

# **OWNER-CONTRACTOR CONSTRUCTION AGREEMENT**

## **(WHERE THE BASIS FOR PAYMENT IS COST OF THE WORK PLUS A FEE)**

This Owner-Contractor Construction Agreement (this “**Agreement**”), dated as of June 15, 2022, is between DRI/Maple Coral Gables, L.L.C., a Delaware limited liability company (“**Owner**”), whose address is 3715 Northside Parkway, Building 200, Suite 800, Atlanta, Georgia 30327, Attention: Leonard Wood, Jr., and Maple Multi-Family S.E. Contractor, L.L.C., a Texas limited liability company (“**Contractor**”), whose address is 3715 Northside Parkway, Building 200, Suite 800, Atlanta, Georgia 30327, Attention: Joe Taylor. Owner and Contractor agree as follows:

### **Article 1. The Project and the Work**

**1.1** The “**Project**” consists of a 269-unit luxury multifamily residential community within a seven-story building together with a structured parking garage containing 350 parking spaces and other amenities, as more particularly described in the Drawings and Clarifications. The Project will be located on a site in Coral Gables, Florida, that is more particularly described in **Exhibit A** to this Agreement (the “**Project Site**”). This Agreement and the Work (defined below) to be executed hereunder are intended to encompass construction of those aspects of the Project.

**1.2** The architect (“**Architect**”) for the Project is Corwil Architects, whose address is 4210 Laguna Street, Coral Gables, Florida 33146.

**1.3** Contractor shall perform all the work required by the Contract Documents for the complete construction of the Project in accordance with the Contract Documents, which shall include but not be limited to relocation of existing utilities, landscaping, irrigation, erosion control, and grading of the Project Site. Contractor shall provide and furnish all materials, supplies, equipment and tools, implements, and all other facilities, and all other labor, supervision, transportation, utilities, storage, appliances and all other services as and when required for or in connection with the complete construction of the Project, including any off-site construction shown on the Contract Documents (hereinafter collectively referred to as the “**Work**”). Contractor shall fully execute the Work described in the Contract Documents as necessary to complete the Project.

**1.4** The Owner agrees to furnish and approve, in a timely manner, information required by the Contract Documents or otherwise requested by the Contractor for the purpose of understanding the Work or Owner’s intentions with respect thereto. The Owner agrees to make payments to the Contractor in accordance with the requirements of the Contract Documents.

**1.5** Contractor shall monitor all materials, equipment and labor entering into the Work and shall keep records and accounts related to the cost of the Work and exercise such controls as may be reasonably necessary for proper financial management under this Agreement and to substantiate all costs incurred. 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor’s proposals, purchase orders, vouchers, memoranda and other data relating to this Agreement. 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.

**1.6** In the event of a conflict between this Owner-Contractor Construction Agreement and the General Conditions of the Contract for Construction, the terms of this Owner-Contractor Construction Agreement shall prevail.

## **Article 2. Date of Commencement; Completion**

**2.1** Subject to Section 2.3, the Work shall be commenced within 15 calendar days after the receipt by Contractor from Owner of a written notice to proceed (the “**Notice to Proceed**”). Contractor acknowledges that Owner’s lender requires the recordation of certain documents in connection with the financing for the Project prior to the commencement of the Work, and Contractor agrees not to commence Work under this Agreement until it has received the Notice to Proceed from Owner.

**2.2** The Contract Time shall be measured from the actual date of commencement. Contractor shall provide Owner with a written confirmation of the actual date of commencement.

**2.3** Contractor will be responsible for obtaining any contractor’s license required by state or local authorities. Contractor shall not commence performance hereunder until all insurance required to be carried under the terms of the Contract Documents has been obtained.

**2.4** Contractor shall prosecute the Work and achieve Substantial Completion of the Work within 25 months after the date of commencement (as described in the construction schedule (“**Construction Schedule**”) attached hereto as **Exhibit H**) subject to such extensions as otherwise provided in the Contract Documents. Contractor shall achieve Final Completion of all Work within 90 days after Substantial Completion, subject to such extensions as provided in the Contract Documents.

**2.5** All time limits stated in the Contract Documents are of the essence. The Contractor acknowledges and agrees that if the Contractor fails to reach Substantial Completion of the Work within the Contract Time, the Owner will sustain damages and loss as a result of such failure. The exact amount of such damages will be difficult to ascertain. The Owner and the Contractor, therefore, agree that if the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of \$5,000 per day, commencing the first day after the date of Substantial Completion set forth in the Construction Schedule (subject to such extensions as otherwise provided in the Contract Documents) and continuing until the date of actual Substantial Completion. Provided, however, that Contractor’s total liability for liquidated damages shall not exceed \$250,000. Such liquidated damages are hereby agreed to be a reasonable pre-estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages described in this Section 2.5 from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner.

## **Article 3. Basis for Payment**

**3.1** In consideration of Contractor’s performance of the Work, Owner shall pay to Contractor a sum of money equal to the Contract Sum. The “**Contract Sum**” is the total of (a) the Cost of the Work (as hereinafter defined which includes Contractor’s General Conditions) plus (b) the Contractor’s Fee. A cost breakdown of the estimated Contract Sum is set forth in the Schedule of Values attached hereto as **Exhibit B**; it is acknowledged that the line items set forth in **Exhibit B** are only estimates. Payments shall be made in the manner and at the times provided for in this Agreement.

**3.2** The Contractor’s Fee is a fixed amount of \$4,748,875 (as adjusted, “**Contractor’s Fee**”), which is understood and agreed to constitute the total amount to be paid Contractor as its fee for the Work. Contractor’s Fee shall be paid in monthly installments based on a percentage of completion, with no retention held on any portion of the Contractor’s Fee. If, upon final completion of all Work, there are unused cost savings (hard or soft costs) in the Project Budget that is attached to the Owner’s Operating Agreement, Owner shall pay to Contractor a bonus fee of up to \$949,775.01 to the extent of such cost savings (the

“**Bonus Fee**”). The Contractor’s Fee, together with the Bonus Fee, is Contractor’s total compensation for the Work, and the Contractor’s Fee will not be adjusted except by Change Orders or as otherwise permitted under this Agreement or the other Contract Documents.

**3.3** Adjustments to the Contract Sum on account of changes in the Work authorized in accordance with the Contract Documents shall be on the basis of the Cost of the Work, plus a supplement to the Contractor’s Fee in the amount of 5.0% of the Cost of the Work applicable to the change in the Work.

**3.4** Owner and Contractor agree that Contractor will receive a lump sum reimbursement in the total amount of \$4,830,757 for certain administrative and supervisory personnel costs, direct overhead, and other onsite costs and expenses to be incurred by Contractor in the performance of its administrative, supervisory, and management responsibilities under the Contract and described or itemized in Contractor’s General Conditions as set forth in **Exhibit I**. Except as noted in Section 3.5, General Conditions shall be paid 25% with the first Application for payment, with the remainder being paid in monthly installments based on a percentage of completion, with no retention held on any portion of the General Conditions. The amount payable for costs that fall within the categories of the General Conditions shall not, in the aggregate, exceed the total amount of General Conditions, nor shall Owner receive a refund or credit if such costs are less than the total amount of General Conditions.

**3.5** The first Application for Payment will include a payment to Contractor in the amount of \$100,000 (the “**Mobilization Payment**”). The Mobilization Payment represents an advance funding of General Conditions to cover upfront costs associated with the mobilization of the Work. Notwithstanding the foregoing, no part of the Mobilization Payment shall cover the cost of the Project’s Owner Controlled Insurance Program (“OCIP”). The full cost of the OCIP shall be separate from, and in addition to, the Mobilization Payment and shall be paid at closing.

**3.6** Owner will be entitled to offset against amounts due Contractor under this Agreement any amount that SCH 131 Coral Gables, L.P. owes to Owner or Diamond Coral Gables LLC under the Owner’s Operating Agreement and that is at the time unpaid, including any amount that SCH 131 Coral Gables, L.P. is obliged to fund under the terms of the Owner’s Operating Agreement for Cost Overruns (as defined therein) or for amounts due Contractor under this Agreement that, if paid, would result in a Cost Overrun. Contractor agrees that, to the extent any amounts owed Contractor are not collectible from Owner based on the terms of this Section 3.6, Contractor will look solely to SCH 131 Coral Gables, L.P. for recovery of the amounts owed it, and neither Owner nor Diamond Coral Gables LLC will have any further obligation for payment of such amounts to Contractor.

#### **Article 4. Costs to be Reimbursed**

The term “**Cost of the Work**” shall mean all costs incurred by Contractor in the performance of the Work. Such costs shall include the items set forth below in this Article 4. The Costs of the Work include Contractor’s General Conditions, which will be paid in accordance with Section 3.4 and **Exhibit I** notwithstanding listing of such General Conditions in this Article 4. Notwithstanding the breakdown or categorization of any costs to be reimbursed in **Exhibit I**, this Article 4 or elsewhere in the Contract Documents, there shall be no duplication of costs in the event any particular item for which payment is requested can be characterized as falling into two or more categories or in Contractor’s General Conditions and in the Costs of the Work. Owner shall only be required to pay once.

**4.1** Wages of construction workers directly employed by Contractor to perform the construction of the Work at the Project Site or at off-site workshops.

**4.2** Wages and salaries of Contractor's supervisory or administrative personnel when stationed at the field office or when engaged at shops or on the road in facilitating the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

**4.3** To the extent included in **Exhibit I** and subject to Contractor's ability to request a Modification for a change in the Work, subject to the terms and conditions of the Contract Documents, an allocable share of salaries, wages, and bonuses of Contractor's construction president, field engineers, project manager, project administrator, field office manager, project executive and other personnel to the extent their time is attributable to the Work, wherever they may be actually stationed.

**4.4** Cost of contributions, assessments or taxes for such items as employment taxes, unemployment compensation and social security, insofar as such cost is based on wages, salaries, or other remuneration paid to Contractor's personnel and included in the Cost of the Work, plus an allocable share of sick leave, medical and health benefits, insurance, holidays, vacation, pension, welfare and other benefits of Contractor's personnel based on the share of their time chargeable to the Work, plus performance bonuses awarded to Contractor's on-site or project specific personnel with respect to the Work (not to exceed amounts budgeted in the General Conditions).

**4.5** The portion of reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

**4.6** Cost of all materials, supplies and equipment incorporated in the Work, including costs of transportation and storage thereof, plus costs of materials, supplies and equipment in excess of those actually installed to allow for reasonable waste and spoilage.

**4.7** Costs payable to Subcontractors, materialmen or suppliers for work, labor, materials, supplies, equipment or services with respect to the Work, including deposits given as advance payment or as security for performance in connection with materials or equipment to be prefabricated or materials, supplies, equipment or services ordered in advance; in this regard, Contractor and Owner shall obtain any required approval of Owner's construction lender for any such deposits.

**4.8** Costs (including transportation, storage, installation, maintenance, dismantling and removal) of materials, supplies, temporary facilities, machinery, equipment and hand tools not owned by construction workers that are provided by Contractor at the Project Site. 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.

**4.9** Cost of all machinery, temporary facilities and equipment used at the Project, including rental charges, installation, fuel, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof.

**4.10** Cost of premiums for all insurance and bonds which the Contractor is required by the Contract Documents to purchase and maintain.

**4.11** Sales, use or similar taxes related to the Work imposed by any governmental authority for which the Contractor is liable.

**4.12** Permit fees and utility connection and extension fees and similar fees, assessments and charges for permits, licenses and inspections, to the extent paid by Contractor.

4.13 Reasonable legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between Owner and Contractor, reasonably incurred by Contractor in the performance of the Work.

