDULE: B
Back-Up Date: BU
Concrete Pour Date: S

SUB	ACTIVITY	MON 6/14	TUE 6/15	WED 6/16	THU 6/17	FRI 6/18	SAT 6/19	SUN 6/20	MON 6/21	TUE 6/22	WED 6/23	THU 6/24	FRI 6/25	SAT 6/26	SUN 6/27	MON 6/28	TUE 6/29	WED 6/30	THU 7/1	FRI 7/2	SAT 7/3	SUN 7/4	MON 7/5	TUE 7/6	WED 7/7	THU 7/8	FRI 7/9	SAT 7/10	SUN 7/11	MON 7/12	TUE 7/13	WED 7/14	THU 7/15	FRI 7/16	SAT 7/17	SUN 7/18
Genesis	Compete All Final P/T Shoring & forms	S	S							S																								
DD&C Framing	Layout on P/T Forms - Ashley & Beaver Streets	S	S	S	S																													
Owen Electric	First Electrical Layout and Rough in Ashley Street	S	S	S																														
Billone Mechanical	Plumbing Layout and Rough in Ashley Street		S	S	S																													
DD&C Framing	Install Hold-Downs Ashley & Beaver Streets P/T Forms		S	S	S	S																												
Genesis/ECS	Stress Cables, Pour #1		S																															
Genesis	Bottom Steel Ashley Street Side			S	S																													
Owen Electric	Final Rough in P/T Over Bottom Steel Ashley Side				S	S			S																									
Genesis/ECS	First P/T Pour Re-Lift					S																												
EOR	Sign off on Re-Lft ASAP					S			S																									
Genesis	P/T Cables & Top Steel Ashley Street Side					S			S																									
Genesis	Bottom Steel Beaver Street Side					S			S	S																								
Owen Electric	First Electrical Layout and Rough in Beaver Street Side					S			S	S																								
Billone Mechanical	Plumbing Layout and Rough in Beaver Street Side					S			S	S																								
Genesis	Pour Stair Tower #2/Strip Forms						S		S																									
DD&C Framing	Verify Hold-Downs Prior to Pour								S			S																						
Genesis	P/T Concrete Pour Ashley Street Side									S	BU																							
Owen Electric	Final Rough in P/T Over Bottom Steel Beaver Side									S	S	S																						
Genesis	P/T Cables & Top Steel Beaver Street Side									S	S	S																						
Coast Utilities	Install Flat Top for Vault											S																						
MSC / Coast Utilities	Domestic Water Tie-in To Building											S	S			S																		
MSC / Coast Utilities	Fire Water Tie-in To Building											S	S			S																		
Genesis	P/T Concrete Pour Beaver Street Side												S			BU																		
Bridgewell Supplier	Lumber Package Deliveries - DD&C to Receive															S	S	S	S							S	S						S	
Genesis	Strip all P/T Perimeter forms																S	S																
Genesis	Grout Verticle PVC Pipe Slab Isolators																		S	S			S											
Randal Pre-Cast	Elevator Shaft Installation									S									B	B														
Randal Pre-Cast	Stair Well #1 Installation																		B	B														
Randal Pre-Cast	Pre-Fabricated Stair Installation																						B	B										
Genesis	Remove all Shoring & Forms Basment After EOR Approval																						S	S	S	S	S							
DD&C Framing	Stick Framing - 1st Residential Floor																							S	S	S	S			S	S	S	S	
Ridgway	Supply Floor Trusses - DD&C to Receive																							S	S								S	
Genesis	Rough Grade Underground Parking area																										S			S				
Owen Electric	Trench, install Conduits to Electric room,Basement Parking																														S	S		
Billone Mechanical	Trench, Install Storm water tie in pipes in Basment Parking																														S	S	S	S
DD&C Framing	Stick Framing - 2nd Residential Floor																																	
DD&C Framing	Stick Framing - 3rd Residential Floor																																	
DD&C Framing	Stick Framing - 4th Residential Floor & Roof																																	
DD&C Framing	Stick Framing - Punch																																	

1 2 3 4 5

NEI GENERAL CONTRACTING

Project Superintendent: *Mickey Fattorosi*
Project Manager: *Jon Defaria*
Project Ex: *Wendell Orton*
Project # 20-20-0009

SUB	ACTIVITY	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN
		7/19	7/20	7/21	7/22	7/23	7/24	7/25	7/26	7/27	7/28	7/29	7/30	7/31	8/1	8/2	8/3	8/4	8/5	8/6	8/7	8/8	8/9	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17	8/18	8/19	8/20	8/21	8/22
Genesis	Compete All Final P/T Shoring & forms																																			
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Billone Mechanical	Plumbing Layout and Rough in Beaver Street Side																																			
Genesis	Pour Stair Tower #2/Strip Forms																																			
DD&C Framing	Verify Hold-Downs Prior to Pour																																			
Genesis	P/T Concrete Pour Ashley Street Side																																			
Owen Electric	Final Rough in P/T Over Bottom Steel Beaver Side																																			
Genesis	P/T Cables & Top Steel Beaver Street Side																																			
Coast Utilities	Install Flat Top for Vault																																			
MSC / Coast Utilities	Domestic Water Tie-in To Building																																			
MSC / Coast Utilities	Fire Water Tie-in To Building																																			
Genesis	P/T Concrete Pour Beaver Street Side																																			
Bridgewell Supplier	Lumber Package Deliveries - DD&C to Receive	S							S	S	S	S	S																							
Genesis	Strip all P/T Perimeter forms																																			
Genesis	Grout Verticle PVC Pipe Slab Isolators																																			
Randal Pre-Cast	Elevator Shaft Installation																																			
Randal Pre-Cast	Stair Well #1 Installation																																			
Randal Pre-Cast	Pre-Fabricated Stair Installation																																			
Genesis	Remove all Shoring & Forms Basment After EOR Approval																																			
DD&C Framing	Stick Framing - 1st Residential Floor	S																																		
Ridgway	Supply Floor Trusses - DD&C to Receive	S								S	S												S	S												
Genesis	Rough Grade Underground Parking area																																			
Owen Electric	Trench, install Conduits to Electric room,Basement Parking																																			
Billone Mechanical	Trench, Install Storm water tie in pipes in Basment Parking	S	S	S																																
DD&C Framing	Stick Framing - 2nd Residential Floor		S	S	S	S			S	S	S	S	S			S																				
DD&C Framing	Stick Framing - 3rd Residential Floor																S	S	S	S			S	S	S	S	S			S						
DD&C Framing	Stick Framing - 4th Residential Floor & Roof																														S	S	S	S		
DD&C Framing	Stick Framing - Punch																																			
		1							2							3							4							5						

NEI GENERAL CONTRACTING

Project Superintendent: *Mickey Fattorosi*
Project Manager: *Jon Defaria*
Project Ex: *Wendell Orton*
Project # 20-20-0009

NEI GENERAL CONTRACTING

3-MONTH LOOK AHEAD

SUB	ACTIVITY	MON 8/23	TUE 8/24	WED 8/25	THU 8/26	FRI 8/27	SAT 8/28	SUN 8/29	MON 8/30	TUE 8/31	WED 9/1	THU 9/2	FRI 9/3	SAT 9/4	SUN 9/5	MON 9/6	TUE 9/7	WED 9/8	THU 9/9	FRI 9/10	SAT 9/11	SUN 9/12	NOTES
Genesis	Compete All Final P/T Shoring & forms																						
DD&C Framing	Layout on P/T Forms - Ashley & Beaver Streets																						
Owen Electric	First Electrical Layout and Rough in Ashley Street																						
Billone Mechanical	Plumbing Layout and Rough in Ashley Street																						
DD&C Framing	Install Hold-Downs Ashley & Beaver Streets P/T Forms																						
Genesis/ECS	Stress Cables, Pour #1																						
Genesis	Bottom Steel Ashley Street Side																						
Owen Electric	Final Rough in P/T Over Bottom Steel Ashley Side																						
Genesis/ECS	First P/T Pour Re-Lift																						
EOR	Sign off on Re-Lft ASAP																						
Genesis	P/T Cables & Top Steel Ashley Street Side																						
Genesis	Bottom Steel Beaver Street Side																						
Owen Electric	First Electrical Layout and Rough in Beaver Street Side																						
Billone Mechanical	Plumbing Layout and Rough in Beaver Street Side																						
Genesis	Pour Stair Tower #2/Strip Forms																						
DD&C Framing	Verify Hold-Downs Prior to Pour																						
Genesis	P/T Concrete Pour Ashley Street Side																						
Owen Electric	Final Rough in P/T Over Bottom Steel Beaver Side																						
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MSC / Coast Utilities	Fire Water Tie-in To Building																						
Genesis	P/T Concrete Pour Beaver Street Side																						
Bridgewell Supplier	Lumber Package Deliveries - DD&C to Receive																						
Genesis	Strip all P/T Perimeter forms																						
Genesis	Grout Verticle PVC Pipe Slab Isolators																						
Randal Pre-Cast	Elevator Shaft Installation																						
Randal Pre-Cast	Stair Well #1 Installation																						
Randal Pre-Cast	Pre-Fabricated Stair Installation																						
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Owen Electric	Trench, Install Conduits to Electric room,Basement Parking																						
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DD&C Framing	Stick Framing - 2nd Residential Floor																						
DD&C Framing	Stick Framing - 3rd Residential Floor																						
DD&C Framing	Stick Framing - 4th Residential Floor & Roof	S	S	S	S	S			S														
DD&C Framing	Stick Framing - Punch									S	S	S	S			S	S	S	S	S			
		11							12							13							

9

NEI General Contracting, Inc.
2707 Rew Circle
Ocoee, FL 34761

PURCHASE ORDER

This Purchase Order Agreement ("Agreement") is made this 16th day of **March** in the year **2021**, by and between NEI General Contracting, Inc. ("Contractor") and ~~**Bridgewell Resources Holdings LLC dba**~~ **Bridgewell Resources LLC** ("Supplier") (collectively the "Parties"), wherein Supplier agrees to furnish certain goods and services including but not limited to the fabrication, assembly, manufacturing, transportation and delivery all materials, assemblies, equipment, appliances (hereinafter collectively referred to for convenience as "Materials") for the construction of the Project.

PO#: **20-20-0009-BRID**
Please include the P.O. number on all invoices.

RW, Supplier Contractor

TO: ~~**Bridgewell Resources Holdings LLC dba**~~ **Bridgewell Resources LLC – Randy Williams**
2502 C Jerry Jones Drive, Suite I
Valdosta, GA 31602
The "Supplier"

PROJECT:
Ashley Square
127 Ashley Street
Jacksonville, FL 32202
The "Project"

SHIP TO ADDRESS:
Ashley Square
127 Ashley Street
Jacksonville, FL 32202

DESCRIPTION:

Fabricate, and deliver to job a complete lumber package, complete framing hardware package, complete sheathing and decking package, and a complete structural hardware package per Bridgewell's Quote, attached hereto and made part of this agreement as Exhibit "1" and per plans and specifications as outlined in the attached Exhibit "2"

BREAKDOWN OF COSTS:

06-0100 Lumber and Hardware - Supplier $1,155,000.00 ~~**$1,135,000.00**~~ RW, Supplier Contractor

~~Supplier agrees that this Agreement includes all labor, material, incidental and other costs associated with all field measuring and templating (hereinafter collectively referred to for convenience as "Field Measuring") required for all Materials to be furnished hereunder. Supplier agrees to perform all Field Measuring in accordance with the Contractor's schedule and directions from Contractor's staff.~~ Supplier further agrees that this Agreement includes all labor, material, incidental and other costs associated with Supplier providing Contractor with ten (10) copies of all submittals, shop-drawings, samples and SDS sheets (hereinafter collectively referred to for convenience as "Submittals") or such quantity as required by the Contract Documents (whichever is greater) for all Submittals provided hereunder. Supplier agrees to provide all mock-ups as required by the Contract Documents as part of this agreement.

