

Exhibit G

From: Riviera Neighborhood [mailto:rivieraneighborhood@gmail.com]
Sent: Sunday, March 04, 2018 10:01 PM
To: Foeman, Walter; Trias, Ramon; Mena, Michael; Lago, Vince; Keon, Patricia; Quesada, Frank; Valdes-Fauli, Raul
Cc: Pat (Anita) Nolan; R. Amanda Rich; Sue Kawalerski; Chip Withers; Gigi Citarella; tfriguls@comcast.net; Francisco DeCaso; Troy Register; Richard Ebsary; Henry Pinera; Sandy Levinson; Marlin Ebbert
Subject: 1500 Venera Project

Mr. Foeman, Mr. Trias,

Please add the contents of this email to the public record associated with the 1500 Venera project per the policy adopted during Mayor Cason's tenure to accept comments electronically.

Mayor and Commissioners,

You have asked us to bring you more facts and we are attempting to do so.

We are writing to further document the true intent of this project. This project is a student housing project. This has been documented as such by multiple development partners associated with the project as part of construction bid documents that we purchased from the Dodge Data and Analytics website (<https://www.construction.com/>). Our hope is that the commission evaluate this project through the lens of a student housing project.

This documents were found for sale through a Google search for "Venera Student Housing" on January 17, 2018. I'm including the links to the original compressed files which contain full design schematics as of that date (prior to the addition of the adjacent property being purchased). The original compressed files can be found at the links below:

https://drive.google.com/open?id=16PpgY21F1gbvo7Uc2_nzO6Gg_jmPGa39

<https://drive.google.com/open?id=1kApsMwH606ZHRrpCaMLt7nyQXoyHkQqW>

<https://drive.google.com/open?id=114GRo3k4pgkwbcqpED9h6JCQqoQTbrr8>

https://drive.google.com/open?id=13N17uGwzD1Lx30OWg-URg_uMfc6dkA6P

I will now go ahead and highlight some of these documents as well as supporting documentation (which I'm attaching to this email independently).

- 1) Notably the dodge website still lists the project as Venera Student housing as of today March 4, 2017. <http://dodgeprojects.construction.com/viewproduct.htm?sku=201600654883&mode=pdf>. (image-of-dodge-website-4mar2018.jpg)
- 2) All the design schematics (CAD outputs) within the ZIP files are labelled with Landmark Properties as the clear -- albeit private -- owner. The cover include this detail (Reference attached file 201600654883__1_COVER.pdf)
- 3) Landmark Properties, on it's own website, describes itself as "The Nation's Top Developer of Student Housing -- 2 years running". Reference attached file "nations_top_developer.jpg".
- 4) The Project description is clearly titled "Venera Student Housing". Reference file 201600654883-DR.pdf
- 5) The architecture firm is clear -- Reference attached file 201600654883__1_Specs01_Specs06.pdf

"The site is not only within walking distance to the shops at Sunset Place and the neighboring Riviera Park but more importantly the proximity to the University of Miami and the Metrorail Transit Station along Dixie Highway **makes this location prime for student apartments.**"

- 6) The Insurance statement (Exhibit C) also clearly refers to this as "Venera Student Housing". Refer to attached document 201600654883__1_Specs01_Specs05.pdf
- 7) KAST Construction company list of trade responsibilities is clear. Refer to attached document 201600654883__1_Specs01_Specs04.pdf
Multiple partners in this project have acknowledged the intent to market to students.

Sincerely,

Henry Pinera
RNA Secretary
1215 Aduana Ave



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Venera Student Housing -Retail-Swimming Pool-Parking Garage

Valuation: \$36,000,000 Owner Type: Private Bid Ends:
Location: FL (Dade) Report #: 201600654883 v. 7

Description:

[Documents in this Project](#)

The full project report includes up to **131 fields of additional information**, including:

- ▶ Bidders List
- ▶ Searchable Specs
- ▶ Structural Information
- ▶ Key Bid Contacts
- ▶ Plans
- ▶ Project Updates

What does the full Dodge Report include?

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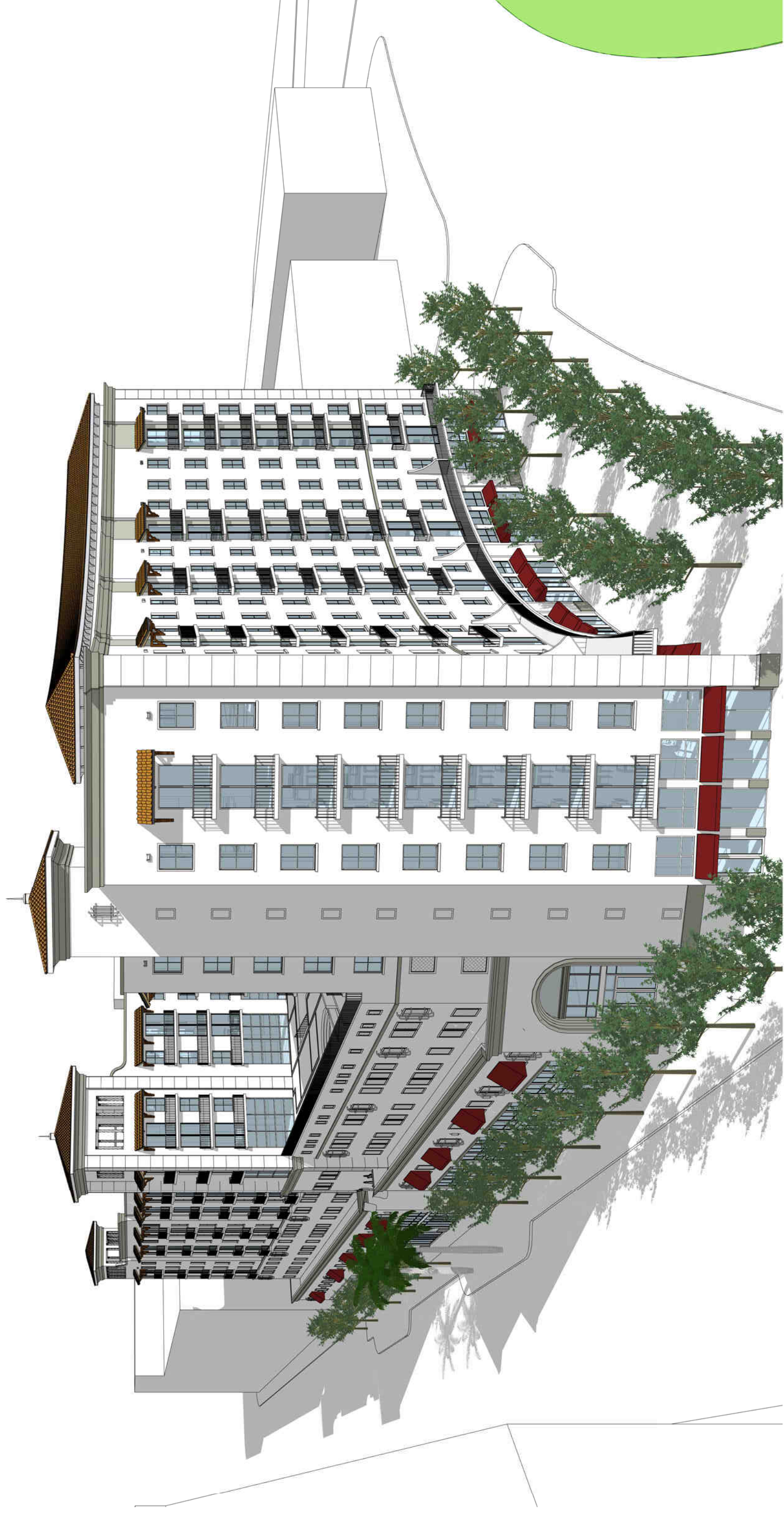
VENERA