4.14 Royalties, license fees and damages for use and infringement of patents, copyrights and other intellectual property rights, including reasonable costs of defending suits or claims for infringement, unless allocated to Contractor in accordance with other provisions of the Contract Documents.

4.15 Minor expenses such as telegrams, long distance telephone calls, telephone service at the Project Site, copying, expressage, postage, progress photographs and similar petty cash items in connection with the Work.

4.16 Cost of removal of all debris. (Removal of debris left by other contractors hired by the Owner is not a part of Contractor's scope of work under this Agreement.)

4.17 Costs of repairing or correcting damaged, defective or nonconforming Work, provided that such damaged or nonconforming Work was not caused by gross negligence of Contractor or failure to fulfill a specific responsibility of 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.

4.18 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency (not caused by the gross negligence of Contractor) affecting the safety of persons and property.

4.19 Cost or rental of temporary streets, sidewalks, buildings and toilets and cost of utilities, ice, water containers, cups, fire extinguishers, first aid supplies, safety equipment and off-site storage space or facilities, less salvage value on any such items not consumed which remain the property of Contractor.

4.20 All costs and expenditures for the operation of the field office, such as stationery, supplies, blueprinting, furniture, fixtures, office equipment, trailer rental, and other normal items.

4.21 Deposits lost for causes other than the Contractor's negligence.

4.22 Cost of computer and data processing services, including from Contractor's central office and job site equipment, for purposes of field payroll preparation and job cost control and project management software.

4.23 Fees of laboratories for tests required by the Contract Documents, to the extent paid by Contractor.

4.24 Insurance deductibles or self-insured retentions (each to the extent applicable) under the insurance required to be carried by Contractor hereunder, on the basis of payments then due or otherwise already paid.

#### **Article 5. Costs Not to be Reimbursed**

The Costs of the Work shall not include the following items:

5.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Project Site, except as specifically provided in Article 4.

5.2 Expenses of Contractor's principal office and offices other than the Project Site office, except as may be expressly included in Article 4.

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

5.4 Costs due to the gross negligence of the Contractor. For purposes of this Section 5.4 and provisions of Article 4 that except for gross negligence of Contractor, there shall not be imputed to Contractor any acts or omissions of another person (other than Contractor's employees), including Subcontractors and their agents and employees and other persons performing portions of the Work for or on behalf of Contractor or any of its Subcontractors.

5.5 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

5.6 Except to the extent included in **Exhibit I**, incentive bonuses for off-site management of Contractor.

5.7 Cost and expenses arising from Contractor's indemnity obligations, including, but not limited to, Contractor's costs and expenses in removing or defending against a mechanic's lien claim, for work for which Contractor has received payment, asserted against the Owner and/or its property.

5.8 Any cost or expense for which payment has already been sought by Contractor and paid by Owner. In the event a claim or lien is asserted by a Subcontractor of any tier claiming through Contractor against Owner for an item of work for which payment has already been made to Contractor by Owner and, if Owner pays or has paid all or a portion of such claim to claimant, such additional payment shall not be included in the Cost of the Work but shall reduce the Contract Sum accordingly.

5.9 Costs that are disallowed by Section 3.6.

#### **Article 6. Discounts, Rebates and Refunds**

6.1 With Owner's prior written consent, not unreasonably withheld, the amount of any cash discounts obtained on payments made by the Contractor or any trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment, shall be allocated to the hard cost contingency in Contractor's internal construction budget for the Work (with the same allocation made by Owner for its own budgeting purposes).

#### **Article 7. Payments**

7.1 On the 25<sup>th</sup> day of the month, the Contractor shall submit a "pencil draft" of the proposed monthly Application for Payment to the Owner and construction lender for initial comment. The Contractor shall cooperate with the Owner and construction lender in resolving any matters raised by the review of the "pencil draft" by Owner or Owner's construction lender and shall submit a formal Application for Payment incorporating any required revisions by the 30<sup>th</sup> day of the month. Provided that a formal Application for Payment, along with all supporting documentation required by the Contract Documents, is received by the Owner not later than the 1st day of the month, the Owner shall make payment of the approved amount to the Contractor not later than ten (10) business days thereafter, subject to any delays arising by reason of the processing of applications for payment with the construction lender. Contractor may submit an additional Application for Payment each month for the trades listed on **Exhibit J** attached hereto, and Owner shall make payment not later than ten (10) business days after Owner's receipt of an Application for Payment. With each Application for Payment, Contractor shall furnish to Owner a statement of the Cost of the Work for which Contractor claims it is entitled to be paid and substantiating documentation evidencing that the costs were actually incurred. This statement shall incorporate the Cost of the Work incurred for the period covered by the Application for Payment plus the applicable portion of Contractor's Fee, Bonus Fee and General Conditions in accordance with Sections 3.2, 3.3 and 3.4. The statement shall include the Cost of the Work incurred, to the extent not previously reimbursed, that relates to prior periods. The statement shall also indicate any adjustments Contractor has made to the line items in the Schedule of Values set forth

on **Exhibit B** and the application thereof, including the utilization of contingency and the reason for same. Such statement will include the value of materials, supplies or equipment not incorporated in the Work but delivered and stored at the Project Site or at some other location agreed upon by the parties hereto.

7.2 Upon and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(1) take the Cost of the Work incurred by Contractor (as established by the related Application for Payment), including the cost of materials, supplies and equipment not yet incorporated into the Work for which payment is allowed by Section 7.1 and the amount of deposits given as advance payment or as security for performance in connection with materials or equipment to be prefabricated or materials, supplies, equipment or services ordered in advance;

(2) subtract the shortfall, if any, indicated by Contractor in the documentation required by the Contract Documents to substantiate prior Applications for Payment or resulting from errors subsequently discovered in such documentation;

(3) subtract retainage on amounts due as provided for in Section 7.4;

(4) subtract amounts, if any, as provided in Subparagraph 9.3.1 of the General Conditions of the Contract for Construction;

(5) subtract the amount of prior payments to Contractor, net of amounts disallowed under paragraph (2) or (4) above; and

(6) add the portion of Contractor's Fee and/or Bonus Fee due in accordance with Sections 3.2 and 3.3 and General Conditions due pursuant to Section 3.4.

7.3 If any Application for Payment submitted by Contractor to Owner contains requests for payment that are in excess of the amounts due under this Agreement, Owner shall not be obligated to pay the excess amount, but Owner shall identify the amounts which it believes in good faith are not due in a notice to Contractor delivered on or before the date on which payment otherwise would be due and Owner shall make timely payment of all undisputed amounts. Owner shall not be in default under this Agreement, and Contractor shall continue to prosecute the Work in accordance with the terms of this Agreement, notwithstanding the failure of Owner to pay amounts which Owner in good faith believes are not due. Nothing in this Section 7.3 limits Contractor's rights and remedies or Owner's liability in respect of amounts improperly withheld by Owner.

7.4 Contractor agrees that Owner shall be entitled to withhold retainage against each subcontract in the amount provided for in this Section 7.4 with the limited exception of costs incurred for materials purchases for those Subcontractors listed on **Exhibit C** (and only then to the extent substantiated by the actual materials invoices along with a bill of sale transfer of ownership). The retainage shall be 10% of the amounts due the Subcontractor until 50% of the Subcontractor's work is completed but, thereafter, no retainage shall be required for additional amounts due the Subcontractor. No retainage shall be held against Contractor for amounts due for materials purchased directly by Contractor, General Conditions, Contractor's Fee and Bonus Fee. All retainage under subcontracts shall be shown in Contractor's Applications for Payment as a deduction from the gross amount due.

7.5 Retainage applicable to particular Subcontractors will be released sixty (60) days after Substantial Completion of that Subcontractor's scope of work (as determined by Owner in its reasonable discretion), subject to receipt of a Conditional Waiver and Release on Final Payment on the statutory form. Release of

retainage for a Subcontractor shall not constitute acceptance of that scope of Work by the Owner or Contractor.

**7.6** Final payment, constituting the unpaid balance of the Contract Sum (including any unpaid balance of the Contractor's Fee and the Bonus Fee), shall be paid by the Owner to the Contractor within 35 days after the date when (i) the Contractor has fully performed the Work required by the Contract Documents except for the Contractor's responsibility to correct warranty Work and to satisfy other requirements, if any, which extend beyond final payment; (ii) a final Application for Payment has been submitted by the Contractor; (iii) a Certificate of Occupancy (or its functional equivalent) has been issued by the appropriate governmental agencies (other than any Certificate of Occupancy (or its equivalent) for retail space that is dependent on build-out of tenant improvements); (iv) a Conditional Waiver and Release of Lien Upon Final Payment has been issued by Contractor and its Subcontractors, materialmen, vendors and suppliers of all tiers (except any Subcontractor, materialman, vendor or supplier whose claim is being disputed and as to which a bond (as provided below) has been provided for any lien or stop notice); and (v) no liens have been recorded or bonded stop notices served, unless Contractor has sufficiently bonded the amount of the same to the reasonable satisfaction of Owner and Owner's construction lender or the amount required to release the lien or stop notice is included in the Application for Payment for the final payment. Final payment shall not preclude Contractor from claiming amounts subsequently becoming due, including amounts incurred in respect of warranty work, or amounts in respect of Claims that are being disputed at the time of final payment.

**7.7** If Owner determines the Cost of the Work to be other than as stated in Contractor's final Application for Payment, Contractor shall be entitled to demand arbitration of the disputed amount. Such demand for arbitration shall be made by Contractor within 30 days after Contractor's receipt of Owner's response to the final Application for Payment. Pending a final resolution by arbitration, Owner shall pay Contractor the undisputed amount from Contractor's final Application for Payment.

## **Article 8. Termination**

**8.1** This Agreement may be terminated by Owner (i) for cause as provided in Section 14.2 of the General Conditions of the Contract for Construction or (ii) for one of the reasons listed in the Owner's Operating Agreement, as provided in Section 14.3 of the General Conditions of the Contract for Construction.

**8.2** If Contractor terminates this Agreement as provided in Section 14.1 of the General Conditions of the Contract for Construction, or if the Owner terminates pursuant to Section 14.2 or 14.3 of the General Conditions of the Contract for Construction, the amount, if any, to be paid to Contractor shall be the Cost of the Work incurred by Contractor to the date of termination (including any retainage not previously paid) plus the Contractor's Fee, the Bonus Fee and General Conditions prorated to the date of termination less the aggregate of previous payments made by Owner on account of Cost of the Work plus previously paid Contractor's Fee, Bonus Fee and General Conditions. Owner shall also pay Contractor fair compensation, either by purchase or rental at the election of Owner, for any equipment owned by Contractor that Owner elects to retain and that is not otherwise included in the Cost of the Work. To the extent that Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), Contractor shall, as a condition of receiving the payments referred to in this Article 8, execute and deliver all such papers and take all such steps (including the legal assignment of such subcontracts and other contractual rights of Contractor) as Owner may require for the purpose of fully vesting in Owner the rights and benefits of Contractor under such subcontracts or purchase orders.

**8.3** If Owner or Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate the



performance of this Agreement. Accordingly, it is agreed that upon the occurrence of any such event, the other party to this Agreement shall be entitled to request of the bankrupt or otherwise insolvent party, or its successor in interest, adequate assurance of future performance in accordance with the terms and conditions of the Contract Documents. Failure to comply with such request within 10 days of delivery of the request shall be grounds for the termination of this Agreement, as in the case of failure of performance, and to the accompanying rights set forth in this Agreement and the General Conditions of the Contract for Construction.