Supplier Contractor

Total Cost Including taxes and freight as applicable:

One million one hundred thirty-five thousand and 00/100 Dollars (~~$1,135,000.00~~) $1,155,000.00 RW, Supplier Contractor

The Parties hereto agree that this is a LUMP SUM Agreement not to exceed the above-stated amount and all pricing shall remain unchanged for the duration of the Project. Any change or modification to this Agreement must be in writing and signed by Contractor and Supplier. Any change or modification not effectuated in this manner shall be void and have no force or effect. Failure of the Contractor to insist upon strict adherence to any provision contained herein, or failure to object to any failure to comply with any provision contained herein shall not be a waiver of that provision or preclude enforcement of same.

RW

GENERAL PROVISIONS:

1. This Agreement is not Tax Exempt and all taxes for materials must be included as part of this agreement and are the responsibility of the vendor.

2. This Agreement represents the entire and integrated Agreement between the Contractor and Supplier and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by a written instrument executed by both parties to this agreement.

3. All pricing contained herein shall remain unchanged for the duration of the project. The supplier agrees that the supplier shall have no claim for any additional costs, direct or indirect with respect to any commodities, price escalation, transportation and fuel costs that the supplier may incur throughout the duration of this agreement.

4. Supplier must provide proof of General Liability and Workers' Compensation Insurance prior to delivery of product on site. ~~Sample certificate available on Procore~~. See attached Bridgewell Resources LLC sample COI. RW / _____ Supplier Contractor

5. Send all correspondence to the Project Manager, Jon Dafaria at the address noted above or via e-mail to jdafaria@neigc.com

6. Contact the Project Superintendent, Daniel D'Orval at 407-201-0594 to coordinate deliveries.

7. Delivery Date: Supplier agrees that TIME IS OF THE ESSENCE with respect to this Agreement. Accordingly, Supplier agrees to meet Contractor's schedule and any amendment thereto which are incorporated herein by reference.

8. All Products and Deliveries are to be furnished and made in accordance with all of the Project plans, specifications and Owner/General Contractor Contract including but not limited to all General and Supplementary General Conditions, alternates and addenda (hereinafter collectively referred to for convenience as the "Contract Documents") on the Project all of which are incorporated herein by reference. Supplier acknowledges and agrees that the Contract Documents are not limited to specific plans and specifications customary to this Supplier.

9. All Deliveries are FOB to the Project Site.

10. **Payments.** Supplier shall submit invoices (along with all supporting documentation including but not limited to signed delivery tickets, bills of lading and other information reasonably required to substantiate any amount requested in any invoice) for Materials delivered to the Project to the Contractor no later than the 20th day of each Month (and in the event the 20th falls on a weekend or holiday, shall be submitted before said weekend or holiday). Provided a proper and approved invoice has been received and all Materials invoiced for are received, and conform to this Agreement and the Contract Documents, Contractor shall make payment to Supplier on approved invoices, no retainage withheld, within 7 days of Owner's payment to Contractor within the month following the pay period in which the Supplier's materials were delivered. Supplier expressly agrees that Contractor's receipt of current partial and/or final lien releases from Supplier, and anyone serving a Notice to Owner under Supplier, shall in each instance be a condition precedent to Contractor's obligation to make payments hereunder. Furthermore, and to the fullest extent permitted by law, Supplier also expressly agrees that Contractor's receipt of all Close-Out Documents including but not limited to all Warranties, Guarantees, Attic Stock, Spare parts and/or tools, and Operation and Maintenance Manuals, shall be a condition precedent to Contractor's obligation to make final payment hereunder.

11. Contractor reserves the right to issue payment in the form of Joint Check between the Supplier/Vendor, or any sub-supplier or sub-vendor. Supplier agrees to sign a Joint Check Agreement upon request by Contractor. In addition, if Supplier is found to be past due on any project related supplier invoices Contractor reserves the right to joint check and pay any past due invoices and Supplier agrees to comply with this provision and to sign joint checks as required to pay past due supplier balances. Supplier also agrees to contact any sub-suppliers and inform sub-suppliers to release any and all invoicing information related to their work on project to Contractor

12. Any change requested by either of the Parties hereto shall only be valid if effectuated in a signed memorandum executed by both Parties.

13. Notice by either Party to the other as to any disputes arising out of or related to this Agreement shall be made in writing and no later than seven (7) calendar days after the event out of which such dispute arises.

RW

14. Any provision in any invoice, delivery ticket or other documentation presented by Supplier purporting to limit warranties, allow for the recovery and/or assessment of consequential damages or to bind the Contractor to pay interest and/or legal fees shall be valid only if each such provision is expressly accepted in writing by the Contractor. Accordingly, this paragraph will be deemed to supersede any such document, including those arising after the execution of this Agreement.

15. ~~Supplier shall not assign this Agreement without the written consent of the Contractor. The foregoing notwithstanding, and to the fullest extent permitted by law, Contractor may assign this Agreement in whole or in part at its sole discretion at any time without written notice to the Supplier and the Supplier agrees to perform its obligations hereunder in accordance with such assignment, which Supplier shall confirm same in writing to assignee upon request, and Supplier releases Contractor from any claims that Supplier from such assignee.~~

RW / _____
Supplier Contractor

16. Contractor may, upon seven (7) calendar day's prior written notice, terminate this Agreement either for cause or for its convenience at any time. To the fullest extent permitted by law, Supplier hereby agrees that it shall have no claim whatsoever for any direct or consequential damages arising out of or related to this Agreement, including but not limited to loss of anticipated profit, re-stocking fees, return, transportation and other fees, or from Contractor exercising its right to terminate this Agreement as aforesaid. Supplier further agrees that its sole remedy for damages shall be based on the sum earned by and due to Supplier under this Purchase Order through the date of notice of such termination, and subject to back charge, set-offs or claims of Contractor.

17. The Supplier shall not assign this Agreement without the written consent of the Contractor. Notwithstanding the foregoing, and to the fullest extent permitted by law, it is agreed and understood that the Contractor may assign this Agreement in whole or in part at its sole discretion at any time without written notice to the Supplier and that the Supplier agrees to perform its obligations under this Agreement in accordance with such assignment and the Supplier shall confirm same in writing to the assignee upon request.

18. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Florida.

19. The parties hereto agree that the exclusive venue for the enforcement of or for any disputes arising from this Agreement shall be in Orange County, Florida.

20. ~~This Agreement is contingent upon the execution of a General Contract between the Contractor and the Owner for the complete the Project.~~

RW / _____
Supplier Contractor

21. If any provision of this Agreement is determined to conflict with any law or be held void or unenforceable, the remaining provisions shall remain binding and in full force and effect.

22. This Agreement may be executed in multiple counterparts, each of which will be deemed an original; moreover, faxed signatures and similar transmissions of same via email shall have the same force and effect as original signatures.

23. The persons executing this Agreement do hereby warrant that they have the authority to bind their respective entity.

24. The effective date of this Agreement shall be the date stated above, and this Agreement shall be effective when mutually executed by Contractor and Supplier.

RW

~~Bridgewell Resources Holdings LLC~~ ~~dba~~ **Bridgewell Resources LLC**
(Supplier)

RW / Supplier Contractor

By: Randy Wilson

Date: 5/03/2021

NEI General Contracting, Inc.
(Contractor)

By: _____
Josef F. Rettman, President

Date: 05/04/21

This Purchase Order may be executed in multiple, identical counterparts, each of which when duly executed shall be deemed an original and all of which shall be construed together as one Purchase Order. Copies, electronic pdf's and/or facsimiles of this Purchase Order or counterparts, whether signed by hand or by electronic signature, may be used for any lawful purpose as an original.

Attachments made part of this Purchase Order:

1. Bridgewell Quote
2. Drawings & Specifications
3. Sample Insurance Certificate
4. Form W-9
5. Bridgewell Purchase Order Addendum & Attachments

RW / Supplier Contractor

RW

BRIDGEWELL
RESOURCES

Purchase Order Addendum

Bridgewell Resources LLC (hereinafter "Supplier") and **NEI General Contracting, Inc.** (hereinafter "Contractor") are contemporaneously entering into a Contract whereby Supplier will sell certain ***building materials*** on credit to the project or job name commonly referred to as **Ashley Square** ("Project"). PO Number 20-20-0009-BRID.

This shall constitute an Addendum to the Purchase Order and shall be incorporated into that overall Purchase Order, as it may be amended by change order or otherwise and will confirm the final understanding of the parties. Any headings and section references are for convenience purposes only, all provisions of this addendum are intended to govern any contrary, contradicting, inconsistent or ambiguous terms of the Purchase Order and the Purchase Order exhibits, regardless of the section referenced. Should this Addendum and the Purchase Order conflict, as it may be amended by change order or otherwise, then this Addendum will modify the Purchase Order articles as noted below.

- Supplier's scope of work is limited to delivery of the building materials in accordance with the proposal attached as Exhibit A based on the architectural plans provided by PQH Architectural dated 9/24/2020 and the structural Plans provided by McVeigh & Mangum dated 4/20/2020 (the "Contract Documents"), and Supplier's submittal documents. In the event of a conflict within the architectural and structural plans, Supplier's approved submittal documents will control. Supplier is not responsible for any Field Measuring that may be needed.
- The Contractor acknowledges that the building materials will be used exclusively for the Project and the Contractor will not buy similar materials from another Supplier.
- Building material prices are subject to the Contractor performing the Lumber and Hardware scope according to the agreed upon schedule included this Addendum. The parties agree that framing activities will begin no later than 7/1/2021 and end no later than 11/1/2021, with deliveries made evenly over that period (the "Schedule"). If the Contractor does complete framing activities according to the Schedule, Supplier will incur additional costs related to this Purchase Order and at Supplier's option, may cancel the Purchase Order, charge Contractor additional costs incurred to store or extend shipment of the building materials, or re-price the remaining unshipped quantities on the last day of the Schedule.
- Supplier will provide proof of insurance on form Acord CG25(2016/03) as attached to this addendum.
- Seller will not be a party of, or subject to Buyer's contract (the Prime Contract), with the Owner. Contractor's signature on or electronic acknowledgment of jobsite bill of lading shall constitute acceptance of the building materials, transfer of title, and risk of loss. Contractor must inspect and reject any defective product within five (5) days of delivery, but in any event prior to installation. Contractor is responsible for unloading building materials. Any individual signing the jobsite bill of lading is authorized by the Contractor to accept the building materials.
- Invoices submitted by the 20th of the month are due on or about the 20th of the following month. Supplier's right to receive payment and Contractor's obligation to pay is not contingent upon any condition beyond delivery of the building materials as specified in this Agreement. Pay-if-Paid and Pay-when-paid provisions do not apply to this Purchase Order. If requested, Supplier will provide Florida statutory conditional lien releases prior to payment and Florida statutory unconditional lien releases once cleared funds have been received.
- Supplier agrees to pay all of its suppliers within terms, and to indemnify Contractor for liens for nonpayment by Supplier's suppliers. Contractor waives the requirement that Supplier shall agree to accept joint checks to Seller and Seller's suppliers, or to provide lien releases from their suppliers, or to authorize Supplier's suppliers to release information to Contractor.
- Buyer acknowledges that amounts due or to become due under the Purchase Order are assigned as collateral under Seller's secured credit facility with Wells Fargo.
- This agreement may be assigned to the Owner of the Project or to the construction lender to the Project, provided however that such assignee shall execute Supplier's standard credit application and agree to be bound by the terms and conditions of the Purchase Order and this Purchase Order Addendum. This agreement may not be assigned to any other parties without the express written approval of the Supplier.
- Law and venue shall be in the state where the project is located.
- This order shall not be cancelled for convenience.