100% SCHEMATIC DESIGN DOCUMENTS

1500 VENERA AVE, 33146
1515 SAN REMO AVE, 33146
CORAL GABLES, FL

PROJECT NUMBER 17034

DATE 11/28/2017



OWNER



315 OCONEE STREET
ATHENS, GA 30601
P: 678.835.2674
WWW.LANDMARKPROPERTIES.COM



ARCHITECTURE, CIVIL, & LANDSCAPE

BERMELLO AJAMIL & PARTNERS, INC.

2601 S BAYSHORE DRIVE, SUITE 1000
MIAMI, FL 33133
P: 305.859.2050
WWW.BERMELLOAJAMIL.COM



STRUCTURAL ENGINEER

DDA, ENGINEERS P.A.

4930 SW 74TH STREET
MIAMI, FLORIDA 33155
P: 305.666.0711
WWW.DDAENG.COM

MEP ENGINEER

FRAGA ENGINEERS

135 SAN LORENZO AVE.
CORAL GABLES, FLORIDA 33146
P: 305.444.8210
WWW.FRAGAENG.COM



TRADE RESPONSIBILITIES

TRADE	DESCRIPTION	ESTIMATOR	PHONE	EMAIL
DIVISION 01-GENERAL REQUIREMENTS				
01 00 00	Lead Estimator	Matt Slater	561-618-3137	m Slater@kastbuild.com
01 00 11	Dumpsters	Matt Slater	561-618-3137	m Slater@kastbuild.com
01 32 23	Surveying	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
01 52 13	Construction Trailers and Offices	Matt Slater	561-618-3137	m Slater@kastbuild.com
01 54 19	Temporary Cranes & Hoists	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
	Traffic Contol (MOT)	Hunter Johnson	561-402-8778	hjohnson@kastbuild.com
01 56 26	Temporary Construction Fence	Matt Slater	561-618-3137	m Slater@kastbuild.com
DIVISION 03-CONCRETE				
03 30 00	Cast-in-Place Concrete	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
03 38 00	Post Tensioned Concrete	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
DIVISION 04-MASONRY				
04 20 00	Unit Masonry	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
04 40 00	Stone, Brick & Specialty Assemblies	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
DIVISION 05-METALS				
05 50 00	Metal Fabrications (Misc Metals)	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
05 70 00	Decorative Metals	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
DIVISION 06-WOOD AND PLASTICS				
06 20 00	Finish Carpentry, Millwork & Casework	Kevin White	561-402-8773	kwhite@kastbuild.com
06 46 00	Wood Trim	Kevin White	561-402-8773	kwhite@kastbuild.com
DIVISION 07-THERMAL & MOISTURE PROTECTION				
07 10 00	Waterproofing & Caulking	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
07 20 00	Specialty Insulation	Kevin White	561-402-8773	kwhite@kastbuild.com
07 50 00	Roofing	Scott Parrish	561-402-8776	sparrish@kastbuild.com
07 95 00	Expansion Control	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
DIVISION 08-OPENINGS				
08 10 00	Doors, Frames & Hardware	Kevin White	561-402-8773	kwhite@kastbuild.com
08 36 00	Overhead, Coiling and Panel Doors/Grilles	Scott Parrish	561-402-8776	sparrish@kastbuild.com
08 41 00	Storefronts, Windows & Glazing	Kevin White	561-402-8773	kwhite@kastbuild.com
08 90 00	Louvers	Kevin White	561-402-8773	kwhite@kastbuild.com
DIVISION 09-FINISHES				
09 20 00	Framing & Drywall	Kevin White	561-402-8773	kwhite@kastbuild.com
09 24 00	EIFS, Lath & Plaster (Stucco)	Kevin White	561-402-8773	kwhite@kastbuild.com
09 30 00	Tile, Stone & Marble	Kevin White	561-402-8773	kwhite@kastbuild.com
09 51 00	Acoustical Ceilings	Kevin White	561-402-8773	kwhite@kastbuild.com
09 61 00	Flooring Underlayment	Kevin White	561-402-8773	kwhite@kastbuild.com
09 62 00	Specialty Floorings	Kevin White	561-402-8773	kwhite@kastbuild.com
09 65 00	Resilient Flooring	Kevin White	561-402-8773	kwhite@kastbuild.com
09 68 00	Carpeting	Kevin White	561-402-8773	kwhite@kastbuild.com
09 90 00	Painting & Wall Covering	Kevin White	561-402-8773	kwhite@kastbuild.com
DIVISION 10-SPECIALTIES				
10 14 00	Signage	Scott Parrish	561-402-8776	sparrish@kastbuild.com
10 28 00	Toilet & Bath Accessories	Scott Parrish	561-402-8776	sparrish@kastbuild.com
10 28 19	Tub and Shower Doors	Scott Parrish	561-402-8776	sparrish@kastbuild.com
10 44 00	Fire Extinguishers & Cabinets	Scott Parrish	561-402-8776	sparrish@kastbuild.com
10 55 00	Postal Specialties	Scott Parrish	561-402-8776	sparrish@kastbuild.com
10 57 00	Closet Shelving	Kevin White	561-402-8773	kwhite@kastbuild.com
DIVISION 11-EQUIPMENT				
11 12 00	Parking Equipment	Scott Parrish	561-402-8776	sparrish@kastbuild.com
11 24 23	Window Washing Equip.	Scott Parrish	561-402-8776	sparrish@kastbuild.com
11 30 00	Residential Equipment	Scott Parrish	561-402-8776	sparrish@kastbuild.com
DIVISION 12-FURNISHINGS				
12 20 00	Window Treatments	Scott Parrish	561-402-8776	sparrish@kastbuild.com
12 30 00	Manufactured Casework	Kevin White	561-402-8773	kwhite@kastbuild.com
12 36 00	Countertops	Kevin White	561-402-8773	kwhite@kastbuild.com
12 93 00	Site Furnishings - Bike Racks, Benches, etc.	Scott Parrish	561-402-8776	sparrish@kastbuild.com
DIVISION 13-SPECIAL CONSTRUCTION				
13 11 00	Swimming Pools	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
13 12 00	Fountains	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
DIVISION 14-CONVEYING EQUIPMENT				
14 20 00	Elevators	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
14 91 00	Facility Chutes	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com