## **Article 9. Miscellaneous Provisions**

**9.1** The Contractor shall be entitled to reallocate funds within the Schedule of Values attached hereto as **Exhibit B**. Such reallocations shall be solely for the purpose of utilizing excess funds from one work category to offset a negative account of funds in another work category, including reallocations from the contingency line item into other work categories; provided, however, that Contractor shall provide Owner with a written explanation for same with each Payment Application. In no event shall Contractor change the scope of the Work or the quality of the materials provided as a means of achieving reallocations. As provided in the General Conditions of the Contract for Construction, the Schedule of Values shall be a guide for establishing amounts due Contractor to the extent provided in the Agreement and for informational purposes only and, notwithstanding this Section 9.1, the Schedule of Values shall not be a limit on the timing or amount of payments due Contractor.

**9.2** Terms used in this Agreement which are defined in the General Conditions of the Contract for Construction shall have the meanings designated in those General Conditions of the Contract for Construction, except as otherwise specifically set forth in this Agreement. Where reference is made in this Agreement to a provision in the General Conditions of the Contract for Construction or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**9.3** When the context so requires in this Agreement, words of one gender include one or more other genders, singular words include the plural, and plural words include the singular. Use of the words “include” and “including” are intended as an introduction to illustrative matters and not as a limitation. References in this Agreement to “Sections” are to the numbered subdivisions of this Agreement, and references in this Agreement to “Paragraphs” are to the numbered subdivisions of the General Conditions of the Contract for Construction, in each case unless another document is specifically referenced. The word “party” when used in this Agreement means one of Owner or Contractor unless another meaning is required by the context. The word “person” includes individuals, entities and governmental authorities. The word “governmental authority” is intended to be construed broadly and includes governmental agencies, instrumentalities, bodies, boards, departments and officers and individuals acting in any official capacity. The word “laws” is intended to be construed broadly and includes all statutes, regulations, rulings and other official pronouncements of any governmental authority and all decrees, rulings, judgments, opinions, holdings and orders of a court, administrative body or arbitrator.

**9.4** This Agreement will be binding upon and will inure to the benefit of Owner and Contractor and their respective successors and permitted assigns. Any indemnity in the Contract Documents in favor of Owner or Contractor or any of their respective affiliates also will benefit each person who holds a direct or indirect ownership interest in such party or affiliate and the respective officers, directors, managers, trustees, agents and employees of such party or affiliate and such owners, and all such persons are third-party beneficiaries of this Agreement to the extent of their rights to indemnity under the related provision of the Contract Documents and may enforce that provision against Owner or Contractor, as applicable. Any waiver of rights or claims (including requirements to provide waivers of rights of subrogation from insurers) that benefits Owner or Contractor or any of their respective affiliates also will benefit each person who

holds a direct or indirect ownership interest in such party or affiliate and the respective officers, directors, managers, trustees, agents and employees of such party or affiliate and such owners.

**9.5** The Section headings contained in this Agreement and the General Conditions of the Contract for Construction are for convenience of reference only and are not intended to delineate or limit the meaning of any provision of this Agreement or the General Conditions of the Contract for Construction or be considered in construing or interpreting the provisions of this Agreement or the General Conditions of the Contract for Construction.

**9.6** This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, taken together, will constitute one instrument.

**9.7** This Agreement (including the General Conditions of the Contract for Construction) and the obligations of the parties under this Agreement (including the General Conditions of the Contract for Construction) may be amended, waived and discharged only by an instrument in writing executed by the party against which enforcement of the amendment, waiver or discharge is sought.

**9.8** This Agreement shall be governed by the laws of the State of Florida, without giving effect to principles of conflicts of law. The exclusive venue for any action filed under or otherwise with respect to this Agreement shall be Orange County, Florida.

**9.9** Owner may delegate and assign its rights under the Contract to its lender as provided in the General Conditions of the Contract for Construction. In the event Owner's lender is substituted for Owner pursuant to such assignment, Contractor shall continue to perform its obligations hereunder for the account of the lender so long as the lender makes payment as required by this Agreement and performs Owner's other obligations. Contractor may not assign this Agreement or any rights under the Agreement without the prior written consent of Owner. Except for an assignment to Owner's lender as provided above, Owner may not assign this Agreement or any rights under the Agreement without written consent of Contractor.

**9.10** A determination of invalidity or unenforceability with respect to any provision of this Agreement or the General Conditions of the Contract for Construction will not affect the validity or enforceability of the remaining provisions of this Agreement or the General Conditions of the Contract for Construction or the validity or enforceability of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

**9.11** Any notice or other communication to Owner or Contractor under the Contract will be effective only if in writing. Absent contrary notice, the notice address of each party is as stated in the first paragraph of this Agreement. Notices will be effective upon delivery to the designated address of the addressee or rejection of delivery at such address. Notice may be given by telefacsimile transmission, and confirmation of transmission generated by the sender's equipment will be *prima facie* evidence of receipt.

**9.12** Change Orders and Modifications will be effective as to Contractor only if evidenced by a writing signed on Contractor's behalf by either Donna Kruger or Joe Taylor.

**9.13** Contractor covenants that all materials furnished and used in connection therewith shall be new and meet the criteria provided in the Contract Documents. Contractor shall cause all materials and other parts of the Work to be available as and when required or needed for or in connection with the construction of the Project.

**9.14** Contractor agrees to make such revisions to this Agreement as may be reasonably required by Owner's lender and Contractor agrees to comply with customary and reasonable requirements of

construction and permanent lenders; provided, however, that such undertaking does not require Contractor to agree to changes to the terms of the Contract, as defined in Section 1.1.2 of the General Conditions of the Contract for Construction. Contractor further agrees to execute a consent of the Owner's assignment of this Agreement to Owner's lender within ten (10) days following a request therefor on such form as Owner's lender may reasonably require.

**9.15** Contractor agrees that throughout the course of construction of the Work, Contractor will continue to develop "value engineering" alternatives to the Work subject to maintaining the intended high levels of quality for the Project.

**9.16** In the event an arbitration or other action is filed or commenced to enforce or interpret the provisions and conditions of this Agreement, then the prevailing party (as determined by the applicable arbitration or court) shall be entitled to recover its reasonable attorneys' fees and costs.

**9.17** Contractor's Florida License No. CGC1521577.

**9.18** The address of Owner's construction lender is Santander Bank, N.A., 75 State Street, Boston, MA 92109.

**9.19** For all notices sent to Owner, a copy will be sent to Anthony Strauser, 5215 N. O'Connor Blvd, Suite 1000, Irving, Texas 75039, Email: [anthony.strauser@dia-realty.com](mailto:anthony.strauser@dia-realty.com), Phone: 972-590-4989

## **Article 10. Enumeration of Contract Documents**

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

**10.1** The Agreement is this Owner-Contractor Construction Agreement. The Exhibits to this Agreement are as follow:

Exhibit A	Legal Description of the Project Site (Section 1.1)
Exhibit B	Schedule of Values (Section 3.1)
Exhibit C	Subcontractors with No Retainage (Section 7.4)
Exhibit D	General Conditions of the Contract for Construction (Section 10.2)
Exhibit E	The Drawings and Specifications (Section 10.3)
Exhibit F	Contractor's Clarifications (Section 10.4)
Exhibit G	Insurance Requirements (Section 11.1)
Exhibit H	Construction Schedule (Section 2.4)
Exhibit I	General Conditions Items (Section 3.4)
Exhibit J	Subcontractors for Twice Monthly Payment (Section 7.1)

**10.2** The General Conditions of the Contract for Construction are attached as **Exhibit D** to this Agreement.

**10.3** The Drawings and Specifications are identified on **Exhibit E** to this Agreement.

**10.4** The Contractor's Clarifications in **Exhibit F** are part of the Contract Documents. The Contractor's Clarifications modify the Drawings and Specifications, and the Drawings and Specifications and Contractor's Clarifications shall be read as a whole to implement the changes made through the Contractor's Clarifications. To the extent the Contract Documents (including the Drawings and Specifications) and the Contractor's Clarifications are inconsistent, the Contractor's Clarifications will control.

## Article 11. Insurance

11.1 Contractor's Insurance. During construction and until final completion of all Work (including any punch list items), Contractor shall procure and maintain the following insurance with the policy limits as provided:

.1 **Worker's Compensation Insurance.** Contractor shall procure and maintain workers compensation with Occupational Disease coverage with benefits and employers liability in the amount of \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease, subject to a policy limit of \$1,000,000 for bodily injury by disease or within the statutory limits required under Florida law, whichever is greater. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer. Contractor shall have said Workers' Compensation insurance policy endorsed to include a waiver of subrogation in favor of Owner.

.2 **Commercial General Liability Insurance.** Owner has elected to utilize an Owner Controlled Insurance Program (OCIP) for the Project as specified in **Exhibit "G"**. In addition to general liability, umbrella, and excess insurance afforded under the OCIP, Contractor shall procure and maintain commercial general liability (CGL) insurance with a limit of not less than \$2,000,000 each occurrence with a \$5,000,000 annual general aggregate and \$5,000,000 for offsite operations. Coverage shall be provided on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage). The CGL insurance general aggregate limit shall apply separately to this Project and Contractor shall provide evidence of same through ISO Endorsement CG 25 03 05 09. CGL insurance shall cover liability including, but not limited to, liability arising from premises, operations, independent contractors, products-completed operations, property damage, and personal injury and death resulting therefrom. Owner and Indemnified Parties shall each be included as an additional insured under this policy, using ISO Additional Insured Endorsements CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization" and CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations" or other endorsements providing equivalent coverage. For purposes of this additional insured requirement, "equivalent coverage" means coverage for liability arising out of Contractor's Work, including coverage for the negligence or fault of Contractor and/or Owner or other Indemnified Parties as to bodily injury or death of an employee or agent of Contractor or of Subcontractors, including products-completed operations. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. The CGL policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations. Each policy shall contain a severability of interest clause stating "it is agreed to that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability".

.3 **Automobile Liability Insurance.** Contractor shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in connection with the Work on the Project. Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs maintained by Owner. Owner shall be included as additional insureds under this policy through an endorsement acceptable to Owner.

.4 **Excess Liability Insurance.** Contractor shall maintain excess liability insurance with a limit of not less \$25,000,000 per occurrence with a \$25,000,000 general aggregate. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employers liability insurance on a “following form” basis. Owner and Indemnified Parties shall be included as additional insureds under this policy through an endorsement acceptable to Owner. Continuing excess coverage shall include liability coverage for damage to the insured’s completed work.

**11.2 Subcontractor Insurance.** Insurance similar to that required of Contractor shall be provided by all persons with whom Contractor contracts for the providing of services, labor, material or equipment to the Project to cover their services and operations performed under the Agreement unless reduced limits are approved in advance, in writing, by Owner on an individual basis, each Subcontractor must provide lines of insurance and limits of liability as prescribed in **Exhibit “G”**.

**11.3** Owner and Indemnitees shall each be listed as additional insureds on all coverages listed in this Section except Worker’s Compensation/Employer’s Liability. With respect to Workers’ Compensation subcontractors shall have said Workers’ Compensation insurance policy endorsed to include a waiver of subrogation in favor of Owner. The CGL policies shall provide for full separation of insureds and shall not include any insured v. insured exclusions or limitations. Each policy shall contain a severability of interest clause stating “it is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.”

The CGL policies shall be endorsed so that the annual primary general liability aggregate applies separately to the Project. The limits of such insurance may be adjusted in accordance with the nature of each Subcontractor’s operations Owner may require higher limits for any Subcontractor if available, but the additional cost of the premiums shall be separately reimbursed by Owner in addition to the Contract Sum and shall not be counted in determining Contractor’s share of Cost Savings.