RW / _____
Supplier Contractor

- The products sold under this purchase order are taxable; Supplier will collect and remit Sales Tax at the rate of 6.0% for products delivered to the Project. Sales tax is subject to change Supplier will collect and remit the appropriate tax according to the jurisdiction for the Project.
- Supplier warrants that the building materials will conform to Exhibit 1 and Supplier's submittal documents. Supplier disclaims all other warranties, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose. Supplier will pass on any manufacturer's warranty as available. Supplier will use commercially reasonable efforts to assist Contractor in tendering its warranty claims to the manufacturer.
- Supplier shall have a minimum of (5) five business days from delivery of written notice of violation or breach of any of the terms of this Agreement, rejection of non-conforming building materials, or delivery delay and shall have the opportunity to cure, before Supplier shall be in breach of contract. If Supplier is unable to cure the breach within (5) five business days after receipt of written notice, Contractor's sole remedy shall be to (using commercially reasonable methods) purchase the building materials elsewhere, and delete the quantities of those building materials from the balance of Supplier's contract. Supplier will credit Contractor for the difference between the Contractor's actual purchase price and the contract price. Under no circumstances shall Supplier be liable to Contractor for consequential, incidental or liquidated damages.
- Supplier shall not be liable for failure to deliver or for delay in delivery or performance because of: (i) circumstances beyond its reasonable control: or (ii) an act of God, act omission of Contractor, act of civil or military authority, governmental priority or other allocation of control, fire, strike, or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer or delay in transportation; or (iii) any other commercial impracticality. In the event of any such delay, the date of delivery or performance shall be extended for a period to the time lost by reason of delay.
- Supplier's acceptance of the Purchase Order, as amended by this Purchase Order Addendum, is limited to mutual written agreement of Supplier and Contractor, and is subject to Supplier's final Credit Approval of the Project.

Supplier and Contractor represent and warrant (i) that the persons signing this agreement are fully authorized to do so on behalf of their respective companies; (ii) all corporate or limited liability company action has been taken to provide such authority; and (iii) this agreement shall be binding on each party. The Purchase Order may be signed in counterparts. A fax transmission or email of a signature page will be considered an original signature page. By submitting a signature page, the transmitter authorizes the receiving party to attach the signature page to the fully compiled document circulated for signature.

Bridgewell Resources LLC	NEI General Contracting, Inc.
Signature	Signature
Print Name Randy Williams	Print Name Jon DeFazio
Title Trader	Title Project Manager

RW / _____
Supplier Contractor

EXHIBIT A

BRIDGEWELL RESOURCES

Valdosta, GA Sales Office Proposal

March 9, 2021

Mr. Wendall Orton II
NEI General Contracting
2707 Rew Cir
Ocoee, FL 34761

Wendall,

Bridgewell appreciates the opportunity to submit our budgetary proposal for the guaranteed lumber package for Ashley Square - Jacksonville, FL. Our complete price proposal is as follows for your review and consideration.

This proposal is based off of Issue for Pricing Drawings (09/24/2020), our review of the plans and Bridgewell's material takeoff. I look forward to the continued opportunity; please call me with any questions!

Thank You,

Randy Williams
Bridgewell Resources

RW / W
Supplier Contractor

BRIDGEWELL RESOURCES

EXHIBIT A

Ashley Square / Jacksonville, FL

Scope of work: 1 Building / 120 units / 99,200 GSF wood framing

Coordinate, furnish and deliver a guaranteed framing lumber package as required per PQH Architectural plans dated 09/24/2020 and McVeigh & Mangum Structural plans dated 04/20/2020 as related to the rough framing portion of this project, including the following material scope of work and exclusions on the following page:

Building Framing – Type VA Construction

1. All Pressure treated bottom plate (#3 SYP PT / Sill Seal)
2. Regular and top plates (#2 SYP)
3. Blocking / bracing / ribbon / nailers / truss bracing / engineering / strong backs
4. 2x4 Studs as #2 SPF/SYP & 2x6 Studs as #2 SYP
5. 2x6 at Exterior & 2x6 at Plumbing Walls
6. Wall Sheathing (7/16" 4x8 OSB)
7. Interior Wood Shearwalls (7/16" 4x8 OSB)
8. Unit/Balcony/Breezeway Floor Decking (3/4" T&G OSB & Subfloor Adhesive)
9. Building Roof Decking (19/32" OSB)
10. Headers as #2 SYP/LVL's w/ Flitch per plans
11. Draftstopping: Floor (7/16" OSB) – Roof (7/16" OSB)
12. Complete Structural Hardware Package
13. Tyvek Commerical wrap system

- ***Proposal is based on using all #2 SYP/SPF Framing throughout***
- ***Bid excludes 5/8 Ext Gyp & 5/8 DensGalss at Corridor/Breezeway Sheathing***
- ***All Stud Heights are quoted as using standard mill trim sizes (116 5/8")***
- ***Corridor/Breezeway Wood Shearwalls are per Shearwall schedule***
- ***Balcony shown as Trussed System. PSL / Glulam / LVL's in this area are provided by others.***
- ***1 HR shaftwall Assembly BY OTHERS.***
- ***All Flush Horizontal LVL/PSL/Glulam Beams are assumed in the truss package***

Total Guaranteed/Lumpsum Turnkey Material Price ***$1,155,000.00***
1 Building / 120 units / FL Sales Tax Included

Contractor Direct Division
2502 C Suite #1, Jerry Jones Drive | Valdosta, GA 31602
(229) 469-7580 | bridgewellresources.com

RW / _____
Supplier Contractor

EXHIBIT A

BRIDGEWELL
RESOURCES

Ashley Square / Jacksonville, FL

Exclusions

1. Truss System & Engineered Lumber in truss system – **Excluded**
2. Horizontal PSL/LVL / Flush Beams / Cantilevered LVLs – **Excluded**
3. PT PSL/Glulam Beams / PSL/Glulam Stair Beams – **Excluded**
4. Roof felt / Ice & Water Shield / Metal Flashings – **Excluded**
5. Struct I OSB / Radiant Barrier – **Excluded**
6. Finish Gypsum Products – **Excluded**
7. Windows / Doors / Sliders / Masonry / Concrete – **Excluded**
8. FRT Material not listed above or Type IIIA Construction – **Excluded**
9. Dens Armor Plus / Ext Gyp Sheathing – **Excluded**
10. Decorative Brackets / Arbor / Trellis / Composite Decking – **Excluded**
11. Nails / Screws / Fasteners / PAFs – **Excluded**
12. Special PET Studs – **Excluded**
13. Cement Siding & Trim / Stucco / Exterior Cladding – **Excluded**
14. Glue for plates / studs – **Excluded**
15. Unloading / Hoisting – **Excluded**
16. Embed Plates – **Excluded**
17. Retainage on materials – **Excluded**

Our proposal is an all-inclusive turnkey lumber package bid for your project. Bridgewell Resources LLC is taking responsibility for our material takeoff, our interpretation of the drawings and most importantly lumber market fluctuations. We are taking the complete responsibility for the framing materials package per our scope and exclusions.

Bridgewell Resources LLC will work together with your field staff and the framing contractor regarding logistics, delivery scheduling, materials handling and lumber management. Should subsequent plans or ASIs become available; Bridgewell Resources LLC will update our proposal to reflect the applicable revisions. Bridgewell reserves the right to review pricing and market conditions 7 days after date of this proposal if a purchase order has not been issued.

Draws are paid by a schedule of values based on the progress of framing. This allows for framing labor and lumber to be billed in conjunction and is a much cleaner process than processing invoices and proof of deliveries.

Thank you for the opportunity! Please let me know if you need clarifications on our proposal, or if you have any questions please call (904) 237-4584 or email rwilliams@bridgewellres.com.

Sincerely,

Randy Williams
Bridgewell Resources

Contractor Direct Division
2502 C Suite #1, Jerry Jones Drive | Valdosta, GA 31602
(229) 469-7580 | bridgewellresources.com

RW / _____
Supplier Contractor

EXHIBIT A

BRIDGEWELL CONNECT

Bridgewell Connect
2111 Parkway Office Circle, Suite 225
Hoover, AL 35244
Ph. (205) 664-7870
Fx. (205) 663-7871
www.bridgewellconnect.com

RH Package Proposal

Date: 4/13/2021

To: NEI

Attn:

Project: Ashley Square
Jacksonville FL

Project Totals	
# Units:	120
# Buildings:	1
Square Footage:	99,872
Buildings Included	
(1) Main	
Bridgewell Sales Agent	**Randy Williams**
Plan Date	**9/15/20 ADD 3**
Wind Speed	**130/101**

Bridgewell Connect is pleased to submit this proposal for the package described below

This proposal is for a complete rough hardware package to include the following:

Inc	Ex	Function	Inc	Ex	Function	Inc	Ex	Function
X		All Thread		na	Ledger Anchors	X		SW Opening Straps
	na	Balcony Joist Hangers		na	Ledger Bolts		na	Top Flange Hangers
	na	Beam to Wall Straps	X		Ledger Screws	X		Uplift Rod System
	na	Beam-to-Beam Hangers	X		Misc Clips		na	Valley Ties
	na	Breezeway Joist Hangers		na	Multi-Ply Beam Bolts		na	Wood Plate to Steel Beam Bolts
	na	Epoxy	X		Parapet Hardware		na	Beam to Post Hanger
	x	Ext Sill Plate Anchors - MASA	X		Plywood Clips		na	RTU Support Hangers
X		Floor-to-Floor Straps		na	Portal Frames		X	Shots and Pins (Others)
X		Framing Angles		na	Post Base		na	Mid-Header Straps
	na	Gable Hardware		na	Post Cap		na	Water Heater All Thread Rod
X		Girder Ties - See Note Below		na	Post-to-Post Straps		na	Rafter Hanger
X		Holdowns	X		Shear Wall Clips	X		(2) Buckets of Firecaulk
X		Hurricane Clips		na	Sloped/Skewed Hangers		na	Embed Plates
	X	Int LB Sill Plate Anchors (PAFs by others)		na	Stair Hardware		na	Shearwall Rod System
	X	Int SW Sill Plate Anchors	X		Stud-to-Top Plate Ties		na	Take Up Devices

MetaCaulk 150 5 gallon buckets of firecaulk are proposed in the quantity above. Additional buckets can be purchased for $275/ea plus tax

Our proposal includes (3) shipments. Convenience shipments will be "plus freight". All products offered are either Simpson Strong Tie or "equal to or superior to" the specified Simpson products. Our price includes a guaranteed estimate. All beams without a specific hanger identified are presumed to be let into the walls and bear in a beam pocket requiring no hanger.