TRADE	DESCRIPTION	ESTIMATOR	PHONE	EMAIL
	DIVISION 21-FIRE PROTECTION			
21 00 00	Fire Suppression	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 22-PLUMBING			
22 00 00	Plumbing	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 23-HVAC			
23 00 00	HVAC	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 26-ELECTRICAL			
26 00 00	Electrical Contractors	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 27-COMMUNICATIONS			
27 00 00	Low Voltage Distribution	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 28-ELECTRONIC SAFETY &			
28 31 00	Fire Alarm	Rafael Semidey	561-402-8765	rsemidey@kastbuild.com
	DIVISION 31-EARTHWORK			
31 20 00	Excavation and Fill	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
31 23 19	Dewatering	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
31 62 00	Piles & Cassions	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
	DIVISION 32-EXTERIOR IMPROVEMENTS			
32 00 01	Site Contractor	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
32 14 00	Unit Pavers	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
32 17 23	Pavement Markings	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
32 31 00	Fencing and Gates	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
32 80 00	Irrigation	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
32 90 00	Landscaping	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com
	DIVISION 33-UTILITIES			
33 00 00	Underground Utilities	Hunter Johnson	561-402-8776	hjohnson@kastbuild.com

Exhibit C

Insurance Requirements and

Contractors Controlled Insurance Program (CCIP) Addendum

RE: **Venera Student Housing**

With respect to the above-referenced project, Kast Construction Company, LLC the (Contractor/SPONSOR), and ("owner") are insuring the project under a Consolidated Insurance Program ("CIP Program"), sometimes called a "wrap-up". The Contractor has retained the services of Insurance Office of America ("IOA") as the Program Administrator.

The Program will provide enrolled construction participants with commercial general liability and excess liability insurance, as described below (See "Program Coverage"). Program coverage will be provided in connection with the performance of the work on the Project. If selected, your participation in the program will be mandatory.

BIDDING PROCESS

Please submit your bid to Contractor as follows:

- 1) Total bid including an accurate estimate of your commercial general liability ("CGL") and excess liability ("XS") insurance costs. We are aware that your own CGL policy may inadequately insure or exclude projects of this type; however, for bidding purposes, please submit your bid as if you have adequate insurance in accordance with the contract requirements.
- 2) The Contractor/SPONSOR will anticipate an enhanced insurance value credit of 1.5% of Contract Value. This enhanced value credit is consistent with the coverage requirements in this addendum and the coverage provided under the CCIP.

SUPPLEMENTAL CCIP INSURANCE ADDENDUM

The following contractual provisions will be implemented as a supplement to the general conditions.

CONTRACTOR CONSOLIDATED INSURANCE PROGRAM (CCIP)

Contractor/SPONSOR has arranged with Insurance Office of America hereafter referred to as "CCIP Administrator", for the Location(s) to be insured under an Contractor Controlled Insurance Program (CCIP). The program provides general liability and excess liability insurance covering, Owner, Contractor/SPONSOR, its Enrolled Subcontractors of any tier and other persons or interests as Contractor/SPONSOR may designate in connection with the performance of the Work. Coverages and limits of liability under the CCIP will apply to all Work designated for inclusion in the program and will only apply to Owner, the Contractor/sponsor and Subcontractors and Sub-Subcontractors who are enrolled in the CCIP and will not apply to surveyors, testing engineers, hazardous waste removal and/or transport companies, vendors, suppliers, off site fabricators, material dealers, truckers, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the site. All Subcontractors with an Agreement with Contractor/SPONSOR shall be included and shall enroll in the CCIP. Contractor/SPONSOR reserves the right, in its sole discretion, to include or exclude any Subcontractor or Sub Subcontractor from the CCIP. Non-enrolled Subcontractors shall comply with the requirements contained in the Section titled "Subcontractor Maintained Coverages" in this agreement.