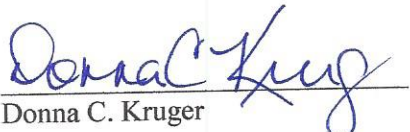
**[Signatures on Next Page]**

**OWNER:**

DRI/Maple Coral Gables, L.L.C., a Delaware limited liability company

By: SCH 131 Coral Gables, L.P., a Delaware limited partnership, its Managing Member

By: Maple Multi-Family Development, L.L.C., a Texas limited liability company, its General Partner

By:   
Donna C. Kruger  
Vice President

**CONTRACTOR:**

Maple Multi-Family S.E. Contractor, L.L.C., a  
Delaware limited liability company

By: 

Name: Joe Taylor

Its: President

**“EXHIBIT”A”**  
**LAND DESCRIPTION**

**Legal Description**

(as to Parcel 1)

Lot 13 and the West 1/2 of Lot 14, Block 28, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, Page(s) 40 of the Public Records of Miami-Dade County, Florida.

(as to Parcel 2)

Lot(s) 11 and 12, Block 28, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 3)

Lot(s) 9 and 10, Block 28, CORAL GABLES CRAFTS SECTION, according to the Plat thereof as recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 4)

Lot(s) 26 and 27, Block 28 of CORAL GABLES CRAFTS SECTION, according to the Plat thereof, as recorded in Plat Book 10, at Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 5)

Lot(s) 5 and 6, Block 28, CORAL GABLES CRAFTS SECTION, according to the plat thereof, as recorded in Plat Book 10, Page(s) 40, Public Records of Miami-Dade County, Florida.

(as to Parcel 6)

Lot(s) 24 and 25, Block 28, of CORAL GABLES CRAFTS SECTION, according to the plat thereof, recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 7)

Lot 23 and West 1/2 of Lot 22, Block 28, CORAL GABLES CRAFTS SECTION, according to the Plat thereof, recorded In Plat Book 10, Page(s) 40, of the Public Records of Dade County, Florida.

(as to Parcel 8)

Lot 20, and the West 1/2 of Lot 19, Block 28, CORAL GABLES CRAFTS SECTION, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 9)

Lot 18, and the East 1/2 of Lot 19, Block 28, of CORAL GABLES CRAFTS SECTION, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 10)

Lot(s) 16 and 17, Block 28, CORAL GABLES CRAFTS SECTION, according to the plat thereof, recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 11)



Lot 15 and the East 1/2 of Lot 14, Block 28, CORAL GABLES CRAFTS SECTION, according to the plat thereof, recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 12)

Lot 21, and the East 1/2 of Lot 22, Block 28, CORAL GABLES CRAFTS SECTION, according to the plat thereof, recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

(as to Parcel 13)

Lot(s) 7 and 8, Block 28, CORAL GABLES CRAFTS SECTION, according to the plat thereof, recorded in Plat Book 10, Page(s) 40, of the Public Records of Miami-Dade County, Florida.

ALSO DESCRIBED AS:

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, AND 27, BLOCK 28, CORAL GABLES, CRAFTS SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 AT PAGE 40 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 28 OF SAID PLAT OF CORAL GABLES, CRAFTS SECTION; THENCE RUN NORTH 86 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF SAID BLOCK 28, FOR 429.78 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 10.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 15.93 FEET THROUGH A CENTRAL ANGLE OF 91 DEGREES 15 MINUTES 51 SECONDS TO A POINT OF TANGENCY; THENCE SOUTH 02 DEGREES 31 MINUTES 48 SECONDS EAST, ALONG THE EAST LINE OF SAID BLOCK 28, FOR 180.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 10.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 15.49 FEET THROUGH A CENTRAL ANGLE OF 88 DEGREES 44 MINUTES 09 SECONDS TO A POINT OF TANGENCY; THENCE SOUTH 86 DEGREES 12 MINUTES 21 SECONDS WEST, ALONG THE SOUTH LINE OF SAID BLOCK 28, FOR 470.22 FEET TO THE SOUTHWEST CORNER OF LOT 27, OF SAID BLOCK 28; THENCE NORTH 02 DEGREES 31 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF LOT 27 OF SAID BLOCK 28, FOR 100.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 27; THENCE NORTH 86 DEGREES 12 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF LOT 27 OF SAID BLOCK 28, FOR 40.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE NORTH 02 DEGREES 31 MINUTES 48 SECONDS WEST, ALONG THE WEST LINE OF LOT 5 OF SAID BLOCK 28, FOR 100.00 FEET TO THE POINT OF BEGINNING.

**“EXHIBIT “B”  
SCHEDULE OF VALUES**

<b>Group</b>	<b>Description</b>	<b>Grand Total</b>
1000	GENERAL CONDITIONS	4,830,757
2000	SITWORK	6,497,698
3000	CONCRETE	18,999,100
4000	MASONRY	1,700,468
5000	METALS	1,855,664
6000	WOODS & PLASTICS	4,203,230
7000	THERMAL & MOISTURE PROTECT	4,139,021
8000	DOORS & WINDOWS	6,782,076
9000	FINISHES	10,825,628
10000	SPECIALTIES	1,680,956
11000	EQUIPMENT	1,609,478
12000	FURNISHINGS	317,152
13000	SPECIAL CONSTRUCTION	868,452
14000	CONVEYING SYSTEMS	1,155,507
15000	MECHANICAL	10,395,378
16000	ELECTRICAL	9,467,383
16500	CONTINGENCY	4,023,234
17000	PERMITS & INSURANCE & FEE	10,375,195
	<b>TOTAL CURRENT HARD COST W/ FEE</b>	<b>99,726,377</b>

## **“EXHIBIT “C”**

### **SUBCONTRACTORS WITH NO RETAINAGE**

1. Framing- Lumber & Hardware
2. Windows
3. Appliances
4. Soil Testing
5. Surveying
6. 3<sup>rd</sup> Party Testing & Inspections
7. Site Furnishings
8. Any items or materials that are custom ordered
9. Cabinet Material
10. Fixtures (Light fixtures, Plumbing fixtures)
11. Interior Trim
12. Wallpaper
13. Concrete coring
14. Equipment Rentals
15. Final Cleaning
16. Specialty Items
17. Elevators shall have 5% retention
18. Concrete/Masonry Scope: Subcontractors earned but unpaid retainage shall be subject to retention reduction from 10% to a total of 5% at 50% of subcontract earned value and further reduced to a maximum of 2.5% at roof top out.

## EXHIBIT "D"

### GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

#### ARTICLE 1. GENERAL PROVISIONS

##### 1.1. BASIC DEFINITIONS

###### 1.1.1. THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Construction Agreement between Owner and Contractor (hereinafter the "Agreement"), these General Conditions of the Contract for Construction, the Drawings and Specifications, other documents listed in Article 10 of the Agreement, if any, 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 or (3) a Construction Change Directive. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, instructions to bidders, sample forms, or bidding 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 Owner and a Subcontractor or Sub-subcontractor or (2) between any persons other than Owner and Contractor.

###### 1.1.3. THE WORK

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

###### 1.1.4. THE PROJECT

The Project is as defined in the Agreement. The Project is the total construction, of which the Work performed under the Contract Documents is intended to be all, subject to exceptions, if any, for work by others provided for in the Contract Documents.

###### 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.

##### 1.2. 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 Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Work by Contractor will be required only to the extent specifically called out in the Contract Documents and necessary to produce the Work called out by the Contract Documents.

1.2.2. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control 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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4. In the case of conflict among the Contract Documents, the conflict shall be resolved by giving preference to the Contract Documents in the following order of priority:

- .1 the Agreement;
- .2 these General Conditions of the Contract for Construction; and
- .3 the Drawings and the Specifications.

The Drawings shall take precedence over the Specifications; computed dimensions shall take precedence over scaled dimensions; and large scale drawings shall take precedence over small scale drawings.

##### 1.3. CAPITALIZATION

1.3.1. Terms capitalized in these General Conditions of the Contract for Construction include those which are (1) specifically defined and (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses.

##### 1.4. INTERPRETATION

1.4.1. 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. EXECUTION OF CONTRACT DOCUMENTS

1.5.1. The Agreement shall be signed by Owner and Contractor. If either Owner or Contractor or both do not sign any Contract Documents, such unsigned Documents shall be identified by Owner or Contractor upon request of the other.

1.5.2. Execution of the Contract by Contractor is a representation that Contractor has visited the Project 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.

## **1.6. OWNERSHIP AND USE OF DRAWINGS AND SPECIFICATIONS**

**1.6.1.** The Drawings, Specifications and other design-related documents (including those in electronic form) prepared by or for Contractor are the property of Contractor or its consultants. Contractor shall provide Owner with copies of all such Drawings, Specifications and other design-related documents, and Owner may retain such materials upon completion of the Work. Owner shall not own or claim a copyright in the Drawings, Specifications and other design-related documents prepared by or for Contractor, and unless otherwise indicated Contractor and/or its consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, including the copyrights. The Drawings, Specifications and other design-related documents furnished by Contractor to Owner are for use solely with respect to the Project. Owner and its contractors, subcontractors and suppliers are authorized to use, reproduce and distribute the Drawings, Specifications and other design-related documents provided by Contractor as appropriate to and for use with respect to the Project. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other design-related documents. 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 copyrights or other reserved rights of Contractor and its consultants.

**1.6.2.** The Drawings, Specifications and other documents (including those in electronic form) prepared by Owner's architects, engineers and other consultants are instruments of service through which Work to be executed by Contractor is described. Contractor may retain one record set of all such materials. Neither Contractor nor any Subcontractor, Sub-subcontractor or supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by Owner's architects, engineers and other consultants, and unless otherwise indicated Owner and/or Owner's architects, engineers and other consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, including the copyrights. The Drawings, Specifications and other documents prepared by Owner's architects, engineers and other consultants and furnished to Contractor are for use solely with respect to the Project, and they are not to be used by Contractor or any Subcontractor, Sub-subcontractor or supplier on any other project or for additions to the Project or work outside the scope of the Work without the specific written consent of Owner. Contractor, Subcontractors, Sub-subcontractors and suppliers are granted a limited license to use, reproduce and distribute the Drawings, Specifications and other documents prepared by Owner's architects, engineers and other consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under such license shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Work is not to be construed as publication in derogation of copyrights or other reserved rights of Owner or Owner's architects, engineers and other consultants.

## **ARTICLE 2. OWNER**

### **2.1. GENERAL**

**2.1.1.** Owner is the person identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. Owner shall designate in writing a representative who shall have express authority to bind Owner with respect to all matters requiring Owner's approval or authorization.

**2.1.2.** Owner shall furnish to Contractor within 15 days after receipt of a written request, information necessary and relevant for 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 Project Site) and Owner's interest therein.

### **2.2. INFORMATION AND SERVICES REQUIRED OF OWNER**

**2.2.1.** Owner shall, prior to commencement of the Work and, at the request of Contractor, furnish to Contractor reasonable evidence that financial arrangements have been made to fulfill Owner's obligations under the Contract Documents. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been provided, Owner will not materially vary such financial arrangements without notice to Contractor.

**2.2.2.** Owner shall secure all necessary permits, licenses, approvals, easements and assessments required for execution of the Work or for construction, use or occupancy of the Project and will pay all related fees, assessments and charges. The only license that Contractor shall be obligated to maintain shall be its general contractor's license.

**2.2.3.** Owner shall furnish (1) surveys describing physical characteristics, limitations of record in the real estate records and utility locations for the Project Site and (2) a legal description of the Project Site. Contractor shall be entitled to rely on the accuracy of such information furnished by Owner pursuant to this provision.