Exclusions
Labor, Powder Actuated Fasteners (if allowed are presumed to be preferred and excluded), All misc. metals, specially fabricated (bent plate) hangers, caps and bases, all wet-set products including MAS anchors, all fasteners, hangers supporting trusses, any wood screws unless specified as Simpson screws, M.E.P. wall repair hardware, anything not specifically listed above. (Hardscape structures including signs, gates, landscaping trellises, trash gates, etc.)

Girder Truss Tie Qualification Excessive uplifts calculated by truss design (>2500#) could result in an increase in price.

Notes:

Rod or Conventional SW HD's can be utilized for the same price. Uplift Hardware is rods

Guarantee:
Seller guarantees the takeoff quantities and that the products will be provided per approved submittals. There are no other guarantees express or implied. Seller shall be free from liability for any contingency beyond Seller's control. At Seller's discretion, any product not used shall be returned to Seller at Seller's expense

Delivery Start Date:_____ Delivery End Date:_____

Amount

$52,676.00

TERMS ARE NET 30 DAYS ADI UNLESS OTHERWISE AGREED UPON. PRICE SUBJECT TO REVIEW AFTER 30 DAYS.

FL Sales Tax Included

Execution of this bid document by Buyer is a binding offer to purchase building materials from Seller on the terms and conditions contained herein and in the Terms and Conditions of Order Acknowledgement set forth at www.bridgewellresources.com/about/terms-and-conditions which are incorporated herein by reference. A printed copy of the Terms and Conditions is also available upon request. Seller will indicate its acceptance of this offer by signing below and providing an executed copy of this bid to Buyer. Seller's signed acceptance is contingent upon Seller's credit approval of Buyer and the project.

Currency in U.S. Funds unless otherwise noted. Above prices do not include sales, property or other similar taxes, unless otherwise noted. Any such taxes resulting from this order are for your account and to be paid by you. Prices quoted herein include any export or import levies of any kind which may be applicable now. Any increases in export or import levies of any kind are for customers account. Customer shall have no liability or interest in any export or import levies of any kind which may be retroactively applied.

Accepted by: NEI (Company Name)	Accepted by: (Bridgewell Connect)
Authorized Agent:	Authorized Agent:
Title Date:	Title: Date:

Supplier Contractor

RW

NEI General Contracting, Inc.

Exhibit "2"
Drawing List

Printed on Wed Nov 4, 2020 at 12:32 pm EST

Job #: 20-20-0009 Ashley Square/Bluesky
650 Newman Street N.
Jacksonville, Florida 32202

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A100	OVERALL LOWER GARAGE FLOOR PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A101	OVERALL GARAGE FLOOR PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A102	A_ENLARGED FLOOR PLAN_LOBBY	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A103	GARAGE DRAINAGE PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A110	A_OVERALL BUILDING PLAN 1ST FLR RESIDENTIAL - TYPICAL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A111	A_ENLARGED FLOOR PLAN_CORE_TYP FLOOR	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A120	A_OVERALL BUILDING PLAN_2ND FRL RESIDENTIAL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A130	A_OVERALL BUILDING PLAN_3RD FRL RESIDENTIAL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A140	A_OVERALL BUILDING PLAN_4TH FRL RESIDENTIAL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A190	OVERALL ROOF PLAN	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A201	BUILDING ELEVATIONS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A202	BUILDING ELEVATIONS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A203	BUILDING ELEVATIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A301	BUILDING SECTIONS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A302	BUILDING SECTIONS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A312	WALL SECTIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A313	WALL SECTIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A314	WALL SECTIONS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A401	ENLARGED UNIT PLANS & INTERIOR ELEVATIONS	2	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
A421	ENLARGED BATHROOM PLANS & INTERIOR	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A431	ENLARGED KITCHEN PLANS & INTERIOR ELEVATIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A432	ENLARGED KITCHEN PLANS & INTERIOR ELEVATIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A433	ENLARGED PLANS AND INTERIOR ELEVATIONS	1	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A434	ENLARGED PLANS AND INTERIOR ELEVATIONS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A451	STAIR-1 PLANS & SECTIONS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A452	STAIR-2 PLANS & SECTIONS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A453	STAIR-3 PLANS & SECTIONS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A454	RAMP PLANS AND SECTIONS	1	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
A455	RAMP PLANS AND SECTIONS	1	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
A461	ELEVATOR PLANS & SECTIONS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A501	MISCELLANEOUS DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A501.1	MISCELLANEOUS DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A502	WINDOW AND DOOR DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
A502.1	DOOR DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A502.2	DOOR DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A502.3	DOOR DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A503	MILLWORK SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A504	FRAMING DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A505	PANEL TRIM DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
A510	BATHROOM DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A551	STAIR DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A601	WINDOW TYPES & NOTES	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A620	WINDOW TAPING DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
A631	DOOR SCHEDULE, DOOR TYPES & NOTES	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
A651	ROOM FINISH SCHEDULE & NOTES	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A820	OVERALL GARAGE FLOOR REFLECTED CEILING PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A830	OVERALL 1ST FLOOR REFLECTED CEILING PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
A891	CEILING DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
AS100	ARCHITECTURAL SITE PLAN - OVERALL LOWER GARAGE FLOOR PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
AS101	OVERALL GARAGE FLOOR PLAN - SITE PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G001	Cover Sheet	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G002	SHEET INDEX	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G003	GENERAL NOTES, ABBREVIATIONS & SYMBOLS	1	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G004	BUILDING CODE ANALYSIS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G101	LOWER GARAGE - LIFE SAFETY PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
G102	GARAGE FLOOR - LIFE SAFETY PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G103	TYP. 1ST - 4TH RESIDENTAIL FLOOR - LIFE SAFETLY PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
G201	PARTITION TYPES	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
G510	FIRE PROTECTION - RATED ASSEMBLIES	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
G511	FIRE PROTECTION - RATED ASSEMBLIES	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
G512	FIRE PROTECTION - RATED ASSEMBLIES & FIRE PENETRATION ASSEMBLIES	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
G513	FIRE PENETRATION ASSEMBLIES	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
G520	ADA ACCESSIBILITY DETAILS & NOTES	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
G521	FAIR HOUSING ACCESSIBILITY STANDARDS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Civil					
1	CIVIL COVER	0	01/16/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
2	General Notes, Site Plan, Legend and Abbreviations	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
3	Existing Survey	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
4	Maintenance of Traffic Plan	2	09/29/2020	09/29/2020	Addendum #3 (09/24/20)
5	Maintenance of Traffic Detail	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
6	Demolition Plan	2	09/29/2020	09/29/2020	Addendum #3 (09/24/20)
7	Erosion and Sediment/Turbidity Control Plan	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
8	Erosion and Sediment Control Details	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
9	Geometry Plan Ashley Street Entrance Garage	0	03/09/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
10	Geometry Plan Beaver Street Entrance Garage	0	03/09/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
11	Paving and Drainage Plan Ashley Street Entrance Garage	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
12	Paving and Drainage Plan Beaver Street Entrance Garage	2	09/29/2020	09/29/2020	Addendum #3 (09/24/20)
13	Paving and Drainage Details	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
14	Paving and Drainage Details	0	01/16/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
14A	Paving and Drainage Details	0	01/16/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
15	Water Plan	1	09/29/2020	09/29/2020	Addendum #3 (09/24/20)
15A	Sanitary Sewer Plan	2	09/29/2020	09/29/2020	Addendum #3 (09/24/20)
16	Water and Sewer Details	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
17	Water and Sewer Details	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
18	Fire Hydrant Flows	0	12/01/2019	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Electrical					
E001	ELECTRICAL LEGEND, SCHEDULES & NOTES	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E002	LIGHTING SCHEDULE AND NOTES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E003	ELECTRICAL RISER DIAGRAM	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E004	SCHEDULES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E005	ELECTRICAL SCHEDULES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E006	ELECTRICAL SCHEDULES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E007	FIRE ALARM RISER, MATRIX & CRITERIA	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E008	TELECOM RISERS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E009	ELECTRICAL ELEVATIONS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E101	OVERALL ELECTRICAL PLAN - LOWER GARAGE LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E102	ELECTRICAL GARAGE LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E103	OVERALL POWER PLAN - TYPICAL RESIDENTIAL LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E104	OVERALL LIGHTING PLAN - TYPICAL RESIDENTIAL LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E105	ELECTRICAL ROOF PLAN	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E200	UNIT ELECTRICAL PLANS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E201	ENLARGED POWER PLAN - LOBBY	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E202	ENLARGED LIGHTING PLAN - LOBBY	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
E301	ELECTRICAL DETAILS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
Fire Protection					
FP001	FIRE PROTECTION CRITERIA	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
FP101	FIRE PROTECTION PLAN LOWER GARAGE LEVEL	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
FP102	FIRE PROTECTION GARAGE LEVEL	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
FP103	FIRE PROTECTION RESIDENTIAL LVL 1-4	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
Irrigation					
IR-1	Irrigation Plan	0	03/03/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
IR-02	Irrigation Details	0	03/03/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
IR-03	Irrigation Specifications	0	03/03/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Landscape					

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L-1	Cover Sheet - JEDC Downtown Development Directives	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-2	Landscape Site Plan and Tree Protection Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-3	Landscape Site Plan and Tree Protection Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-4	Landscape Site Plan and Tree Protection Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-5	Pedestrian Sidewalk Concrete Finish	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-6	Landscape Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-7	Landscape Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-8	Landscape Plan	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-9	Plant List and Planting Details	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-10	Landscape Specifications	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-11	Landscape Specifications	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
L-12	Arborist Report	0	02/20/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Mechanical					
M001	MECHANICAL LEGEND, GENERAL NOTES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M002	MECHANICAL SCHEDULES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M101	MECHANICAL LOWER GARAGE	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M102	MECHANICAL GARAGE LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M103	MECHANICAL1ST RESIDENTIAL LVL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M104	MECHANICAL ROOF PLAN	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M105	MECHANICAL ROOF PLAN	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
M200	MECHANICAL ENLARGED UNIT FLOOR PLANS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M300	MECHANICAL CONTROLS	1	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M400	MECHANICAL DETAILS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M401	MECHANICAL DETAILS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M402	MECHANICAL DETAILS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
M500	MECHANICAL DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
M501	MECHANICAL DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Plumbing					
P001	PLUMBING LEGEND, GENERAL NOTES	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P002	PLUMBING SCHEDULES	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P101	OVERALL DWV & STORM PLAN LOWER GARAGE	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P102	OVERALL DWV & STORM PLAN GARAGE LEVEL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P103	DWV OVERALL PLAN 1ST RESIDENTIAL LVL	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P104	DWV OVERALL PLAN 2ND-4TH RESIDENTIAL LEVELS	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P105	DWV ROOF PLAN ADDENDUM 1 06/22/2020 P104 DWV OVERALL PLAN	3	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P201	DOMESTIC WATER OVERALL PLAN LOWER LEVEL	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P202	DOMESTIC WATER OVERALL PLAN GARAGE LEVEL	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P203	DW PLAN - 1ST-3RD RESIDENTIAL LEVELS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P204	DW PLAN - 4TH RESIDENTIAL LEVEL	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)