*** The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or it's possible applicability to any potential claim or loss.**

The Standard at Coral Gables
1500 Venera Avenue, Coral Gables

Schematic Design Narrative

Site and Context

Venera Apartments is a mixed use project strategically situated in Coral Gables, Florida surrounded by three principle streets. The site is not only within walking distance to the shops at Sunset Place and the neighboring Riviera Park but more importantly the proximity to the University of Miami and the Metrorail Transit Station along Dixie Highway makes this location prime for student apartments. The complex is composed of a total of 252,154 sf of which 23,000 sf is retail. A gym at the ground floor, a three story parking garage housing 374 parking spaces , an amenity deck with pool and clubhouse support a total of 166 apartment units. The retail spaces on the ground floor host a "paseo" that connects Venera Avenue and San Remo Avenue at midblock providing pedestrian circulation through the building base. The building façade on Yumuri St is shaped as a crescent taking on the curvilinear street facing the park. A plaza on Yumuri St establishes an urban gesture to Riviera Park and provides a potential gathering space for outdoor activity during the day and night. The main lobby anchors the main corner of the building facing the park. Access to the parking garage is directly off of Venera Ave and loading and back of house spaces on San Remo intentionally sited by design in order to mitigate residential traffic and service vehicles to the site.

Materials and Finishes

Construction will be of non-load bearing CMU at exterior walls with cast-in-place reinforced concrete columns and post-tensioned concrete slab floor system. Painted smooth stucco will finish the exterior walls accented with reveals and raised stucco banding. Precast simulated stone elements such as columns and trims will complement the Spanish vernacular. The window and storefront systems will be aluminum, operable casement windows with tinted impact resistant glazing and fixed-glazed storefronts. The building has been designed to incorporate the Mediterranean vernacular that is encouraged by the city of Coral Gables. This vernacular will include ceramic tile details, metal grilles at the parking garage openings, and metal finials at roof peaks. Juliette balconies afford views to the apartments as well as sustaining the Mediterranean vocabulary.

Typical interior material finishes include:

- *Interior wall surfaces: 5/8" gypsum wall board, painted*
- *Corridor: carpet, solution dyed*
- *Lobby: porcelain or stone tile flooring, painted 5/8" gypsum*
- *Wet areas: ceramic tile floor and base*
- *Retail: unfinished dark shell space with no floor slab*
- *Corridor ceilings: combination of drywall and acoustical ceiling tile*

Site Preparation

Demolition of existing structures, existing (above and underground) utilities and landscape will be coordinated and undertaken by ownership; is NIC to the scope of these drawings.

OFFSITE OPERATIONS

Coverage under the CCIP will only apply to those operations of insured parties at the site or sites in connection with the Work required by this Agreement. Off-site operations will only be covered by the CCIP with the written approval of the Project Administrator and if the off-site operations are identified and are dedicated solely to the Site. It is the responsibility of the Subcontractor to notify the CCIP Administrator to obtain coverage for specified off-site operations. Coverage will not become effective for any off-site operations until receipt by the subcontractor of written acknowledgment of coverage from the CCIP administrator.

INSURANCE MANUAL

Contractor/SPONSOR's and Subcontractors responsibilities under the CCIP are addressed in the Insurance Manual which is hereby incorporated by reference in this agreement and shall be considered a contract document. It is mandatory for the subcontractor to participate and enroll in the CCIP and comply with all administrative, insurance and other requirements outlined in the Insurance Manual or elsewhere in this Agreement. The failure of Contractor/SPONSOR to include the Manual in the bid documents shall not relieve subcontractor of any of the obligations contained therein. Subcontractor shall be responsible for requiring contractually that each Sub-Subcontractor comply with the provisions contained in the Insurance Manual and this Exhibit C.

COOPERATION

All Subcontractors shall cooperate fully with the Owner, Contractor/SPONSOR, CCIP Administrator and the CCIP Insurers. It is the obligation of Enrolled Parties insured by the CCIP to comply with all of the administrative, insurance and other requirements set forth in this Addendum, in the other Contract Documents and the CCIP insurance policies. No payment shall be due, and Contractor reserves the right to withhold payment due to such Eligible Parties until they have complied with all of their obligations.

PREMIUM COST

The cost of premiums for the coverage provided by the CCIP shall be paid by Contractor/SPONSOR. Contractor/SPONSOR will receive and pay, as the case may be, all adjustments in these costs, whether by way of dividends, audits or otherwise. Subcontractors at all tiers will execute any instruments of assignment as may be necessary to permit Contractor/SPONSOR receipt of these adjustments unless otherwise provided in this Agreement.

INSURANCE BID CREDITS

It is agreed that the Subcontractor and its Sub subcontractors will participate in the CCIP and that the Subcontractors compensation under this Agreement will be adjusted to reflect a deduction or credit for the Subcontractor and its Sub-subcontractor's insurance or cost of risk provided by the CCIP. Subcontractor will be responsible for recovery of Insurance Credits from its Sub-Subcontractors. Contractor/SPONSOR will apply a flat rate of 1.5% per unit cost of contract value as an enhanced value insurance charge. Subcontractors shall, at all times, cooperate with the CCIP Administrator and provide within ten (10) business days of the request, all requested documentation, including but not limited to underwriting, payroll, rating and prior loss history information and any other information if requested.—The Contractor agrees that Contractor/SPONSOR, the CCIP Administrator, and/or the CCIP Insurer may audit the Subcontractor's or any Sub-Subcontractor's records and insurance policies to confirm the accuracy. Contractor/SPONSOR will require all tiers of Subcontractors to do the same. Subcontractor further agrees that Contractor/SPONSOR is entitled to and may collect, from time to time,

*** The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.**

additional insurance credits resulting from any scope change orders, additional work, and inaccurate assumptions in the initial credit, or from information discovered during the above-mentioned audits which justify the taking of additional insurance credits.

INSURANCE POLICY INFORMATION

In order to verify the insurance cost estimate, Subcontractor may be required to submit copies of insurance policy declarations and rate schedule pages and deductibles/self insured retentions, policies and information on self-insured retention or retrospective rating programs and documentation of the total cost of risk in any self-insured program, including five (5) year loss experience or actuarial studies. The Subcontractor further agrees that Contractor/SPONSOR reserves the right and is entitled to determine additional insurance costs involving the work on the part of the Subcontractor or its Sub-subcontractors.