**2.2.4.** Information or services required of Owner by the Contract Documents, and any other information or services relevant to Contractor's performance of the Work under Owner's control, shall be furnished by Owner with reasonable promptness.

**2.2.5.** Unless otherwise provided in the Contract Documents, Contractor will be furnished, free of charge, such copies of Drawings and Specifications as are reasonably necessary for execution of the Work. Contractor will furnish to Owner, free of charge, a reasonable number of copies of all drawings, specifications, cut sheets, shop drawings, diagrams and other design documents which the Contract Documents require Contractor to prepare or secure.

### **2.3. OWNER'S RIGHT TO STOP THE WORK**

**2.3.1.** The Owner has the right to stop the Work if the Contractor: (1) fails to correct Work which is not in substantial accordance with the requirements of the Contract Documents, (2) fails to carry out Work in accordance with the Contract Documents, (3) fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment, so as to be able to complete the Work within the Contract Time, (4) fails to remove or discharge any lien upon Owner's property by anyone claiming by, through, or under Contractor within 10 days of such filing if the lien is for Work for which Contractor has previously been paid; or (5) disregards the instructions of Owner or Architect when based

upon the requirements of the Contract Documents. The Owner may issue a written order to Contractor to stop the Work or the affected portion thereof, to the extent necessary to allow for correction of the defective Work or other failure by Contractor, until the cause for such order has been eliminated. The right of Owner to stop the Work shall not give rise to a duty on the part of Owner to exercise that right for the benefit of Contractor or any other person, except to the extent required by Subparagraph 6.1.2.

## **2.4. OWNER'S RIGHT TO CARRY OUT THE WORK AND CORRECT DEFECTS**

If Contractor fails to effect any correction of defective or nonconforming Work within a 14-day period after receipt of written notice from Owner, then Owner may, after expiration of such 14-day period, give Contractor a second notice to effect such correction. If Contractor does not commence within seven days after receipt of such second notice to correct the specified deficiency or does not thereafter diligently pursue such correction, then Owner may, without prejudice to other remedies Owner may have, correct such deficiency. In such case Owner may deduct from payments owed Contractor those additional costs that it incurs. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. No action taken by Owner hereunder shall affect any of the other rights or remedies of Owner granted by the Agreement or by law, or relieve Contractor from any consequences or liabilities arising from such deficiencies.

## **ARTICLE 3. CONTRACTOR**

### **3.1. GENERAL**

**3.1.1.** Contractor is the person identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**3.1.2.** The Contractor shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the Contract Documents. When the Contract Documents allow for a selection among alternate materials, including where the Contract Documents specify a particular material "or equal" or provide for similar alternatives, Contractor will make a recommendation to Owner as to the selection.

**3.1.3.** Contractor shall not be relieved of obligations to perform the Work in substantial accordance with the Contract Documents either by activities or duties of any architect, engineer or other professional, or by tests, inspections or approvals required or performed by persons other than Contractor. Nothing in this Subparagraph 3.1.3 limits Contractor's right to add to the Costs of the Work or request an extension of the Contract Time to compensate for delays or extra costs suffered by Contractor as a result of actions or failure to act when required by any architect, engineer or other professional or delays in obtaining tests, inspections or approvals.

### **3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.2.1.** Except as otherwise provided in this Paragraph 3.2, Contractor is not responsible for the completeness of the Contract Documents, or for errors, omission or inconsistencies in the Contract Documents, or for determining that the Contract Documents or the Work comply with applicable laws, statutes, ordinances, building codes, and rules and regulations, or for determining that the Work as

contemplated by the Contract Documents will be structurally sound, operable as intended or sufficient for Owner's planned use.

**3.2.2.** If Contractor actually knows that the Contract Documents or the Work is not in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, Contractor shall promptly report the same to Owner. Contractor also shall report to Owner any errors, omissions or inconsistencies in the Contract Documents that become actually known to Contractor.

**3.2.3.** Before commencing any portion of the Work, Contractor shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the Project Site affecting that portion of the Work. Any errors, inconsistencies or omissions discovered by Contractor shall be reported promptly to Owner. Contractor shall not be liable for any difference between field conditions and conditions assumed in the Contract Documents unless Contractor obtains actual knowledge of such difference and fails to report it to Owner.

### **3.3. SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1.** Contractor shall supervise and direct the Work. 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 Documents, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor shall give timely written notice to Owner and shall not proceed with that portion of the Work without further written instructions from the design professional responsible for preparation of the related design, with Owner's concurrence to the extent required by the Contract Documents. If Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures over the objection of Contractor, Owner shall be solely responsible for any resulting loss, damage or injury.

**3.3.2.** 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. If Contractor fails to report known deficiencies to Owner, then Contractor shall be responsible for all damages resulting therefrom. Contractor will not be responsible for the sufficiency of work performed by Owner or Owner's separate contractors.

### **3.4. LABOR AND MATERIALS**

**3.4.1.** Unless otherwise provided in the Contract Documents, 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.** Contractor may make substitutions only with the written consent of Owner and in accordance with a Modification.

**3.4.3.** Contractor shall enforce discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not knowingly permit employment of unfit persons or persons not skilled in tasks assigned to them.

### **3.5. WARRANTY**

**3.5.1.** Contractor warrants to Owner that materials and equipment furnished under the Contract Documents will be of good quality and new and that the Work will be in conformance with the requirements of the Contract Documents and will be free of defects, except those inherent in the quality of the Work that the Contract Documents require or permit. Contractor specifically does not warrant the design of the Work. Work not conforming to Contract Documents or these requirements, or failing to perform its intended purpose, will be considered "defective."

**3.5.2.** Contractor will correct Work that is defective (within the meaning of Subparagraph 3.5.1) and of which it receives notice from Owner within one year after Substantial Completion of the Project. Before pursuing any remedy (whether available under the Contract Documents, at law, or otherwise) for defective Work, Owner must (1) notify Contractor in writing of the defective Work and, to the extent possible, of the specific deficiency that Owner requires to be corrected and (2) afford Contractor a reasonable period of time in which to identify and implement a solution. If the Contractor fails to correct defective Work within a reasonable time after receipt of notice from the Owner, the Owner may correct it in accordance with Paragraph 2.4.

**3.5.3.** Contractor will not be required to correct insubstantial departures from the Contract Documents. Contractor's warranty excludes remedy for damage or defect caused by abuse, misuse, modifications not executed by Contractor or its Subcontractors, improper or insufficient maintenance, improper operation, normal wear and tear or normal usage.

**3.5.4.** Except as to defective Work identified to Contractor in writing by Owner before the end of such one-year period, beginning one year after Substantial Completion of the Project, Contractor will be responsible for defective or nonconforming Work (regardless of the basis for recovery, whether under the Contract Documents, at law, or otherwise) only to the extent that the cost of correcting the defect or nonconformance is recoverable under Contractor's insurance. All responsibility of Contractor for defective or nonconforming Work and related loss or damage (including any damage to the Project), as well as Owner's remedies (whether available under the Contract Documents, at law, or otherwise) for defective or nonconforming Work or related loss or damage (including any damage to the Project), will terminate one year after Substantial Completion of the Project, except to the extent preserved by this Subparagraph 3.5.4.

**3.5.5.** WITHOUT LIMITING OTHER PROVISIONS OF THIS PARAGRAPH 3.5, CONTRACTOR AND THE OWNER WILL HAVE RESPONSIBILITY FOR LOSS (INCLUDING ANY LOSS OF RENTS OR OTHER REVENUES OR DAMAGE TO PARTS OF THE PROJECT OTHER THAN THE DEFECTIVE WORK) OR INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED BY THE PARTY AS A RESULT OF ANY DEFECT OR OTHER SHORTCOMING IN THE WORK (WHETHER RESULTING FROM FAILURE OF COMPLIANCE WITH THE CONTRACT DOCUMENTS OF OTHERWISE) ONLY TO THE EXTENT THAT SUCH LOSS OR DAMAGES IS RECOVERABLE UNDER AN APPLICABLE POLICY OF INSURANCE.

**3.5.6.** SUBJECT TO SECTION 3.5.5. HEREIN, OWNER (FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF THE PROJECT) HEREBY EXPRESSLY DISCLAIMS AND WAIVES ANY AND ALL WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), **INCLUDING WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND GOOD AND WORKMANLIKE CONSTRUCTION AND WARRANTIES OF FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED**, AND OTHER BASIS FOR RECOVERY OR REIMBURSEMENT **(INCLUDING ANY GROUND FOR RECOVERY BASED ON NEGLIGENCE OR STRICT LIABILITY)**. THE LIMITATIONS IN THIS PARAGRAPH 3.5 ARE AN INTEGRAL PART OF THE CONTRACT, AND OWNER ACKNOWLEDGES THAT CONTRACTOR WOULD NOT HAVE ENTERED INTO THE CONTRACT OR AGREED TO PERFORM THE WORK FOR THE CONSIDERATION SPECIFIED IN THE CONTRACT HAD SUCH PROVISIONS NOT BEEN A PART OF THE CONTRACT.

**3.5.7.** This Paragraph 3.5 controls in the case of a conflict with any other provision of the Contract Documents. Without limitation, rights against Contractor with respect to defective or nonconforming Work under any other provision of the Contract Documents (including Paragraph 2.3, 2.4 or 12.2) will be subject to the limitations in this Paragraph 3.5, whether or not so provided in such other provision.

**3.5.8.** This Paragraph 3.5 is not intended to limit (1) any warranty or similar undertaking provided by a Subcontractor, a supplier or another person providing labor, materials, equipment or supplies in connection with the Work (other than Contractor and its employees) or (2) recovery against any available insurance covering the cost of correcting defective or nonconforming Work or loss or damage (including any damage to the Project) resulting from defective or nonconforming Work.

### **3.6. TAXES**

**3.6.1.** Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor, which taxes will be considered Costs of the Work.

### **3.7. PERMITS, FEES AND NOTICES**

**3.7.1.** Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

**3.7.2.** Contractor shall obtain any contractor's license required of it in the performance of its activities under the Contract Documents. Contractor shall ensure that all Subcontractors hold similar licenses when required. Contractor shall provide evidence of such licenses to Owner upon request.

### **3.8. [INTENTIONALLY OMITTED]**

### **3.9. SUPERINTENDENT**

**3.9.1.** Contractor shall employ a superintendent and necessary assistants who shall be in attendance at the Project Site during performance of all material parts of the Work. The superintendent shall represent Contractor, but communications given to the superintendent by Owner shall be binding on Contractor only if confirmed in a written communication to Contractor in accordance with the applicable provisions of the Contract.

### **3.10. CONTRACTOR'S CONSTRUCTION SCHEDULES**

**3.10.1.** A construction schedule for the Work is set forth on Exhibit "H" attached to the Agreement and incorporated herein by this reference. The schedule shall be revised with each Application for Payment as required by the conditions of the Work and the Project. The schedule (as revised, if applicable) shall relate to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The schedule developed under this Subparagraph 3.10.1 shall not establish milestone points within which Contractor must incrementally complete the Work.

**3.10.2.** Contractor shall prepare and keep current a schedule of submittals which is coordinated with Contractor's construction schedule and allows the Architect reasonable time to review submittals.

### **3.11. DOCUMENTS AT THE PROJECT SITE**

**3.11.1.** Contractor shall maintain at the Project Site for Owner one record copy of the Drawings and the Specifications, copies of all Change Orders, Construction Change Directive and other Modifications, and one record copy of all approved Shop Drawings, Product Data and similar required submittals. These shall be available to Owner and shall be delivered to Owner upon completion of the Work.