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Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
P205	DOMESTIC WATER ROOF PLAN	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P300	ENLARGED UNIT DWV PLANS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P301	ENLARGED UNIT DW PLANS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P302	UNIT DWV ISOMETRICS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P303	UNIT DW ISOMETRICS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P304	UNIT DW ISOMETRICS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P400	PLUMBING DETAILS	2	09/24/2020	09/24/2020	Addendum #3 (09/24/20)
P500	PLUMBING DETAILS	0	04/30/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
Structural					
S001	DESIGN CRITERIA & GENERAL NOTES	2	09/15/2020	09/24/2020	Addendum #3 (09/24/20)
S002	GENERAL NOTES	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S101	LOWER GARAGE FOUNDATION PLAN	2	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
S102	GARAGE FLOOR PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S102PT	GARAGE POST-TENSIONING PLAN	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S103	FIRST FLOOR PLAN	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S103PT	FIRST FLOOR POST-TENSIONING PLAN	1	09/15/2020	09/24/2020	Addendum #3 (09/24/20)
S104	TYP FLOOR FRAMING PLAN (2ND, 3RD & 4TH LEVEL)	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S105	ROOF FRAMING PLAN	2	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
S201	FOUNDATION SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S202	FOUNDATION SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S203	FOUNDATION SECTIONS & DETAILS	2	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
S204	FOUNDATION SECTIONS & DETAILS	1	07/31/2020	07/31/2020	Addendum #2 (07/31/20)
S205	FOUNDATION SECTIONS & DETAILS	0	06/10/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
S301	CONCRETE SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S302	CONCRETE SECTIONS & DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S303	MASONRY SECTIONS & DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S401	FLOOR FRAMING SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S402	FLOOR FRAMING SECTIONS & DETAILS	0	06/10/2020	04/30/2020	Contract Set - 4/30/20 (04/30/20)
S501	ROOF FRAMING SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S601	FRAMING REQUIREMENTS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S602	UPLIFT LOADS SCHEDULES AND DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S603	LATERAL LOADS SHEDULES AND DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S604	ALLOWABLE WOOD MODIFICATION DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S605	SIMPSON STRONG-TIE INSTALLATION REQUIREMENTS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S606	QUICK-TIE SECTIONS AND DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S607	QUICK-TIE MANUFACTURER SPECIFICATIONS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S701	POST-TENSIONED SLAB SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S702	POST-TENSIONED SLAB SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S703	POST-TENSIONED SLAB SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)

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NEI General Contracting, Inc.

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Job #: 20-20-0009 Ashley Square/Bluesky
650 Newman Street N.
Jacksonville, Florida 32202

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
S704	POST-TENSIONED SLAB SECTIONS & DETAILS	1	06/22/2020	06/22/2020	Addendum #1 (06/22/20)
S801	STEEL SECTIONS & DETAILS	0	06/22/2020	06/22/2020	Addendum #1 (06/22/20)

NEI General Contracting, Inc.

Exhibit "2"
Specification List

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Job #: 20-20-0009 Ashley Square/Bluesky
650 Newman Street N.
Jacksonville, Florida 32202

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
000000	Cover	2	09/24/20	09/24/20	Addendum #3
000001	Table of Contents	2	09/24/20	09/24/20	Addendum #3
01 - General Requirements					
011000	SUMMARY	1	06/22/20	06/22/20	Addendum #1
012100	Allowances	1	06/22/20	06/22/20	Addendum #1
012300	Alternates	0	06/22/20	06/22/20	Addendum #1
012500	Substitution Procedures	1	06/22/20	06/22/20	Addendum #1
012600	Contract Modification Procedures	1	06/22/20	06/22/20	Addendum #1
012900	Payment Procedures	1	06/22/20	06/22/20	Addendum #1
013100	Project Management and Coordination	1	06/22/20	06/22/20	Addendum #1
013200	Construction Progress Documentation	1	06/22/20	06/22/20	Addendum #1
013233	Photographic Documentation	1	06/22/20	06/22/20	Addendum #1
013300	Submittal Procedures	1	06/22/20	06/22/20	Addendum #1
014000	Quality Requirements	1	06/22/20	06/22/20	Addendum #1
014200	References	0	04/29/20	04/29/20	Contract Set
015000	Temporary Facilities and Controls	1	06/22/20	06/22/20	Addendum #1
016000	Product Requirements	1	06/22/20	06/22/20	Addendum #1
017300	Execution	1	06/22/20	06/22/20	Addendum #1
017700	Closeout Procedures	1	06/22/20	06/22/20	Addendum #1
017823	Operation and Maintenance Data	1	06/22/20	06/22/20	Addendum #1
017839	Project Record Documents	1	06/22/20	06/22/20	Addendum #1
017900	Demonstration and Training	1	06/22/20	06/22/20	Addendum #1
019113	General Commissioning Requirements	1	06/22/20	06/22/20	Addendum #1
019114	Commissioning Authority Responsibilities	1	06/22/20	06/22/20	Addendum #1
019300	Quality Assurance Program for Penetrations and Joints	1	06/22/20	06/22/20	Addendum #1
019400	Threshold Building Structural Observation Plan	2	09/24/20	09/24/20	Addendum #3
03 - Concrete					
033000	Cast-in-Place Concrete	0	06/22/20	06/22/20	Addendum #1
033800	Post Tension Pre-stressed Concrete	0	06/22/20	06/22/20	Addendum #1
035413	Gypsum Cement Underlayment	1	06/22/20	06/22/20	Addendum #1
04 - Masonry					
042200	Concrete Unit Masonry	1	06/22/20	06/22/20	Addendum #1
05 - Metals					
055000	Metal Fabrications	1	06/22/20	06/22/20	Addendum #1

NEI General Contracting, Inc.

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Job #: 20-20-0009 Ashley Square/Bluesky
650 Newman Street N.
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Number	Description	Revision	Issued Date	Received Date	Set
055100	Metal Stairs	1	06/22/20	06/22/20	Addendum #1
06 - Wood, Plastics, and Composites					
061000	Rough Carpentry (Wood Framing)	1	06/22/20	06/22/20	Addendum #1
061053	Miscellaneous Rough Carpentry (Metal Framing)	1	06/22/20	06/22/20	Addendum #1
061600	Sheathing (Wood Framing)	2	09/24/20	09/24/20	Addendum #3
061753	Shop-Fabricated Wood Trusses	0	06/22/20	06/22/20	Addendum #1
064023	Interior Architectural Woodwork	1	06/22/20	06/22/20	Addendum #1
07 - Thermal and Moisture Protection					
071300	Bentonite Waterproofing	1	06/22/20	06/22/20	Addendum #1
071326	Self-Adhering Sheet Waterproofing	1	06/22/20	06/22/20	Addendum #1
071800	Traffic Coatings	1	06/22/20	06/22/20	Addendum #1
072100	Thermal Insulation	1	06/22/20	06/22/20	Addendum #1
072500	Weather Barriers	2	09/24/20	09/24/20	Addendum #3
074600	Siding	2	09/24/20	09/24/20	Addendum #3
075423	Thermoplastic Polyolefin (TPO) Roofing	2	09/24/20	09/24/20	Addendum #3
076200	Sheet Metal Flashing and Trim	1	06/22/20	06/22/20	Addendum #1
077200	Roof Accessories	1	06/22/20	06/22/20	Addendum #1
078413	Penetration Fire-stopping	1	06/22/20	06/22/20	Addendum #1
078446	Fire-Resistive Joint Systems	1	06/22/20	06/22/20	Addendum #1
079200	Joint Sealants	1	06/22/20	06/22/20	Addendum #1
08 - Openings					
081101	Entry Steel Doors and Frame	1	06/22/20	06/22/20	Addendum #1
081113	Hollow Metal Door and Frames	1	06/22/20	06/22/20	Addendum #1
081416	Flush Wood Doors	1	06/22/20	06/22/20	Addendum #1
081440	Residential Wood Doors	1	06/22/20	06/22/20	Addendum #1
083113	Access Doors and Frames	1	06/22/20	06/22/20	Addendum #1
083323	Overhead Coiling Doors	0	09/24/20	09/24/20	Addendum #3
083326	Overhead Coiling Grilles	1	09/24/20	09/24/20	Addendum #3
085313	Vinyl Windows	1	06/22/20	06/22/20	Addendum #1
087100	Door Hardware	2	09/24/20	09/24/20	Addendum #3
088000	Glazing	1	06/22/20	06/22/20	Addendum #1
088300	Mirrors	1	06/22/20	06/22/20	Addendum #1
089000	Louvers and Vents	1	06/22/20	06/22/20	Addendum #1
09 - Finishes					
092116	Gypsum Board Shaft Wall Assemblies	1	06/22/20	06/22/20	Addendum #1
092216	Non-Structural Metal Framing	1	06/22/20	06/22/20	Addendum #1
092400	Portland Cement Plastering	1	06/22/20	06/22/20	Addendum #1
092900	Gypsum Board	1	06/22/20	06/22/20	Addendum #1

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Job #: 20-20-0009 Ashley Square/Bluesky
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Number	Description	Revision	Issued Date	Received Date	Set
093000	Tiling	1	06/22/20	06/22/20	Addendum #1
095113	Acoustical Panel Ceilings	1	06/22/20	06/22/20	Addendum #1
096513	Resilient Base and Accessories	1	06/22/20	06/22/20	Addendum #1
096516	Resilient Sheet Flooring	1	06/22/20	06/22/20	Addendum #1
096519	Resilient Tile Flooring	1	06/22/20	06/22/20	Addendum #1
096813	Tile Carpeting	1	06/22/20	06/22/20	Addendum #1
096816	Sheet Carpeting	1	06/22/20	06/22/20	Addendum #1
097523	Stone Window Stools	0	09/24/20	09/24/20	Addendum #3
099100	Painting	1	06/22/20	06/22/20	Addendum #1
10 - Specialties					
101400	Signage	1	06/22/20	06/22/20	Addendum #1
102800	Toilet, Bath and Laundry Accessories	1	06/22/20	06/22/20	Addendum #1
104413	Fire Extinguisher Cabinets	1	06/22/20	06/22/20	Addendum #1
104416	Fire Extinguishers	1	06/22/20	06/22/20	Addendum #1
105143	Wire Mesh Storage Lockers	1	06/22/20	06/22/20	Addendum #1
105500	Postal Specialties	1	06/22/20	06/22/20	Addendum #1
105700	Closet Shelving	1	06/22/20	06/22/20	Addendum #1
107500	Flagpoles	1	06/22/20	06/22/20	Addendum #1
11 - Equipment					
111200	Parking Control Equipment	0	06/22/20	06/22/20	Addendum #1
113100	Residential Appliances	2	09/24/20	09/24/20	Addendum #3
12 - Furnishings					
122114	Horizontal Blinds	1	06/22/20	06/22/20	Addendum #1
122413	Roller Window Shades	1	06/22/20	06/22/20	Addendum #1
123530	Residential Casework	1	06/22/20	06/22/20	Addendum #1
123623.13	Plastic Countertops	1	06/22/20	06/22/20	Addendum #1
123640	Stone Countertops	1	06/22/20	06/22/20	Addendum #1
123661.16	Simulated Stone Countertops	1	06/22/20	06/22/20	Addendum #1
14 - Conveying Equipment					
142123.16	Machine-Room-Less Electric Traction Passenger Elevators	1	06/22/20	06/22/20	Addendum #1
149100	Facility Chutes	1	06/22/20	06/22/20	Addendum #1
21 - Fire Suppression					
211300	Fire Suppression Systems	0	06/22/20	06/22/20	Addendum #1
213113	Electric Fire Pump	0	06/22/20	06/22/20	Addendum #1
22 - Plumbing					
220519	Meters and Gages for Plumbing Piping	0	06/22/20	06/22/20	Addendum #1
220523	Valves	0	06/22/20	06/22/20	Addendum #1
220529	Hangers and Supports for Plumbing Piping and Equipment	0	06/22/20	06/22/20	Addendum #1
220700	Plumbing Insulation	0	06/22/20	06/22/20	Addendum #1