INSURANCE AND INDEMNITY

Contractor/SPONSOR assumes no obligation to provide insurance other than that referred to in this Agreement and in the Insurance Manual. Subcontractors should with the assistance of counsel and its insurance representatives, review the coverage, limits of liability and insurance policies to satisfy itself that the coverage meets the needs of the Subcontractors. Contractor/SPONSOR reserves the right to furnish other insurance coverage of various types and limits provided that such coverage will not be less than that specified in this Agreement. **The furnishing of insurance by Contractor/SPONSOR through the CCIP shall in no way relieve or limit or be construed to relieve or limit Subcontractor of any responsibility or obligation whatsoever otherwise imposed by the contract documents, including any indemnity obligation which Contractor or any Subcontractor has to Owner and Contractor/SPONSOR pursuant to other sections of this Agreement.** Subcontractor acknowledges that Contractor/SPONSOR is not an agent, partner or guarantor of the CCIP insurance carriers and is not responsible for any claims or disputes between Subcontractor and the insurance carriers. Any type of insurance coverage or increase in limits not provided by the CCIP which the Subcontractor requires for its own protection or on account of statute will be the responsibility of Subcontractor and at its own expense.

CCIP ENROLLMENT

Each Subcontractor shall require its Subcontractors to complete the necessary forms to enroll in the CCIP. The Contractor/SPONSOR and the Insurance Administrator will need all of the information requested on the **Enrollment Application (Form 1)** in Section H of the CCIP Manual. **This form must be completed, submitted to, and received by the Insurance Administrator prior to mobilization to obtain coverage under the CCIP.**

A separate Enrollment Application (Form 1) is required for each Eligible Subcontractor & Sub-subcontractor performing Work at the Project Site.

If subcontractor at any tier fails to notify the CCIP administrator of any subcontracted work and the contractor becomes responsible for any loss under the CCIP for any liability resulting from work subcontracted by subcontractor at any tier, subcontractor will indemnify the Contractor for such loss not covered by the CCIP.

The Insurance Administrator will issue to all Enrolled Subcontractor an electronic acknowledgment and CCIP Certificate of Insurance acknowledging acceptance of the applicant into the CCIP.

NOTE: ENROLLMENT IS NOT AUTOMATIC

* The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.

Enrollment into the CCIP is required, but not automatic. **Eligible Subcontractor MUST complete the enrollment forms, submit them to and be received by the Administrator and complete the enrollment process for CCIP coverage to apply.** Access to the Project Site will not be permitted until enrollment is complete.

SAFETY

Subcontractor agrees to maintain a safe workplace by complying with all safety practices, procedures, regulations and ordinances (including those promulgated by OSHA and EPA) and to assure its agents, employees and subcontractors also comply.

Subcontractors are responsible for hazard identification which identification is critically based on the specific tasks being accomplished by the trade-specific subcontractor and how that subcontractor decided to accomplish said tasks safely.

The subcontractor shall employ a competent superintendent/foreman who shall be in attendance at the site fulltime during the progress of the subcontract work.

CCIP TERMINATION

Contractor/SPONSOR reserves the right to terminate any portion of the CCIP. If Contractor/SPONSOR, for any reason, is unable to furnish coverage or elects to discontinue the Insurance Program or requests that a Subcontractor no longer participate in the program, the subcontractor will be given notice as required by the terms of their individual contracts. All insurance secured by Subcontractors pursuant to the Contractor/SPONSOR's requirements under the provisions of this Section shall be in policies subject to the Contractor/SPONSOR's approval, (acting through its CCIP Administrator) as to form, content, limits of liability, cost and issuing company. Contractor/SPONSOR reserves the right to increase or decrease the required limit under the above circumstance, the Contractor/SPONSOR may issue a change order which eliminates any deduction percentage for CCIP from progress payments due the subcontractor. The subcontractor may be required to maintain **onsite coverages** consistent with the amounts and terms of its offsite coverage. If any additional coverages are required by the contractor/SPONSOR, the sub contractor will issue a change order increasing an appropriate amount due the equipment, materials caused by any Subcontractor.

Representations, Warranties, and Disclaimers

Subcontractor shall: (a) comply, and cause Sub-subcontractors to comply, with all of the administrative, insurance, and other requirements outlined in this Addendum, the CCIP, and/or in the Contract documents; (b) incorporate the terms of this Addendum into all Construction Subcontracts and assure each Sub - Subcontractor's compliance with the requirements of the CCIP, this Addendum, and the Contract documents for the term of each contract; (c) obtain and maintain the required insurance for Work not insured by the CCIP; (d) provide, within five (5) business days of Contractor's or the CCIP Administrator 's written request, all documents or information requested of Subcontractor; (e) cooperate fully with the CCIP Administrator in the administration of the CCIP; and (f) assign, and it hereby does assign, to Contractor the right to receive all adjustments to premiums for CCIP coverages, whether by way of dividends, retroactive adjustments, return premiums, audits or otherwise.

Defense of Suit against More Than One Insured

In the event a claim, suit or other proceeding is brought against more than one insured under the CCIP, Subcontractor agrees, and will require in writing that each of its Sub-subcontractors agree, that Contractor may, at its sole discretion, select the same defense counsel and experts to defend all such insureds. To the fullest extent permitted by law, Subcontractor waives, and will require in writing that each of its Sub-subcontractors waive, any right they may have to select counsel to defend them from such claim, suit or proceeding. These waivers are deemed to be continuing. Nothing in this paragraph will preclude Subcontractor from hiring its own defense counsel, at its own expense.

*** The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or it's possible applicability to any potential claim or loss.**

CONTRACTOR/SPONSOR PROVIDED INSURANCE – Contractor Controlled Insurance Program (CCIP)

Prior to the commencement of Work, Contractor/SPONSOR, at its option and cost shall secure and, except as otherwise provided in this Agreement, maintain at all times, during the performance of this Agreement, the insurance specified below in the addendum for operations performed at the site(s):

Proof of Coverage

The Insurance Administrator will provide a Certificate of Insurance evidencing general liability and excess liability to each Enrolled Subcontractor, (each will be a named insured on the policies.)