**3.11.2.** The record set of Drawings and Specifications shall be marked with reasonable promptness to record field changes and selections made during construction.

### **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 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 Contractor to illustrate materials or equipment for some portion of the Work.

**3.12.3.** Samples are physical examples which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Informational submittals upon which Owner is required to take responsive action are so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by Owner without action.

**3.12.5.** Contractor shall submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to minimize delay in the Work or in the activities of Owner or separate contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned by Owner without action.

**3.12.6.** By submitting Shop Drawings, Product Data, Samples and similar submittals, Contractor represents that Contractor has determined and verified materials, field measurements and field construction criteria related thereto

and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**3.12.7.** 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 Owner.

**3.12.8.** Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by approval of Shop Drawings, Product Data, Samples or similar submittals unless Contractor has specifically informed Owner in writing of such deviation at the time of submittal and a Change Order or Construction Change Directive has been issued authorizing the deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by Owner's approval thereof.

**3.12.9.** 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 Owner on previous submittals. In the absence of such written notice Owner's approval of a resubmission shall not apply to such revisions.

**3.12.10.** Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering. If professional design services or certifications by a design professional are required, Owner shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional.

### **3.13. USE OF SITE**

**3.13.1.** Contractor shall confine operations at the Project Site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the Project Site with materials or equipment.

### **3.14. CUTTING AND PATCHING**

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

**3.14.2.** Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors retained by Owner by cutting, patching or otherwise altering such construction or by excavation. Contractor shall not cut or otherwise alter construction by Owner or a separate contractor retained by Owner except with written consent of Owner; such consent shall not be unreasonably withheld. Contractor shall not unreasonably withhold from Owner or a separate contractor retained by Owner Contractor's consent to cutting or otherwise altering the Work.

### **3.15. CLEANING UP**

**3.15.1.** Contractor shall keep the Project Site and surrounding area reasonably free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, Contractor shall remove from and about the Project waste materials and rubbish generated by Contractor or its Subcontractors or Sub-Subcontractors and the tools, construction equipment, machinery and surplus materials of Contractor or its Subcontractors or Sub-Subcontractors.



### **3.16. ACCESS TO WORK**

**3.16.1.** Owner shall have access to the Project Site and all Work (whether in progress or completed) at all times.

### **3.17. ROYALTIES, PATENTS AND COPYRIGHTS**

**3.17.1.** Contractor shall pay all royalties and license fees relating to the performance of the Work; the cost of the same shall be considered Costs of the Work. Contractor shall not be responsible for any loss sustained by Owner, for infringement of copyrights, patents and other intellectual property rights when a particular design, process or product is required by the Contract Documents or where the violations are contained in the Drawings, Specifications or other documents prepared by Owner, Architect or another design professional engaged by Owner. If Contractor has reason to believe that any design, process or product is an infringement of a copyright, patent or other intellectual property right, Contractor shall promptly notify Owner.

### **3.18. INDEMNIFICATION**

**3.18.1. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND ITS RESPECTIVE AFFILIATED PERSONS AND ENTITIES OF EVERY TIER, AND ALL SUCH PARTIES' PARTNERS, SHAREHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES ("INDEMNIFIED PARTIES" AND EACH, AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEMANDS, EXPENSES, COSTS, DEBTS, CAUSES OF ACTION, SUITS, PROCEEDINGS, PENALTIES, FINES, SETTLEMENTS, JUDGMENTS, CLAIMS AND LIENS (INCLUDING, BUT NOT LIMITED TO, MECHANICS' LIENS AND STOP NOTICES), INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, CONSULTING COSTS, AND COURT COSTS (TOGETHER, "CLAIMS" AND EACH, A "CLAIM"), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR BODILY INJURY AND/OR PERSONAL INJURY TO OR DEATH OF PERSONS (INCLUDING, BUT NOT LIMITED TO, TO ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, OWNER OR OTHER INDEMNIFIED PARTY) OR LOSS OF USE OF, OR DAMAGE TO PROPERTY (OTHER THAN THE WORK ITSELF), BUT ONLY TO THE EXTENT CAUSED BY THE BREACH OF CONTRACT, NEGLIGENT ACTS OR OMISSIONS INCLUDING, BUT NOT LIMITED TO, VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW OR THE PRESENCE OR ACTIVITIES CONDUCTED IN, AT OR ABOUT THE PROJECT BY THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, PROVIDED HOWEVER THAT CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY AN INDEMNIFIED PARTY FOR CLAIMS CAUSED BY OR RESULTING FROM THAT INDEMNIFIED PARTY'S OWN NEGLIGENCE. IT IS AGREED THAT WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY AND ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING SECTION 3.18 INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS AND, AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT. SUCH OBLIGATION SHALL NOT BE CONSTRUED TO NEGATE, ABRIDGE, OR**

**REDUCE OTHER RIGHTS OR OBLIGATIONS OF INDEMNITY WHICH WOULD OTHERWISE EXIST AS TO A PARTY OR PERSON DESCRIBED IN THIS SECTION 3.18. IT IS THE INTENT OF THIS SECTION TO COMPLY, IN ALL RESPECTS, WITH THE PROVISIONS AND LIMITATIONS OF FLORIDA STATUTE 725.06, INCLUDING ITS RESTRICTIONS, LIMITATIONS AND SCOPE. TO THE EXTENT THE PROVISIONS OF THIS ARTICLE 18 CONFLICT WITH THE PROVISIONS OF FLORIDA STATUTE 725.06, THE PROVISIONS OF FLORIDA STATUTE 725.06 SHALL CONTROL. THE PARTIES SPECIFICALLY AGREE THAT ONE THOUSAND (\$1,000.00) DOLLARS OF THE CONTRACT AMOUNT BEING PAID HEREUNDER IS DESIGNATED AS SPECIFIC CONSIDERATION FOR THE INDEMNITY OBLIGATIONS CONTAINED HEREIN.**

**3.18.2.** The indemnity set forth in this Paragraph 3.18 shall not be limited by the insurance requirements in the Contract. The provisions of this Paragraph 3.18 shall not be construed to limit Contractor's obligation to comply with the insurance obligation contained in the Contract. 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.** It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligations under this Paragraph 3.18 such legal limitations are made a part of the indemnification obligations and shall operate to amend the indemnification obligations to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

**3.18.4.** The provisions of this Paragraph 3.18 shall survive the completion, termination and/or expiration of the Contract.

**3.18.5.** Nothing in this Paragraph 3.18 has the effect of expanding any obligations of Contractor for defective or nonconforming Work beyond the responsibility established in Paragraph 3.5.

## **ARTICLE 4. ADMINISTRATION OF THE CONTRACT**

### **4.1. ARCHITECT**

**4.1.1.** The Architect is the person, lawfully licensed to practice architecture or an entity lawfully practicing architecture, retained by Owner for design for the Work. If more than one person or entity is retained for such function, references to the Architect shall be considered to mean the one responsible for the related design or, in general matters, the one with primary responsibility for the Work. References to the Architect throughout the Contract Documents are singular in number regardless of the number of persons or entities employed in connection with the Work.

**4.1.2.** If the employment of the Architect is terminated, Owner shall employ a new Architect against whom Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Architect.

### **4.2. ADMINISTRATION OF THE CONTRACT**

**4.2.1.** The Owner will provide administration of the Contract to the extent provided in the Contract Documents through

Owner's designated representative or a Project Manager. The Architect also will advise and consult with Owner on matters related to the Work generally. The Architect will have authority to act on behalf of Owner only to the extent specifically provided in the Contract Documents.

**4.2.2.** Owner shall cause the Architect to visit the Project Site at intervals appropriate to the stage of Contractor's operations (1) to become generally familiar with the progress of the Work and the quality of the portion of the Work that has been completed, (2) to endeavor to guard Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in substantial accordance with the Contract Documents. Owner will cause the Architect to periodically report its findings to Owner and Contractor.

**4.2.3.** Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through Contractor. Communications by and with separate contractors shall be through Owner.

**4.2.4.** If requested by Owner, the Architect will review and approve or take other appropriate action upon 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 with such reasonable promptness as to cause no delay in the Work or in the activities of Owner, Contractor or separate contractors. The Architect's review of Contractor's submittals shall not relieve Contractor of its obligations. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, 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.

**4.2.5.** The Architect will make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either 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. Such interpretations shall not be binding on either Owner or Contractor unless it otherwise agrees.

**4.2.6.** 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 and will not show partiality to either Owner or Contractor.

### **4.3. CLAIMS AND DISPUTES**

**4.3.1.** A "Claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. "Claim" also includes other disputes and matters in question between Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice and such notice shall comply with the requirements set forth in Florida Statute Section 558.004 when applicable. The notice shall provide sufficient detail to enable the other party to investigate the matter and evaluate the related Claim. The responsibility to substantiate Claims shall rest with the party making the Claim.

**4.3.2.** Claims by Contractor for extension of the Contract Time must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after Contractor first recognizes the condition giving rise to the Claim and its effect on the Work, whichever is later. Contractor's Claim shall include an estimate of cost and probable impact to the progress of the Work. In the case of a Claim for extension based on a delay which is continuing, only one claim submission is necessary.

**4.3.3.** If Contractor wishes to make a Claim for an increase in the Contract Sum due to a change in the Work, written notice as provided herein shall be given before proceeding to execute the Work in question; *provided that* prior notice is not required for Claims relating to an emergency endangering safety or property. Other Claims for adjustment of the Contract Sum shall be made by written notice given as provided herein within a reasonable time. It is acknowledged and agreed, that this is neither a stipulated price nor guaranteed maximum price agreement and the Contract Sum will not be construed as such.

**4.3.4.** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that adverse weather conditions existed of unusual duration based upon the historical annual average in the city in which the Project is located and that those adverse weather conditions had an adverse effect on the scheduled Work.

**4.3.5.** If conditions are encountered at the Project Site which (1) are 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, then notice by the observing party shall be given to the other party promptly before such conditions are disturbed and in no event later than 21 days after first observance of such conditions. The Owner will promptly investigate such conditions and will make a recommendation for addressing the condition. If the recommendations and decision relative to addressing such conditions will cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Architect will recommend an equitable adjustment to the Contract Sum or Contract Time, or both. If the Owner determines that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. Claims by either party in opposition to the stated determination must be made within 21 days after the Owner has given notice of its decision. If Owner and Contractor cannot agree on the appropriate adjustment in the Contract Sum or Contract Time, the dispute will be subject to proceedings pursuant to Paragraph 4.4.

**4.3.6.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Subparagraph 9.5.1, Contractor shall proceed diligently with performance of the Contract and Owner shall continue to make payments in accordance with the Contract Documents.

**4.3.7.** If either party to the Contract 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 other party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to such other party within a reasonable time not exceeding 21 days after discovery.

**4.3.8. CONTRACTOR AND OWNER WAIVE CLAIMS AGAINST EACH OTHER FOR CONSEQUENTIAL,**

SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THE CONTRACT EXCEPT TO THE EXTENT, AND ONLY TO THE EXTENT, THAT ANY SUCH CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARE RECOVERABLE UNDER ANY OF THE INSURANCE REQUIRED TO BE MAINTAINED BY OWNER OR CONTRACTOR HEREUNDER; PROVIDED, HOWEVER, THAT IN NO EVENT SHALL THE FOREGOING WAIVER PERTAIN TO DIRECT DAMAGES SUSTAINED BY THE PARTIES. THE DAMAGES NOT RECOVERABLE BY THIS MUTUAL WAIVER (QUALIFIED AS SO PROVIDED) INCLUDE, BUT ARE NOT LIMITED TO:

.1 DAMAGES INCURRED BY 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 CONTRACTOR FOR PRINCIPAL OFFICE EXPENSES, INCLUDING THE COMPENSATION OF PERSONNEL STATIONED THERE, FOR LOSSES OF FINANCING, BUSINESS AND REPUTATION, AND FOR LOSS OF PROFIT, OTHER THAN ANTICIPATED PROFIT ARISING DIRECTLY FROM THE WORK.