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Job #: 20-20-0009 Ashley Square/Bluesky
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Number	Description	Revision	Issued Date	Received Date	Set
221116	Domestic Water Piping	0	06/22/20	06/22/20	Addendum #1
221119	Domestic Water Piping Specialties	0	06/22/20	06/22/20	Addendum #1
221316	Sanitary Waste, Vent and Storm Drainage Piping	0	06/22/20	06/22/20	Addendum #1
221413	Drainage Piping Specialties	0	06/22/20	06/22/20	Addendum #1
223200	Packaged Booster Pumps	0	06/22/20	06/22/20	Addendum #1
223300	Electric Water Heaters	0	06/22/20	06/22/20	Addendum #1
224000	Plumbing Fixtures	0	06/22/20	06/22/20	Addendum #1
23 - Heating, Ventilating, and Air Conditioning (HVAC)					
230500	Basic Mechanical Materials and Methods	0	06/22/20	06/22/20	Addendum #1
230513	Motors	0	06/22/20	06/22/20	Addendum #1
230548	Vibration Controls for HVAC Piping and Equipment	0	06/22/20	06/22/20	Addendum #1
230553	Mechanical Identification	0	06/22/20	06/22/20	Addendum #1
230593	Testing, Adjusting, and Balancing	0	06/22/20	06/22/20	Addendum #1
230700	HVAC Insulation	0	06/22/20	06/22/20	Addendum #1
230800	Commissioning of HVAC	0	06/22/20	06/22/20	Addendum #1
230900	HVAC Instrumentation and Controls	0	06/22/20	06/22/20	Addendum #1
230923	Control Dampers	0	06/22/20	06/22/20	Addendum #1
231123	Facility Natural Gas Piping	0	06/22/20	06/22/20	Addendum #1
232300	Refrigerant Piping	0	06/22/20	06/22/20	Addendum #1
233113	Metal Ducts	0	06/22/20	06/22/20	Addendum #1
233116	Nonmetal Ducts	0	06/22/20	06/22/20	Addendum #1
233300	Duct Accessories	0	06/22/20	06/22/20	Addendum #1
233423	Power Ventilators	0	06/22/20	06/22/20	Addendum #1
233616	Air Terminal Units	0	06/22/20	06/22/20	Addendum #1
233713	Diffusers, Registers, and Grilles	0	06/22/20	06/22/20	Addendum #1
236313	Condensing Units	0	06/22/20	06/22/20	Addendum #1
237433	Dedicated Outdoor Air Units	0	06/22/20	06/22/20	Addendum #1
238113.12	Packaged Terminal Air-Conditioners	0	06/22/20	06/22/20	Addendum #1
26 - Electrical					
260000	Electrical General Requirements	0	06/22/20	06/22/20	Addendum #1
260519	Low Voltage Electrical Power Conductors and Cables	0	06/22/20	06/22/20	Addendum #1
260526	Grounding and Bonding for Electrical Systems	0	06/22/20	06/22/20	Addendum #1
260529	Hangers and Supports	0	06/22/20	06/22/20	Addendum #1
260533	Raceways and Boxes for Electrical Systems	0	06/22/20	06/22/20	Addendum #1
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	0	06/22/20	06/22/20	Addendum #1
260553	Identification for Electrical Systems	0	06/22/20	06/22/20	Addendum #1
260923	Lighting Control Devices	0	06/22/20	06/22/20	Addendum #1
262416	Panelboards	0	06/22/20	06/22/20	Addendum #1

NEI General Contracting, Inc.

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650 Newman Street N.
Jacksonville, Florida 32202

Number	Description	Revision	Issued Date	Received Date	Set
262726	Wiring Devices	0	06/22/20	06/22/20	Addendum #1
262816	Enclosed Switches and Circuit Breakers	0	06/22/20	06/22/20	Addendum #1
264313	Surge Protection for Low-Voltage Electrical Power Circuits	0	06/22/20	06/22/20	Addendum #1
265119	LED Interior Lighting	0	06/22/20	06/22/20	Addendum #1
265619	LED Exterior Lighting	0	06/22/20	06/22/20	Addendum #1
28 - Electronic Safety and Security					
283100	Fire Detection and Alarm System	0	06/22/20	06/22/20	Addendum #1
31 - Earthwork					
310000	Building Earthwork	0	06/22/20	06/22/20	Addendum #1
310100	Soil Borings	1	06/22/20	06/22/20	Addendum #1
313116	Termite Control	1	06/22/20	06/22/20	Addendum #1

Exhibit "3"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Agent Address	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	
INSURER B : MUST BE AM BEST RATED A OR BETTER	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Contractor
Address

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
☐	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
☐	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						X WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project # 20-20-0009 - Ashley Square located at 127 E. Ashley Street, Jacksonville, FL 32202. Construction of 120 apartment units above two (2) levels of parking.

SEE NEXT PAGE FOR ADDITIONAL CONDITIONS

CERTIFICATE HOLDER

NEI General Contracting, Inc.
27 Pacella Park Drive
Randolph, MA 02368

Attn: ins-certs@neigc.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SAMPLE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Project # 20-20-0009 - Ashley Square located at 127 E. Ashley Street, Jacksonville, FL 32202 Construction of 120 apartment units above two (2) levels of parking.

The following shall be included as Additional Insureds on General Liability and Automobile Liability policies

NEI General Contracting, Inc.
27 Pacella Park Drive
Randolph, MA 02368

Ashley Square Jacksonville, Ltd.
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

Ashley Square Associates, LLC
5300 W. Cypress Street, Suite 200
Tampa, FL 33607

Florida Housing Finance Corporation, ISAOA, ATIMA c/o First Housing Development Corporation of FL
107 South Willow Avenue
Tampa FL 33606-1945

TD Bank, N.A. ISAOA, ATIMA
Attn: Escrow - ME2-003-028
32 Chestnut St. Lewiston, ME 04240

Raymond James Opportunity Zone Fund 4 L.L.C., ISAOA
880 Carillon Parkway
St. Petersburg, Florida 33716

Raymond James Tax Credit Fund XX L.L.C., ISAOA
880 Carillon Parkway
St. Petersburg, Florida 33716

Jacksonville Housing Finance Authority
It's successors and/or assigns, As their Interest May Appear c/o First Housing Development Corporation of FL
107 South Willow Avenue
Tampa, FL 33606-1945

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, Florida 32202
Attn: Chief of Risk Management

City of Jacksonville
Housing and Community Development Division
Attn: Division Chief
214 N. Hogan Street, 7th Floor
Jacksonville, Florida 32202

The Bank of New York Mellon Trust Company, N.A., as Fiscal Agent, its successors and assigns, as their interest may appear
4655 Salisbury Road, Suite 300
Jacksonville, FL 32256
ATTN: Corporate Trust Department

*Please e-mail certificates and requested endorsements to: ins-certs@neigc.com

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Exhibit "4"

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Exhibit "5"

VENDOR INFORMATION FORM

Name of Company: _____

Physical Address: _____

City, State, Zip Code: _____

Telephone: _____

Fax: _____

Project Team Members	Title	E-Mail Address	Cell Phone
1:			
2:			
3:			
4:			
5:			

Note: Important! Please list name of Project Manager and Foreman/Superintendent and include cell phone number and e-mail address.

Client#: 706598 BRIDGRES

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Barry
USI Insurance Services NW 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	PHONE (A/C, No, Ext): 503 224-8390 FAX (A/C. No): 610 362-8130 E-MAIL ADDRESS: karen.barry@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Bridgewell Resources LLC PO BOX 23372 Tigard, OR 97281	INSURER A : Great Northern Insurance Company	20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : Pacific Indemnity Company	20346
	INSURER D : Capitol Specialty Insurance Corporation	10328
	INSURER E : Colony Specialty Insurance Company	36927
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			35847931	08/01/2020	08/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X $50,000 ded.						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
							Stop Gap EL	$1,000,000
A	AUTOMOBILE LIABILITY			73561031	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			78190455	08/01/2020	08/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71733374	08/01/2020	08/01/2021	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Excess Liability			EX2019158302	08/01/2020	08/01/2021	$5MM xs of $5MM	
E	High Excess Liab.			AR6461160	08/01/2020	08/01/2021	$5MM xs of $10MM	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: OPERATIONS OF THE NAMED INSURED SUBJECT TO POLICY'S TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Seabaugh

Supplier / Contractor

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The ACORD name and logo are registered marks of ACORD

KXBJT

3/22/21

**Ridgway Roof Truss Company, Inc.'s Terms and Conditions are included and incorporated as part of this purchase order.

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NEI General Contracting, Inc.
2707 Rew Circle
Ocoee, FL 34761

PURCHASE ORDER

This Purchase Order Agreement ("Agreement") is made this 17th day of March in the year 2021, by and between NEI General Contracting, Inc. ("Contractor") and **Ridgway Roof Truss Company** (collectively the "Parties"), wherein Supplier agrees to furnish certain goods and services including but not limited to the fabrication, assembly, manufacturing, transportation and delivery all materials, assemblies, equipment, appliances (hereinafter collectively referred to for convenience as "Materials") for the construction of the Project.

PO#: **20-20-0009-RIDG**
Please include the P.O. number on all invoices.

TO: **Ridgway Roof Truss Company – Mike Weldon**
235 SE 11th Place
Gainesville, FL 32601
The "Supplier"

PROJECT:
Ashley Square
127 Ashley Street
Jacksonville, FL 32202
The "Project"

SHIP TO ADDRESS:
Ashley Square
127 Ashley Street
Jacksonville, FL 32202

DESCRIPTION:

Fabricate, and deliver to job site complete roof truss package, and floor truss package per LOI dated March 12, 2021, attached hereto as Exhibit "1" and per plans and specifications as outlined in the attached Exhibit "2"

BREAKDOWN OF COSTS:

06-0150 Trusses - Supplier $400,000.00

Supplier agrees that this Agreement includes all labor, material, incidental ~~and other costs associated with all field measuring and templating (hereinafter collectively referred to for convenience as "Field Measuring")~~ required for all Materials to be furnished hereunder. Supplier agrees to perform all Field Measuring in accordance with the Contractor's schedule and directions from Contractor's staff. Supplier further agrees that this Agreement includes all labor, material, incidental and other costs associated with Supplier providing Contractor with ten (10) copies of all submittals, shop-drawings, samples and SDS sheets (hereinafter collectively referred to for convenience as "Submittals") or such quantity as required by the Contract Documents (whichever is greater) for all Submittals provided hereunder. Supplier agrees to provide all mock-ups as required by the Contract Documents as part of this agreement.

Total Cost Including taxes and freight as applicable.

Four hundred thousand and 00/100 Dollars ($400,000.00)

The Parties hereto agree that this is a LUMP SUM Agreement not to exceed the above-stated amount and all pricing shall remain unchanged for the duration of the Project. Any change or modification to this Agreemeot must be in writing and signed by Contractor and Supplier. Any change or modification not effectuated in this manner shall be void and have no force or effect. Failure of the Contractor to insist upon strict adherence to any provision contained herein, or failure to object to any failure to comply with any provision contained herein shall not be a waiver of that provision or preclude enforcement of same.

Acceptance of Purchase Order is contingent upon credit approval.

GENERAL PROVISIONS:

1. This Agreement is not Tax Exempt and all taxes for materials must be included as part of this agreement and are the responsibility of the vendor.