Description of CCIP Coverages

The descriptions on these pages provide a summary of coverages. Subcontractors should refer to the policies for actual terms and conditions.

The following coverages will be provided for the Owner, Contractor and all enrolled subcontractors and their employees while performing Work at the Project Site.

Commercial General Liability (Shared limits by all parties)

Coverage: Third Party Bodily Injury and Property Damage, and Personal Injury/Advertising Injury

Limits of Liability

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Aggregate	\$2,000,000
Each Occurrence Limit	\$2,000,000

Deductible

\$25,000 Per Occurrence

Defense Payments are outside the Limits of Liability

- Includes Broad Form Property Damage Liability
- This Insurance will not provide coverage away from the Project Site for Products liability to any Subcontractor (enrolled or enrolled or non-enrolled) or Subcontractor, vendor, supplier, off-site fabricator, and material dealer exposures.
- Included in this policy is a Ten (10) Year Products & Completed Operations Extension with a non-reinstated aggregate limit.
- This program is not all inclusive, this policy contains exclusions. A partial listing of the exclusions are: Real & Personal Property in the care custody or control of the insured; Asbestos; Discrimination & Wrongful Termination; ERISA; Architects & Engineers Errors & Omissions; Owned & Non-Owned Aircraft, Automobile Liability; Nuclear Broad Form Liability.

Excess/Umbrella Liability (Shared limits by all parties)

Each Occurrence Limit	\$25,000,000
Annual General Aggregate Limit	\$25,000,000

Policy “follows form” (provisions, coverages, exclusions, etc.) of underlying Commercial General Liability policy wording.

Defense is outside the limits of liability.

* The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.

Refer to specific policy wording for complete insurance provisions.

Subcontractor Maintained Coverages

All Non-Enrolled Subcontractors of any tier shall maintain the following insurance. Each enrolled subcontractor must maintain proof of off-site coverage as required below and maintain proof of onsite coverage as required below for the Workers Compensation, Automobile Liability, Pollution Liability, Professional Liability and Tools/Equipment. All excluded subcontractors must maintain all of these coverages for both on-site and off-site activities.

Subcontractor shall, at its own expense, maintain on all of its operations, not less than the following coverage and limits of insurance which shall be maintained under forms of policies and from companies satisfactory to the Contractor/SPONSOR. The insurance company must have a financial rating of at least A-VII as defined by A.M. Best Company, approved and licensed in the state of Florida. Copies of policies shall be provided when requested.

Workers' Compensation and Employer's Liability

Workers' Compensation insurance shall be provided as required by any applicable law or regulation.

Each accident for bodily injury by accident	\$1,000,000
Policy limit for bodily injury by disease	\$1,000,000
Each employee for bodily injury by disease	\$1,000,000

A waiver of subrogation endorsement is required, issued in favor of Owner, Contractor using Endorsement WC 00 03 13 or its equivalent. Workers Compensation provided by a Leasing Company will be approved in writing by contractor/SPONSOR and prior to any work being performed on the project.

Commercial General Liability

▪ Subcontractor shall carry Commercial General Liability covering all operations and claims arising out of operations by or on behalf of Subcontractor, providing insurance for bodily injury liability and property damage liability consistent with contract requirements for the limits of liability indicated below and including coverage for:

- (1) premises and operations;
- (2) products and completed operations;
- (3) broad form property damage
- (4) contractual liability insuring the obligations assumed by Vendor and/or Subcontractor in this Agreement,
- (5) explosion, collapse and underground hazards; and
- (6) personal injury liability and Advertising Liability
- (8) Severability of Interest
- (9) Any restrictions or exclusions regarding habitational or residential work need to be identified in writing to the CCIP Administrator and approved in writing by the Contractor. Such exclusion may create an adjustment of the bid credit.
- 10) Extended Products and Completed Operations Endorsement through the Statute of Repose may be required for Excluded Subcontractors.

(Excluded Subcontractors only) Except with respect to bodily injury and property damage included within the products and completed operation hazards, the aggregate limit, where applicable, shall apply **separately per project** to Vendor and/or Subcontractors work under this Agreement.

▪ The limits for an Occurrence form Commercial General Liability policy, the limits of liability shall be not less than:

* The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)
\$1,000,000 for personal injury liability
\$2,000,000 aggregate for products-completed operations
\$2,000,000 general aggregate per project

The Policy must have an endorsement providing that the general aggregate limit applies separately per project. A waiver of subrogation endorsement is required (CG 2404 or its equivalent), issued in favor of Owner/Contractor/SPONSOR. Deductible/SIR Provisions shall be no greater than \$5,000 unless approved in writing by Contractor. The policy shall be endorsed to be primary and noncontributing coverage, or shall so provide by their terms, to any other insurance coverage available to or maintained by Owner (except Builders Risk) shall be excess.

Additional Insured Endorsement:

- The Bodily Injury and Property Damage Liability policies shall include a provision or endorsement naming both Owner and Kast Construction Company, LLC, all parties identified in the contract documents, and their officers and employees as additional insureds with respect to liabilities arising out of Vendor and/or Subcontractors performance of the work under this Contract. **The additional insured endorsement shall provide coverage at least as broad as Additional Insured (Form B) endorsement form CG 20 10 11 85 or its equivalent if available. If the CG 2010 11/85 is not available, then the CG2010 10/01 and CG2037 10/01 as published by the Insurance Services Office (ISO) shall be provided or their equivalent.**

Automobile Liability

Commercial Business Auto Policy providing coverage for all owned, hired and non-owned automobiles, trucks and trailers with coverage limits not less than \$1,000,000 Combined Single Limit each accident for Bodily Injury and Property Damage. Coverage is required of all subcontractors of every tier, suppliers and material men involved with the project, whether enrolled or not, and shall apply both on and away from the Project Site. The Commercial Auto policy shall include Contractor and Owner as an additional insured. A waiver of subrogation endorsement shall also be provided.