Nothing contained in this Subparagraph 4.3.8 shall prohibit Owner from collecting liquidated damages under the terms and conditions in the Agreement.

**4.3.9.** The making of final payment shall constitute a release of all Claims by Owner against Contractor, except for those arising from:

.1 liens, claims, security interests or other encumbrances arising out of performance of the Work;

.2 defective Work (within the meaning of Subparagraph 3.5.1); and

.3 terms of special warranties required by the Contract Documents, if any.

#### **4.4. RESOLUTION OF CLAIMS AND DISPUTES**

**4.4.1.** 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.

**4.4.2.** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration, 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. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the state and county where the Project Site is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

**4.4.3.** Any Claim arising out of or related to the Contract, unless otherwise specifically provided in the Contract, shall be subject to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration

Association. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association. In no case shall a demand for arbitration 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 as determined pursuant to Paragraph 13.6. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.4. The arbitrator shall award the prevailing party attorneys' fees and costs as provided in the Contract. The arbitration shall be held in the state and county specified in Section 9.8 of the Agreement, unless another location is mutually agreed upon by the parties.

**4.4.4.** No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, any person other than Owner and Contractor, except (1) with respect to the Work for subcontractors and suppliers who have agreed to an arbitration provision substantially similar to this Paragraph 4.4 or (2) by written consent containing specific reference to the Agreement and signed by Owner, Contractor and any other person sought to be joined. Consent to arbitration involving an additional person shall not constitute consent to arbitration of a Claim not described therein or with a person not named or described therein.

**4.4.5.** The parties' agreement to mediate and arbitrate, and agreements to arbitrate with an additional person duly consented to by parties, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**4.4.6.** The award rendered by an arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **ARTICLE 5. SUBCONTRACTORS**

#### **5.1. DEFINITIONS**

**5.1.1.** A Subcontractor is a person who has a direct contract with Contractor to perform a portion of the Work at the Project Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number. The term "Subcontractor" does not include a separate contractor or a subcontractor of a separate contractor.

**5.1.2.** A Sub-subcontractor is a person who has a contract with a Subcontractor or another Sub-subcontractor to perform a portion of the Work at the Project Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number.

#### **5.2. AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

**5.2.1.** Contractor, in its discretion, may select its Subcontractors and materialmen and suppliers on a negotiated or bid basis, or other basis deemed appropriate by Contractor, and Contractor's selection of Subcontractors, materialmen and suppliers shall be determinative.

**5.2.2.** Contractor, upon request of Owner, shall furnish in writing to Owner the names of Subcontractors engaged by Contractor for the Work.

#### **5.3. SUBCONTRACTUAL RELATIONS**

**5.3.1.** By appropriate agreement, Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents, and to assume toward Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's portion of the

Work, which Contractor, by the Contract Documents, assumes toward Owner. Each subcontract agreement shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, Contractor shall require each Subcontractor to enter into similar agreements with Subcontractors. 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. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subcontractors and take similar actions to identify conflicts.

**5.3.2.** Contractor will provide Owner with a copy of its agreement with any Subcontractor upon request of Owner.

#### **5.4. CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.4.1.** Each subcontract agreement for a portion of the Work is assigned by Contractor to Owner provided that:

.1 assignment is effective only after termination of the Contract or completion of the Work; and only for those subcontract agreements which Owner at any time after such termination or completion accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract and the rights of Contractor to enforce the relevant Subcontractor's continuing obligations under the subcontract.

**5.4.2.** All subcontracts shall provide that they are freely assignable to Owner in accordance with this Paragraph 5.4. All subcontracts also shall recognize the limitations on Owner's responsibility as provided in Subparagraph 5.4.3.

**5.4.3.** Owner shall have no liability in respect of any subcontract until Owner has accepted the same in accordance with this Paragraph 5.4. In no case shall Owner have liability under any subcontract for work done, or services or materials furnished, prior to the date of Owner's acceptance of the subcontract, and Contractor shall continue to be responsible for the satisfaction of the Subcontractor's claims for all such amounts.

**5.4.4.** Contractor shall take such action as Owner requests to confirm the assignment of any subcontract in accordance with this Paragraph 5.4.

### **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.** Owner reserves the right to perform construction or operations related to the Project not included within the Work with Owner's own forces and to award separate contracts in connection with portions of the Project not included within the Work. If Contractor claims that delay or additional cost is involved because of such action by Owner or actions of such separate contractors, Contractor shall make such Claims as provided elsewhere in the Contract.

**6.1.2.** Owner shall provide for coordination of the activities of Owner's own forces and of each separate contractor with the Work of Contractor. Contractor shall cooperate with Owner's own forces and of each separate contractor employed by Owner. Contractor shall participate with other separate contractors and Owner in reviewing their construction

schedules and sequencing when directed to do so. Contractor shall make reasonable efforts to accommodate revisions to its construction schedule and sequencing that is necessary based on the results of joint review.

**6.1.3.** Unless otherwise provided in the Contract Documents, when Owner performs construction or operations related to the Project with Owner's own forces, Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to Contractor under the Contract, including those stated in Articles 3, 6, 10, 11 and 12.

#### **6.2. MUTUAL RESPONSIBILITY**

**6.2.1.** Contractor shall afford 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 Contractor's construction and operations with theirs as required by the Contract Documents.

**6.2.2.** If part of Contractor's Work depends, for proper execution, upon results of separate construction or operations by Owner or a separate contractor, Contractor shall, prior to proceeding with that portion of the Work, and only to the extent that Contractor is actually aware of the same, promptly report to Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution of Contractor's Work.

**6.2.3.** Owner shall be reimbursed by Contractor for costs incurred by Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of Contractor, but only to the extent that such costs do not constitute or would otherwise constitute Costs of the Work. Owner shall be responsible to Contractor for costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

**6.2.4.** Contractor shall promptly remedy damage wrongfully caused by Contractor to completed or partially completed construction or property of Owner or separate contractors as provided in Subparagraph 10.1.6. Owner shall promptly cause to be remedied damage wrongfully caused by Owner or a separate contractor to completed or partially completed portions of the Work.

**6.2.5.** Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for Contractor in Paragraph 3.14.

#### **6.3. OWNER'S RIGHT TO CLEAN UP**

**6.3.1.** If a dispute arises among Contractor, separate contractors and Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, Owner may clean up and allocate the cost among those responsible in an equitable manner.

### **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 or Construction Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**7.1.2.** Changes in the Work shall be performed under applicable provisions of the Contract Documents unless otherwise provided in the relevant Modification.

## **7.2. CHANGE ORDERS**

**7.2.1.** A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon all of the following:

- .1 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.

**7.2.2.** Change in the Contractor's fee in connection with a Change Order shall be based on changes in Cost of the Work. In no event will a Change Order result in a decrease in the Contractor's fee.

**7.2.3.** Contractor will devote commercially reasonable efforts to minimize the cost relating to any Change Order and will reimburse if requested by Owner and possible under applicable subcontracts.

## **7.3. CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1.** A Construction Change Directive is a written order signed by the Owner, directing a change in the Work 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.

**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 Subparagraph 7.3.5.

**7.3.4.** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise 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.

**7.3.5.** If Contractor disagrees with the method for adjustment in the Contract Sum, the Owner and Architect shall determine the method and 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, the Contractor shall keep and present, in such form as the Owner or 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 7.3.5 shall be limited to (1) Costs of the Work, (2) costs of additional premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and (3) additional costs of supervision and field office personnel directly attributable to the change.

**7.3.6.** 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 Costs or the Work. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**7.3.7.** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed and undisputed 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 4.

**7.3.8.** 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 will be recorded through a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

## **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 established in accordance with Paragraph 9.6.

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

### **8.2. PROGRESS AND COMPLETION**

**8.2.1.** By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**8.2.2.** Contractor shall not knowingly, except by agreement or instruction of Owner in writing, prematurely commence operations on the Project Site prior to the effective date of insurance required by Article 11 to be furnished by Contractor.

**8.2.3.** Contractor shall achieve Substantial Completion within the Contract Time.

### **8.3. DELAYS AND EXTENSIONS OF TIME**

**8.3.1.** The Contract Time shall be extended for such time as is reasonable on account of delay in the commencement or progress of the Work caused by any act or neglect of Owner, Architect or a separate contractor employed by Owner, or by the employees of any of them or other persons for whom any of them may be responsible, and also for any delay caused by (1) changes ordered in the Work, (2) strikes, lockouts or other labor disputes or actions, (3) government action or inaction, (4) failure of any utility company providing services to the Project to act in a timely manner, (5) unavailability of labor or materials generally, (6) adverse weather conditions of unusual duration based upon the historical annual average for

the city in which the Project is located, (7) fire, windstorm or other casualties resulting from natural causes, (8) other events which are beyond Contractor's reasonable control, (9) subsurface conditions not disclosed by the geotechnical reports obtained by Contractor or SCH 131 Coral Gables, L.P. prior to the date of the Agreement or provided to Contractor or SCH 131 Coral Gables, L.P. prior to the date of the Agreement, (10) environmental contamination not disclosed by the environmental reports obtained by Contractor or SCH 131 Coral Gables, L.P. prior to the date of the Agreement or provided to Contractor or SCH 131 Coral Gables, L.P. prior to the date of the Agreement and (11) changes mandated by laws which were not in existence on the date of the Agreement.

**8.3.2.** Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

**8.3.3.** Contractor shall be entitled to additional compensation on account of a delay if equitably justified.

## **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 Owner to Contractor for performance of the Work under the Contract Documents.

**9.1.2.** Contractor shall update the Schedule of Values attached to the Contract as Exhibit "B" from time to time to reflect changes in costs and other circumstances that manifest themselves as the Work progresses. The Schedule of Values shall be a guide for establishing amounts due Contractor to the extent provided in the Agreement, but the Schedule of Values shall be for informational purposes only and shall not be a limit on the timing or amount of payments due Contractor.

### **9.2. APPLICATIONS FOR PAYMENT**

**9.2.1.** Contractor's Applications for Payment shall be coordinated with the Schedule of Values.

**9.2.2.** With each Application for Payment, Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, or other similar evidence to substantiate the amount claimed in the Application for Payment. Subject to Subparagraph 9.2.3, each Application for Payment shall be accompanied by lien releases executed by Contractor and its Subcontractors and suppliers, current through the effective date of the preceding Application for Payment and conditional lien releases for the payments which are then the subject of the application.

**9.2.3.** In the event that, for good cause shown, Contractor has not paid a Subcontractor or supplier, Contractor shall identify that Subcontractor or supplier and, in lieu of a waiver and release of lien, provide Owner with a written explanation for non-payment, and in such event Owner may withhold the disputed amount claimed by the Subcontractor or supplier but Owner shall not be deemed to have reason for withholding of the remainder of the amount represented in the Application for Payment.

**9.2.4.** Applications for Payment may not include requests for payment for portions of the Work for which Contractor does not intend to pay to a Subcontractor or material supplier.

**9.2.5.** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment stored at the Project Site for subsequent incorporation in the Work. If approved in advance by Owner,

payment may similarly be made for materials and equipment suitably stored off the Project Site at a location agreed upon in writing. Payment for materials and equipment stored on or off the Project Site shall be conditioned upon compliance by Contractor with measures to establish Owner's title to such materials and equipment and procedures (including for insurance and security) to protect Owner's interest against damage, theft or destruction.