2. This Agreement represents the entire and integrated Agreement between the Contractor and Supplier and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by a written instrument executed by both parties to this agreement.

3. All pricing contained herein shall remain unchanged for the duration of the project. The supplier agrees that the supplier shall have no claim for any additional costs, direct or indirect with respect to any commodities, price escalation, transportation and fuel costs that the supplier may incur throughout the duration of this agreement.

4. Supplier must provide proof of General Liability and Workers' Compensation Insurance prior to delivery of product on site. Sample certificate available on Procore.

5. Send all correspondence to the Project Manager, Jon Dafaria at the address noted above or via e-mail to jdafaria@neigc.com

6. Contact the Project Superintendent, Daniel D'Orval at 407-201-0594 to coordinate deliveries.

7. Delivery Date: Supplier agrees that TIME IS OF THE ESSENCE with respect to this Agreement. Accordingly, Supplier agrees to meet Contractor's schedule and any amendment thereto which are incorporated herein by reference. Notwithstanding the foregoing, Supplier will be provided a two-week lead time to manufacture new trusses.

8. All Products and Deliveries are to be furnished and made in accordance with all of the Project plans, specifications and Owner/General Contractor Contract including but not limited to all General and Supplementary General Conditions, alternates and addenda (hereinafter collectively referred to for convenience as the "Contract Documents") on the Project all of which are incorporated herein by reference. Supplier acknowledges and agrees that the Contract Documents are not limited to specific plans and specifications customary to this Supplier.

9. All Deliveries are FOB to the Project Site.

10. **Payments.** Supplier shall submit invoices (along with all supporting documentation including but not limited to signed delivery tickets, bills of lading and other information reasonably required to substantiate any amount requested in any invoice) for Materials delivered to the Project to the Contractor no later than the 20th day of each Month (and in the event the 20th falls on a weekend or holiday, shall be submitted before said weekend or holiday). Provided a proper and approved invoice has been received and all Materials invoiced for are received, and conform to this Agreement and the Contract Documents, Contractor shall make payment to Supplier on approved invoices, no retainage withheld, within 7 days of Owner's payment to Contractor within the month following the pay period in which the Supplier's materials were delivered. Supplier expressly agrees that Contractor's receipt of current partial and/or final lien releases from Supplier, and anyone serving a Notice to Owner under Supplier, shall in each instance be a condition precedent to Contractor's obligation to make payments hereunder. Furthermore, and to the fullest extent permitted by law, Supplier also expressly agrees that Contractor's receipt of all Close-Out Documents including but not limited to all Warranties, Guarantees, Attic Stock, Spare parts and/or tools, and Operation and Maintenance Manuals, shall be a condition precedent to Contractor's obligation to make final payment hereunder.

11. Contractor reserves the right to issue payment in the form of Joint Check between the Supplier/Vendor, or any sub-supplier or sub-vendor. Supplier agrees to sign a Joint Check Agreement upon request by Contractor. In addition, if Supplier is found to be past due on any project related supplier invoices Contractor reserves the right to joint check and pay any past due invoices and Supplier agrees to comply with this provision and to sign joint checks as required to pay past due supplier balances. Supplier also agrees to contact any sub-suppliers and inform sub-suppliers to release any and all invoicing information related to their work on project to Contractor

12. Any change requested by either of the Parties hereto shall only be valid if effectuated in a signed memorandum executed by both Parties.

13. Notice by either Party to the other as to any disputes arising out of or related to this Agreement shall be made in writing and no later than seven (7) calendar days after the event out of which such dispute arises.

14. Any provision in any invoice, delivery ticket or other documentation presented by Supplier purporting to limit warranties, allow for the recovery and/or assessment of consequential damages or to bind the Contractor to pay interest and/or legal fees shall be valid only if each such provision is expressly accepted in writing by the Contractor. Accordingly, this paragraph will be deemed to supersede any such document, including those arising after the execution of this Agreement.

15. Supplier shall not assign this Agreement without the written consent of the Contractor. The foregoing notwithstanding, and to the fullest extent permitted by law, Contractor may assign this Agreement in whole or in part at its sole discretion at any time without written notice to the Supplier and the Supplier agrees to perform its obligations hereunder in accordance with such assignment, which Supplier shall confirm same in writing to assignee upon request, and Supplier releases Contractor from any sums due Supplier from such assignee.

16. Contractor may, upon seven (7) calendar day's prior written notice, terminate this Agreement either for cause or for its convenience at any time. To the fullest extent permitted by law, Supplier hereby agrees that it shall have no claim whatsoever for any direct or consequential damages arising out of or related to this Agreement, including but not limited to loss of anticipated profit, re-stocking fees, return, transportation and other fees, or from Contractor exercising its right to terminate this Agreement as aforesaid. Supplier further agrees that its sole remedy for damages shall be based on the ~~sum earned by and due to Supplier under this Purchase Order through the date of notice of such termination, and subject to back charge, set-offs or claims of Contractor.~~ value of work performed through the date notice of such termination is received.

17. ~~The Supplier shall not assign this Agreement without the written consent of the Contractor. Notwithstanding the foregoing, and to the fullest extent permitted by law, it is agreed and understood that the Contractor may assign this Agreement in whole or in part at its sole discretion at any time without written notice to the Supplier and that the Supplier agrees to perform its obligations under this Agreement in accordance with such assignment and the Supplier shall confirm same in writing to the assignee upon request.~~

18. The Parties hereto agree that this Agreement shall be governed by the laws of the State of Florida.

19. The parties hereto agree that the exclusive venue for the enforcement of or for any disputes arising from this Agreement shall be in Orange County, Florida.

20. This Agreement is contingent upon the execution of a General Contract between the Contractor and the Owner for the complete the Project.

21. If any provision of this Agreement is determined to conflict with any law or be held void or unenforceable, the remaining provisions shall remain binding and in full force and effect.

22. This Agreement may be executed in multiple counterparts, each of which will be deemed an original; moreover, faxed signatures and similar transmissions of same via email shall have the same force and effect as original signatures.

23. The persons executing this Agreement do hereby warrant that they have the authority to bind their respective entity.

24. The effective date of this Agreement shall be the date stated above, and this Agreement shall be effective when mutually executed by Contractor and Supplier.

Ridgway Roof Truss Company
(Supplier)

By: _____
Wells The Losen, President

Date: 4/9/21

NEI General Contracting, Inc.
(Contractor)

By: _____
Josef F. Rettman, President

Date: 4/12/21

This Purchase Order may be executed in multiple, identical counterparts, each of which when duly executed shall be deemed an original and all of which shall be construed together as one Purchase Order. Copies, electronic pdf's and/or facsimiles of this Purchase Order or counterparts, whether signed by hand or by electronic signature, may be used for any lawful purpose as an original.

Attachments made part of this Purchase Order:

1. LOI dated March 12, 2021
2. Drawings & Specifications
3. Sample Insurance Certificate
4. Form W-9
5. Ridgway Roof Truss Company's Terms & Conditions on All Purchase Orders.

Ridgway Roof Truss Company

(Trusses and Prefabricated Building Components)

Address: 235 SW 11th Place, Gainesville, FL 32601

Telephone: (352) 376-4436
Fax: (352) 371-3316

Email: Sales@RidgwayTruss.com
RidgwayTruss.com

Terms and Conditions of All Purchase Orders

***These Terms and Conditions are included and incorporated as part of Buyer's Purchase Order**

1. Offer & Acceptance: By submitting this Purchase Order, Buyer offers to enter into a binding contract with Seller on these terms. Any purported modification of these terms in Buyer's submitted Purchase Order shall be without effect unless Seller specifically assents in writing to Buyer's proposed additional or different terms. Any inconsistencies between these terms and any terms or conditions included in Buyer's Purchase Order, or any attachment or addendum thereto, are to be resolved in favor of these Terms and Conditions of All Purchase Orders.

2. Delivery Date: The anticipated delivery date is 07/01/2021 with any remainder of the order to be delivered multiple times within the following 12 month period. This fulfills the requirement of the Florida Sales Tax rules and law for sales in the State of Florida.

3. Tax: All sales tax conforms to the Sales Tax rules and laws in each applicable state. If the project is in Florida, this purchase order complies with the Florida Sales and Use Tax Rule 65-341 rev. 12/93 which meets the one sale condition of the $5,000 limitation in which the additional Surtax be charged only one time, if applicable. Seller acknowledges that all applicable tax is included in the total price of the order.

4. Specifications: Seller will meet the required specifications for Wood Trusses and/or Truss Components for this order.

5. Lead Time: Seller requires a 2 week lead time for deliveries. Any changes made to the original delivery schedule will also require a 2 week lead time, in order to build the trusses.

6. Deliveries: Buyer may elect to pick up its order from Seller's place of business or to have its order delivered to the job site. Buyer shall indicate its election on its Purchase Order. If Buyer chooses to have its order delivered to the job site, the cost of delivery will be invoiced to Buyer. Seller reserves the right to use qualified transportation vendors for delivery of any and all manufactured products to the jobsite.

7. Unloading: If Buyer's order includes floor trusses and Buyer chooses to have its order shipped to the job site by Seller, Buyer shall take full responsibility for unloading floor trusses at the job site.

8. Risk of Loss: Risk of loss shall pass to Buyer when Seller delivers trusses to a third party carrier, if applicable. If Seller is to deliver the trusses to the job site, risk of loss shall pass to Buyer upon unloading.

9. Inspections: Buyer will immediately inspect deliveries of trusses and truss components for damage or shortage. Buyer must notify Seller immediately, in writing, of any discrepancies in the goods delivered.

10. Change Orders: Any additional changes to the original Purchase Order must be in writing and received by Seller 2 weeks in advance of the manufacture and delivery of such goods. Written or email authorization by Buyer or Buyer's Representative constitutes a written Change Order.

11. Pre-Liens: Notices to the Owner and/or Contractor are filed on all projects. Waivers are processed as payments are made.



12. Payment: On the 10th of each month following a month during which Seller made deliveries to Buyer under this Purchase Order, payment for those deliveries shall be due and Seller will invoice Buyer for the cost of deliveries made during the prior month and for any other amounts due and owing]. Buyer agrees to make payments according to the terms and due dates on Seller's invoices. No retainage is allowed to be held on payments due. Payments due from Buyer to Seller shall not be offset pursuant to any other separate agreement between Buyer and Seller.

13. Limitations on Liability; No Indemnification: Seller is not subject to Prime Contracts between Buyers and Owners. Seller is not responsible for, and will not indemnify and/or hold harmless the Contractor, Owner, Architect, Engineers, Construction Lender, or any other party from any or all claims, loss, damage, demands, cost, liability, exposure, and expenses associated with this purchase. Seller shall not be responsible for any acts out of their control, force majeure, or any liability of any other party whether by actions or assumed in contract, such as liquidated damages.

14. Guarantees: Seller will promptly correct any truss product that arrives on the jobsite with damage, without expense to the buyer, but only to the extent such damage was caused by Seller and its employees or drivers. All materials purchased from Seller are covered with a One Year Warranty. This Warranty guarantees the materials to be free from defects and workmanship for One (1) Year from the date of delivery of materials to of the project. This Warranty excludes material which has been abused, neglected, installed improperly, or contains defects or damages made by the Buyer or other trades or in any other manner after delivery.