Excess Liability Insurance

Vendor and/or Subcontractor shall carry excess liability insurance over the limits set forth above, as scheduled underlying coverages, covering all operations by or on behalf of Vendor and/or Subcontractor for limits as specified below unless otherwise agreed to by Contractor:

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

The policy shall contain the following provisions:

- (1) Commercial General Liability Follow Form
- (2) Commercial Auto Liability Follow Form
- (3) Employers Liability Follow Form
- (4) Self-Insured Retention Maximum of \$10,000

Tools and Equipment Insurance

* The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.

Subcontractor is responsible for its tools and equipment used at the project site, whether owned, leased, rented or borrowed. Neither the project sponsor nor the Contactor shall be responsible for any loss or damage to the Subcontractors or Sub-Subcontractors tools and equipment.

Policies of insurance covering the **Subcontractor** for physical loss to its owned and leased vehicles, machinery, tools or equipment shall provide for a Waiver of Subrogation in favor Kast Construction Company, LLC., and associated, affiliated or subsidiary companies (to the extent applicable) and other contractors/subcontractors.

Pollution Liability:

If Subcontractors or their Subcontractors are required to perform remedial operations involving hazardous material such as asbestos containing materials, contaminated soil, etc., they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$1,000,000 aggregate for bodily injury, personal injury and property damage, naming Contractor as additional insured.

If Subcontractor or their Subcontractors haul hazardous waste they must carry Automobile Liability insurance with \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles and include MCS 90.

Professional Liability

All professional service firms must provide professional liability insurance appropriate for their profession with limits of not less than \$1,000,000 per claim. Architect and engineering firms must provide Errors and Omissions Insurance with a limit of not less than \$ 1,000,000 per claim for prime design Contractors. Such insurance requirements may be increased as the need arises. In addition all Subcontractors providing engineering services in order to satisfy required submittals must have errors and omissions insurance not less than \$1 million dollars per claim or such other reasonable amount determined by Contractor.

Crane Liability and Riggers Legal Liability Insurance

All subcontractors operating, hiring or contracting others to use operate or hire a crane will be required to supply Owner with an updated crane certification and adhere to OSHA Standard # 1926.1427. The crane certification shall be kept on the job site at all times. In addition, the Subcontractor will maintain or cause to be maintained property damage insurance for the Crane Liability insurance with minimum limits of \$5,000,000 and Riggers Liability insurance with minimum limits of \$1,000,000 per occurrence (claims made policies are not acceptable unless approved by Owner in writing and are subject to additional insurance requirements) covering loss or damage to all property, including not only property in operator's care, custody and control but also consequential damage to all other property arising from all Crane and/or Rigging operations. The insurance coverages will be the broadest form available including, Boom Overload and Collapse, Over-the Road Liability, Debris Removal, Preservation of Property and if applicable, Property in Transit. The policy will name the Owner, Owner's Representative, Contractor and other entities as may be reasonably requested as additional insureds. All damages to the crane are the sole responsibility of the Subcontractor and the Subcontractor waives and shall cause all applicable insurance carriers providing physical damage insurance on the Crane to also waive all right of recovery against the Owner, Owner's Representative, Contractor and all other parties with interest in the Project for all damages to the crane.

Further Requirements

If at any time Subcontractor's insurance fails to meet the requirements stated in this Addendum, then, after five (5) days written notice and opportunity to cure, payments may be held until the noncompliance has been corrected in a manner acceptable to Contractor. In the event Subcontractor fails to secure or maintain any policy of insurance required by this addendum, Contractor at its' sole discretion and election, may (but will not be not obligated to) (i) secure such policy of insurance in the name of and for the account of Subcontractor and in such event, Subcontractor * The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or it's possible applicability to any potential claim or loss.

shall reimburse Contractor promptly upon demand for the cost thereof; or (ii) terminate this Agreement, and Contractor shall retain all rights and remedies hereunder for breach of this Agreement. Contractor shall have the right to offset the cost of any such insurance, including, without limitation, the cost of premiums, against any sums payable to Subcontractor under this Agreement or otherwise.

Warranty Obligations

Neither the Subcontractor's Deductible/Self-Insured Obligation limitation, nor the CCIP policy, shall apply to (i) any obligation of Subcontractor to provide customer service or to correct defective materials or workmanship arising during the term of the Subcontractor's Warranty; or (ii) any claim not covered by the CCIP (a claim or demand for which the CCIP does not provide a defense and/or indemnity.)

INDEMNITY

Notwithstanding the requirements and obligations set forth in Article 12 of the Subcontract Agreement, Subcontractor is a Participant under the Wrap Up Insurance Policy. Article 12 Subcontract Agreement shall apply in the event the Wrap Up Policy does not in fact fully protect, indemnify and defend Owner, Contractor and the other Indemnitees. In the event that the Wrap Up is exhausted, inapplicable or unavailable, Subcontractor's obligations under Article 12 of the General Conditions shall immediately be triggered. Subcontractor's obligations to defend and indemnify Owner, other Subcontractors and other Indemnitees shall exist whether or not there is available insurance coverage.

WAIVER OF RECOVERY

All Enrolled subcontractors, and non-enrolled Subcontractors waive all rights of recovery because of deductible clauses, inadequacy of limits of any insurance policy, or otherwise against Contractor/SPONSOR, the CCIP Administrator, their officers, agents, or employees, other Subcontractors of any tier working at this location.

WAIVER OF SUBROGATION

Sponsor/Contractor and Subcontractors of any tier waive all rights of subrogation against each other for damages to the extent covered by the CCIP.

INSURANCE POLICY CONDITIONS

Subcontractors of any tier shall not violate or knowingly permit to be violated any conditions of the policies of insurance provided by SPONSOR under the terms of this Article. All requirements and obligations imposed on the Subcontractor by this Article, the Insurance Manual or the insurance policies referred to herein shall likewise, by Subcontractor or otherwise, be imposed on, assumed and performed by each of the Subcontractors.

MAINTENANCE OF RECORDS

The Subcontractor agrees and will require each Sub-subcontractor to agree to keep and maintain an accurate and classified records and information in accordance with the requirements of the insurance company or companies and as required in the Insurance Manual. The Subcontractor and its Sub-subcontractors agree to permit its books and records to be examined and audited periodically by the Insurance company or companies, Contractor/SPONSOR or their respective representatives.

*** The summary of coverage is given solely as a general indication of policy limits. Each subcontractor will be required, by contract, to rely upon their own independent review and analysis of the Program coverage, or the review and analysis by their insurance agent, broker and/or attorney, in formulating any understanding and/or belief as to the amount, limits, nature, type or extent of any Program coverage and/or its possible applicability to any potential claim or loss.**

CERTIFICATES OF INSURANCE

Subcontractor shall deliver to Contractor/SPONSOR prior to the commencement of the work, satisfactory evidence of insurance coverage for Subcontractor on a standard ACORD form or other form as required by Contractor/SPONSOR. Upon request, copies of the actual insurance policies or renewals or replacements thereof shall be submitted to Contractor/SPONSOR. All policies of insurance the Subcontractor of any tier are required to secure and maintain, in accordance with this Agreement will be placed with A.M. Best-rated A- VII insurance companies' satisfactory to Contractor/SPONSOR, approved and licensed in the state of Florida and shall provide thirty (30) days written notice of cancellation, non-renewal or reduction of coverage, except 10 days notice of cancellation for non-payment of premium. Subcontractor will be responsible to pay all insurance premiums including any charges for required waivers of subrogation or the endorsement of Additional Insureds. All insurance furnished by Subcontractors of any tier will be in full force and effect during Subcontractor's performance under the Agreement or as otherwise required by the Agreement. Subcontractor's failure to deliver satisfactory evidence of coverage shall not be construed as a waiver of Subcontractor's obligation to provide the required insurance coverage. Subcontractor shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its sub-subcontractor's, prior to commencement of Subcontractor's work.

In the event of any failure by subcontractor or any of its sub-subcontractor's to comply with the provisions of this Agreement or those contained in the Insurance Manual, Contractor/SPONSOR may, at its option, upon notice to Subcontractor, suspend the Contract for cause or withhold payment until there is full compliance with this Agreement or the provisions in the Insurance Manual or terminate the Contract for cause.

Nothing contained in this Article shall relieve the Subcontractor of their respective obligations to exercise due care in the performance of their duties in connection with the Work and complete the Work in strict compliance with the Contract.

ENROLLMENT

Enrollment into the Program may not become effective until IOA issues a Certificate of Enrollment to you as evidence of enrollment into the program. Until enrollment is effective, you may not have any insurance for the work performed at the Project. Please consult with your insurance broker or attorney for assistance in this area.

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Venera Student Housing -Retail-Swimming Pool-Parking Garage

Dodge Report#[201600654883 v5](#)

[Check for updates](#)

1500 Venera Ave 1515 San Remo Ave
CORAL GABLES, FL 33146 USA
[FL \(Dade\)](#)

Project Type: [Apartments/Condominiums 4+ Stories, Retail \(Other\), Parking Garage, Swimming Pool, Miscellaneous Recreational](#)

Report Type: Project & ITEM

Type of Work: [New Project](#)

Item code: Various Trades

Item category: Various Trades

Plans: [Get Plans](#)

Action Stage: Sub Bidding, Construction Documents

Bid Date: 01/29/2018 @ 02:00 PM EST

Valuation: \$ 36,000,000

Project delivery system: Design-Bid-Build

Target start date: 06/01/2018

Owner class: Private

First Publish Date: 09/20/2016

Prior Publish Date: 09/25/2017

Publisher: Dodge Data & Analytics

Status: Budget Subcontractor bids to General Contractor January 29 at 2:00 PM (EST)

Submit bids to: General Contractor

Status project delivery system: Design-Bid-Build

Publish date: 12/19/2017

Key Contacts and Bid Documents

Submit bids to:	General Contractor
Architect:	Bermello Ajamil & Partners Inc. , 2601 S Bayshore Dr Ste 1000 Miami, FL 33133 (USA), Phone: 305-859-2050, Fax: 305-859-7835, E-mail: wbermello@bermelloajamil.com , http://www.bamiami.com/
Civil Engineer:	David Plummer & Associates , Tim Plummer, 1750 Ponce De Leon Blvd Coral Gables, FL 33134 (USA), Phone: 305-447-0900, Fax: 305-444-4986, E-mail: Tim.Plummer@dplummer.com , http://www.dplummer.com/
Electrical Engineer:	Fraga Engineers , 135 San Lorenzo Ave CORAL GABLES, FL 33146 (USA), Phone: 305-444-8210, Fax: 305-444-5920
General Contractor:	KAST Construction , Matthew Slater, 701 Northpoint Parkway STE 400 WEST PALM BEACH, FL 33407 (USA), Phone: 561-689-2910, Fax: 561-689-2911, E-mail: m Slater@kastbuild.com , http://www.kastbuild.com
Mechanical Engineer:	Fraga Engineers , 135 San Lorenzo Ave CORAL GABLES, FL 33146 (USA), Phone: 305-444-8210, Fax: 305-444-5920
Owner (Private):	Landmark Properties , 315 Oconee St ATHENS, GA 30601 (USA), Phone: 706-543-1910, Fax: 706-543-1909, http://www.landmark-properties.com/index.php
Structural Engineer:	Donnell, Duquesne & Albaisa PA , 4930 SW 74th ST Miami, FL 33155 (USA), Phone: 305-666-0711, Fax: 305-666-5259, www.angeng.com
Notes:	GCEA06 - This project also appeared under DR 201400575274. That report has been removed from our database. All further information on this project will appear under this report number. - Plans & Specifications are currently being processed and will be available within 1-2 business days

Plans available from: General Contractor

Structural Details

Structural information: 1 Building / 9 Stories above grade / 0 Stories below grade / 439544 Total square ft / Building Frame: Reinforced Concrete

Additional features: 1.46 acre site - This project is a 9-story mixed-use student housing project situated on a 2.07 acre site in Coral Gables, Florida. The 439,544 gross square foot project features 166 student housing units at 176,871 rentable square feet. This project also includes 3 levels of podium parking garage at 147,000 square feet, 22,000 square feet of 1st floor retail, and a 14,154 square foot recreation deck on the 5th level with elevated pool and spa

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