15. Choice of Law and Venue: This Purchase Order and subsequent agreement shall be governed by the laws of the State of Florida. The exclusive venue for any dispute arising out of this agreement shall be in a court of competent jurisdiction located in Gainesville, Alachua County, Florida. The Parties hereby waive any objection they have to venue in Gainesville, Florida on any grounds, including *forum non conveniens.* The prevailing party in any legal dispute arising out of this Purchase Order shall be entitled to its reasonable attorney's fees incurred in prosecuting or defending such action (as the case may be), including those incurred through the completion of any appellate proceeding(s).

16. Complete Agreement: This Purchase Order and these terms constitute the entire agreement and understanding between Buyer and Seller and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter of this Purchase Order.

Signatures:

Buyer:

_____ _____

(Signature) (Date)

_____

(Print Name of Buyer)

_____**, as authorized agent of Buyer**

(Print Name)

Seller:

_____ 4/9/21

(Signature) (Date)

Wells S. The Losen, President
Ridgway Roof Truss Co., Inc.

Exhibit "1"

NEI
GENERAL CONTRACTING

3/12/2021

Ridgway Roof Truss Company, Inc.
Attention: Mike Weldon
235 SW 11th Place
Gainesville, FL. 32601

NEI Project Name: Ashley Square Apartments
Project Location: 650 Newnan Street North, Jacksonville, FL. 32202
Subject: **Letter of Intent**

Dear Mike Weldon:

This letter shall confirm our intent to award **Ridgway Roof Truss Company, Inc.**, a Material Supply Agreement for the performance of the following scope(s) of work, and in the amount of **$400,000** (subject to change in accordance with continuing negotiations, until such time as the Subcontract/Supply Agreement has been issued).

In consideration of the following scope as per the signed and submitted Exhibit A.

Including, but not limited to:

- Complete Roof Truss Package – including truss-to-truss hangers
- Complete Floor Truss Package – including floor trusses, floor joists, and wood floor beams per plans – also includes truss-to-truss hangers
- Delivery to project site
- Deliverable Lead Times:
  - 8-9 weeks shop drawing production
  - 2-3 weeks architect review/comment/approval
  - 2-3 weeks production/delivery

By executing this agreement your firm agrees to proceed in accordance with the Contract Documents. This agreement is directly contingent upon NEI General Contracting, Inc. (hereinafter "NEI") executing a contract with the Project Owner. NEI, at its sole option and discretion, reserves the right to terminate this Letter of Intent at any time and shall not be held responsible for any damages related to this agreement whatsoever, including but not limited to anticipated profit or any other damages whether direct or indirect, arising out of or related to such termination. Liability, in the event of a termination shall consist solely of the actual costs of materials and labor actually provided and performed on the Project.

Please sign below confirming your acceptance of this Letter of Intent, and return a signed copy to this office within forty-eight (48) hours of receipt. If we do not receive your signed acceptance within this time frame, we may, but shall not be obligated to terminate this agreement at our sole discretion.

In addition, your firm expressly agrees to proceed with the preparation, review, submission and approval of all necessary documents, including, but not limited to shop drawings, calculations, product data, samples, reports, submittals, certificate(s) of insurance and other administrative functions. This subcontractor agrees to produce shop drawings within 9 weeks. This Letter of Intent shall be void upon the execution of the Subcontract Agreement.

To the fullest extent permitted by law, **Ridgway Roof Truss Company, Inc.** shall indemnify, hold harmless and defend NEI and the Project Owner, and each of their officers, directors, members, employees, agents, affiliates, sureties, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work or any act or omission of the Subcontractor, its employees, agents or sub-subcontractors.

Prior to commencing work on the project your firm shall maintain insurance coverages as described in the attached Sample Certificate and shall furnish NEI with a Certificate of Insurance naming NEI General Contracting, Inc., the Owner, and all other parties required by NEI as Additional Insureds on the CGL, Auto Liability, and Umbrella policies. The required endorsements must also be provided in accordance with the Sample Certificate. In addition, to the extent required, you agree to furnish NEI with payment and performance bonds (if required) in the form prescribed by NEI equal to the Subcontract amount within ten (10) business days from the date of this letter.

Very truly yours,
NEI General Contracting, Inc.

Signature: _____

Name: Jon Defazio

Title: Project Manager

Date: 03/12/2021

ACKNOWLEDGED AND AGREED
Ridgway Roof Truss Company, Inc.

Signature: _____

Name: MICHAEL WELDON

Title: VP SALES

Date: 3-12-21

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Ridgway Roof Truss Company, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
235 SW 11th Place

Requester's name and address (optional)

6 City, state, and ZIP code
Gainesville, FL 32601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
5	9	-	0	9	9	0	4	4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/5/21

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

FLORIDA

2021 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/20

This Certificate Expires on December 31, 2021

Business Name and Location Address

RIDGWAY ROOF TRUSS COMPANY
235 SW 11TH PL
GAINESVILLE, FL 32601-7939

Certificate Number

11-8012356527-9

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into tangible personal property being repaired.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Your *Florida Annual Resale Certificate for Sales Tax* (Annual Resale Certificate) allows you or your representatives to buy or rent property or services tax exempt when the property or service is resold or re-rented. You **may not** use your Annual Resale Certificate to make tax-exempt purchases or rentals of property or services that will be used by your business or for personal purposes. Florida law provides for criminal and civil penalties for fraudulent use of an Annual Resale Certificate.

As a seller, you must document each tax-exempt sale for resale using one of three methods. You can use a different method each time you make a tax-exempt sale for resale.

1. Obtain a copy (paper or electronic) of your customer's current Annual Resale Certificate.
2. For each sale, obtain a transaction authorization number using your customer's Annual Resale Certificate number.
3. Each calendar year, obtain annual vendor authorization numbers for your regular customers using their Annual Resale Certificate numbers.

Online: Visit **floridarevenue.com/taxes/certificates**

Phone: 877-357-3725 and enter your customer's Annual Resale Certificate number

Mobile App: Available for iPhone, iPad, and Android devices

Project: Ashley Square Apartments													
Discipline: Rough Carpentry & Trusses													
	Turnkey Lumber Corp - 11/30/2020				**National Lumber - 02/26/2021**				**NEI - Direct Management - 5/21/2021**				
Rough Carpentry Scope Items	Cost	QTY	Unit	Total Line Cost	Cost	QTY	Unit	Total Line Cost	Cost	QTY	Unit	Total Line Cost	
Stick framing labor	$ 2,682,000	1	LS	$ 2,682,000	Action Framers	1	LS	$ 695,000	DD&C	1	LS	$ 652,817	
Lumber Package	INCLUDED	1	LS	$ -	INCLUDED	1	LS	$ 1,800,259	Bridgewell	1	LS	$ 1,155,000	
Truss Package	INCLUDED	1	LS	$ -	INCLUDED	1	LS	$ -	Ridgway Truss	1	LS	$ 418,158	
Framing Hardware Package	INCLUDED	1	LS	$ -	INCLUDED	1	LS	$ -	INCLUDED	1	LS	$ -	
Subtotal Base Bid				**$ 2,682,000**				**$ 2,495,259**				**$ 2,225,975**	
Add Alternates													
NEI Labor for Delivery Coordination, Receiving, Installation-Support									NEI Self-Perform	1	LS	$ 175,173.74	
Adjusted Grand Total				**$ 2,682,000**				**$ 2,495,259**				**$ 2,401,148**	

Project: Ashley Square Apartments													
Discipline: Windows													
	Berger Windows - 04/12/2021				**NEI - Direct Management- 04/08/2021**				**ABC Supply - 04/12/2021**				
Vinyl Windows Scope Items	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost	
Supply 280EA - Twin-Mulled Single Hung	incl	280	EA	$ 385,309	Two Rivers	280	EA	$ 189,000	incl	280	EA	$ 219,800	
Supply 16EA - Single Hung	incl	16	EA	incl	Two Rivers	16	EA	$ 6,000	incl	16	EA	$ 5,936	
Turnkey Installation and Equipment	incl	1	LS	incl	EXCL				EXCL				
Subtotal Base Bid				**$ 385,309**				**$ 195,000**				**$ 225,736**	
Add Alternates													
NEI Labor for Delivery Coordination, Receiving, Installation-Support					NEI Self-Perform	1	LS	$ 71,894					
Install Only - MDH Jax, Inc. Quote (03/09/2021)									Vinyl Window Install			$ 110,000	
Adjusted Grand Total				**$ 385,309**				**$ 266,894**				**$ 335,736**	

Project: Ashley Square Apartments													
Discipline: Cabinets													
	Builders First Source - 8/22/2021				**Berthos Interiors, LLC - 9/15/2021**				**National Cabinets - 8/23/2021**				
Cabinets Scope Items	Cost	QTY	Unit	Total Line Cost	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost	
All Cabinets plywood construction, full overlay style, KCMA standards or better	INCLUDED	1	LS		INCLUDED	1	LS		INCLUDED	1	LS		
P-Lam Countertops Included Throughout	INCLUDED	1	LS		INCLUDED	1	LS		INCLUDED	1	LS		
Installation included	PLUG	1	LS	$ 88,380	INCLUDED	1	LS		INCLUDED	1	LS		
Subtotal Base Bid				**$ 589,854**				**$ 421,500**				**$ 552,008**	
Add Alternates													
NEI Labor for Delivery Coordination, Receiving, Installation-Support					NEI Self-Perform	1	LS	**$ 67,433**					
Adjusted Grand Total				**$ 589,854**				**$ 488,933**				**$ 552,008**	

Project:	Ashley Square Apartments								
Discipline:	Daily Street Sweeping / SWPPP Maintenance								
	Various Site-Work Operations				NEI Direct Labor				
Site-Work Scope Items	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost	
Marietta Sand: Item #8 in Exhibit A - Daily Street Sweeping	Optional	1	Day	$ 542	Optional	1	Day	$ 424	
	@140 DAYS				@140 DAYS				
Adjusted Grand Total				**$ 75,818.40**				**$ 59,360.00**	

Project:	Ashley Square Apartments										
Discipline:	Drywall/Painting/Insulation/Metal Studs/ACT										
	AM Drywall Contractors				IDP - Ivester Drywall & Painting, Inc.				Florida Paints / LV Professional Services			
Drywall/Painting/Insulation/Metal Studs - Scope Items	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost	Incl/Excl	QTY	Unit	Line Cost
All interior Drywall partitions using 5/8" (M.R. in wet areas; baths, behind sinks)	incl	1	LS		incl	1	LS		incl	1	LS	
Framed GYP ceilings per details provided	incl	1	LS		incl	1	LS		incl.	1	LS	
Level 4 Finish per plans	incl	1	LS		incl	1	LS		incl.	1	LS	
Acoustical/Fire Caulking at Head/Foot walls per wall types	incl	1	LS		incl	1	LS		incl	1	LS	
Resilient Channel with 5/8" Gyp Board on ceiling fire rated ceilings	incl	1	LS		incl	1	LS		incl	1	LS	
Drywall & Metal Framing @ Ground Level Amenity Area	incl	1	LS		incl	1	LS		incl.	1	LS	
2HR Mechanical Shafts	incl	1	LS		incl	1	LS		incl.	1	LS	
Interior & Exterior Painting	Plug	1	LS		incl	1	LS		Add for	1	LS	
Subtotal Base Bid				**$ 1,463,506**				**$ 1,425,450**				**$ 1,168,298**
Add Alternates												
NEI Labor for Delivery Coordination, Receiving, Installation-Support									NEI Self-Perform	1	LS	$ 72,000.00
Adjusted Grand Total				**$ 1,463,506**				**$ 1,425,450**				**$ 1,240,298**