**9.2.6.** Contractor warrants that title to all Work will pass to Owner no later than the time of payment or incorporation into the Project, whichever is earlier.

**9.2.7.** The submittal of an Application for Payment will constitute a representation by Contractor to Owner that the Work has progressed to the point indicated, that the Work (to date) is in substantial accordance with the Contract Documents and that Contractor is entitled to payment in the amount certified. Such representations are without limitation of other representations or warranties contemplated by the Contract Documents.

### **9.3. DECISIONS TO WITHHOLD PAYMENT**

**9.3.1.** Owner may withhold payment in whole or in part, or based on subsequently discovered evidence, may reduce payments otherwise due, to such extent as may be necessary to protect Owner from loss for which Contractor is responsible because of:

- .1 defective Work not remedied;
- .2 any third party claim filed, unless security acceptable to Owner is provided by Contractor or the claim is released as against the Project;
- .3 failure of Contractor to make payments to Subcontractors or for labor, materials or equipment from sums advanced to Contractor pursuant to an Application for Payment; or
- .4 damage to Owner or another contractor for which Contractor is responsible under the terms of the Contract.

**9.3.2.** Payment will be made for amounts previously withheld to the extent the reason for withholding payment, as provided above, is removed.

### **9.4. PROGRESS PAYMENTS**

**9.4.1.** Owner will, and if applicable with advise of Owner's Project Manager, promptly after receipt of Contractor's Application for Payment either make payment for such amount as Contractor claims is properly due or notify Contractor in writing of the reasons for withholding payment in whole or in part.

**9.4.2.** Contractor shall promptly pay each Subcontractor, upon receipt of payment from Owner, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, less applicable retainage. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**9.4.3.** Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

**9.4.4.** Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.4.2 and 9.4.3.

**9.4.5.** A progress payment, or partial or entire use or occupancy of the Project by Owner, shall not constitute acceptance of Work not in accordance with the Contract Documents.

**9.4.6.** Contractor may suspend the Work if Owner has not made payment and has not notified Contractor in good faith of the reason for withholding payment as provided in Subparagraph 9.4.1.

## **9.5. FAILURE OF PAYMENT**

**9.5.1.** If Owner does not pay Contractor by the date established in the Contract Documents the amount due in accordance with the Contract Documents (except amounts that Owner disputes in good faith), then Contractor may, upon 14 days' written notice to Owner, 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 Contractor's reasonable costs of shut-down, delay and start-up.

## **9.6. SUBSTANTIAL COMPLETION**

**9.6.1.** Substantial Completion occurs when (1) the Work or a 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 purposes and (2) a certificate of occupancy (temporary or final) or other equivalent governmental approval is issued for every building and all other components of the Work or the designated portion thereof for which a certificate of occupancy or other such approval is required, except any such certificate of occupancy or other similar approval that cannot be obtained until completion of (1) portions of the Work that are dependent upon selections by a person (including prospective tenants or purchasers) other than Contractor or (2) work that is not part of the Work, including build-out of tenant improvements for retail space.

**9.6.2.** When Contractor considers that the Work, or a portion thereof which Owner agrees to accept separately, is substantially complete, Contractor shall prepare and submit to Owner, and if applicable Owner's Project Manager, a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in substantial accordance with the Contract Documents. Upon receipt of Contractor's list, Owner and/or Owner's Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete and whether Contractor's list of items yet to be done is complete. If Owner's inspection discloses any additional item not yet completed, whether or not included on Contractor's list, Owner shall notify Contractor, and the item if legitimate shall be added to Contractor's list.

**9.6.3.** Substantial Completion shall establish transition of responsibilities between Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix commencement of the time within which Contractor shall finish all items on the list of required corrective action. 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 Contract Documents. Upon request of either Owner or Contractor, Owner and Contractor shall jointly execute a statement confirming the date of Substantial Completion.

**9.6.4.** If the Work entails construction of two or more separate buildings, Substantial Completion will be determined on a building-by-building basis for purposes of (1) establishing

transition of responsibilities between Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, (2) fixing commencement of the time within which Contractor shall finish all items on the list of required corrective action and (3) commencement of warranties required by the Contract Documents.

## **9.7. PARTIAL OCCUPANCY OR USE**

**9.7.1.** Owner may occupy or use any completed portion of the Work, provided such occupancy or use is allowed by public authorities having jurisdiction over the Work.

**9.7.2.** Immediately prior to such partial occupancy or use, Owner and Contractor 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. In addition, Owner and Contractor shall set out in writing the responsibilities assigned to each of them for security, maintenance, heat, utilities, damage to the Work and insurance.

**9.7.3.** 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.

## **9.8. FINAL COMPLETION AND FINAL PAYMENT**

**9.8.1.** Upon receipt of written notice that the Work is ready for final inspection and acceptance, Owner will promptly make such inspection and, if Owner finds the Work acceptable under the Contract Documents, will promptly make final payment, subject to receipt of a final Application for Payment by Contractor and Contractor's satisfaction of all other applicable conditions of the Contract Documents. Contractor's final Application for Payment will constitute a representation as to all matters listed in Subparagraph 9.2.7 and a further representation that conditions listed in Subparagraph 9.8.2 as precedent to Contractor's being entitled to final payment have been fulfilled.

**9.8.2.** Neither final payment nor any remaining retainage shall become due until Contractor submits to the Owner (1) lien waivers as required by the Contract, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner, (3) consent of surety to final payment, if any is required, (4) all warranties, operating manuals, records and similar materials that are required by the Contract Documents and (5) other data establishing payment or satisfaction of obligations (such as receipts, 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 required by the Contract Documents. If a Subcontractor or other person refuses to furnish a required release or waiver for any reason, including Contractor's contest of the amount owed to such Subcontractor or other person, Contractor may furnish a bond sufficient under applicable law or, if no provision for bonding is made by applicable law, in the amount of 150% of the claim of such Subcontractor or other person, in which case final payment shall be made in full or, alternatively, Contractor may agree to Owner's withholding of an amount of 150% of the claim of such Subcontractor or other person, in which case the remainder of the amount due shall be paid Contractor and the retained amount shall be disbursed upon settlement of the claim.

**9.8.3.** Acceptance of final payment by Contractor, a Subcontractor or material supplier shall constitute a waiver of Claims by the payee, except (1) those Claims previously

made in writing and identified by that payee as unsettled at the time of payment and (2) Claims arising subsequent to final payment, including those for any amounts due in connection with performance of Contractor's obligations for corrective work.

## **ARTICLE 10. PROTECTION OF PERSONS AND PROPERTY**

### **10.1. SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1.** Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Contract.

**10.1.2.** Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- .1 employees and other individuals present on Project Site of the Work or adjoining areas affected by the Work;
- .2 the Work and all materials and equipment to be incorporated therein (whether in storage on or off the Project Site) under the direction, custody and control of Contractor; and
- .3 property at the Project 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.

**10.1.3.** Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

**10.1.4.** Contractor shall 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 owners and users of adjacent sites and utilities.

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

**10.1.6.** Contractor shall remedy damage and loss (other than damage or loss insured under insurance available to Owner) to property (including the Work) caused in whole or in part by Contractor, except damage or loss attributable to acts or omissions of Owner or anyone directly or indirectly employed by it, or by anyone for whose acts Owner may be liable, but only to the extent attributable to the fault or negligence of Contractor, or anyone directly or indirectly employed by it. The foregoing obligations of Contractor are in addition to Contractor's obligations under other provisions of the Contract Documents. Nothing in this Subparagraph 10.1.6 is intended as an extension of Contractor's obligation for correction of defective Work.

**10.1.7.** Contractor shall designate a responsible member of Contractor's organization at the Project Site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated by Contractor in writing to Owner.

**10.1.8.** Contractor shall not load or permit any part of the construction or Project Site to be loaded so as to endanger its safety.

### **10.2. HAZARDOUS MATERIALS**

**10.2.1.** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from any material or substance (including but not limited to asbestos, polychlorinated biphenyl (PCB) or other materials or substances that are classified as hazardous, toxic or in a similar category under any federal, state or local law) encountered on the Project Site by Contractor, Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to Owner in writing.

**10.2.2.** Owner shall obtain the services of a licensed laboratory to verify the presence or absence of any material or substance reported by Contractor pursuant to Subparagraph 10.2.1 and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, Owner shall furnish in writing to Contractor the names and qualifications of persons who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. Contractor will promptly reply to Owner in writing stating whether or not it has objection to the persons proposed by Owner. If Contractor has a reasonable objection to a person proposed by Owner, Owner shall propose another to whom Contractor has no reasonable objection. When it has been confirmed that the suspected material or substance is not hazardous, or when the material or substance has been rendered harmless, Work in the affected area shall resume. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of Contractor's reasonable additional costs of shut-down, delay and start-up. In no case will Contractor be responsible for abatement of hazardous materials, except to the extent otherwise specifically provided in the Contract Documents.

**10.2.3.** To the fullest extent permitted by law, Owner shall indemnify and defend (with counsel selected by Contractor) Contractor, Subcontractors and Sub-Subcontractors against, and hold them harmless from, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work in the area affected by any material or substance identified pursuant to Subparagraph 10.2.1, 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).

**10.2.4.** Owner shall not be responsible under Subparagraph 10.2.2 or 10.2.3 for materials and substances brought to the Project Site by Contractor, a Subcontractor or another for whom either of them is responsible, unless the material or substance is specifically called for by the Contract Documents and is used in accordance with requirements specified in the Contract Documents (if any) and material data safety sheets for the product.

**10.2.5.** If Contractor is held liable for the cost of remediation of a hazardous material or substance by reason of performing Work as required by the Contract Documents, Owner shall indemnify Contractor for all cost and expense thereby incurred and in that regard the foregoing cost and expense will be considered Costs of the Work.

### **10.3. EMERGENCIES**

**10.3.1.** In an emergency affecting safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss. Additional



compensation or extension of time claimed by Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

## **ARTICLE 11. INSURANCE AND BONDS**

### **11.1. CONTRACTOR'S INSURANCE**

**11.1.1.** Contractor shall maintain insurance as set forth in Article 11 of the Agreement.

**11.1.2.** Certificates of insurance shall be filed with Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or materially modified until at least 30 days' prior written notice has been given to Owner. Information concerning reduction of coverage on account of revised limits shall be furnished by Contractor with reasonable promptness in accordance with Contractor's information and belief.

### **11.2. OWNER'S LIABILITY INSURANCE**

**11.2.1.** Owner shall place and maintain an Owner Controlled Insurance Program affording on-site general liability and excess liability insurance for Owner, Contractor, Subcontractors, and sub-tier subcontractors as specified in the Contract Documents.

**11.2.2.** A certificate of insurance shall be filed with Contractor prior to commencement of the Work. This certificate and the insurance policy required by this Paragraph 11.2 shall contain a provision that coverage afforded under the policy will not be canceled or materially modified until at least 30 days' prior written notice has been given to Contractor.

### **11.3. PROPERTY INSURANCE**

**11.3.1.** Owner shall purchase and maintain property insurance written on a builder's risk or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Modifications and cost of materials supplied or installed by persons other than Contractor or its Subcontractors, comprising total value for the entire Project on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.8 or until no person other than Owner has an insurable interest in the property required by this Subparagraph 11.3.1 to be covered, whichever is later.

**11.3.2.** Property insurance shall be on an "all-risk" or "special form of loss" basis or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage, including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Property insurance need not cover acts of terrorism or mold or microorganisms to the extent that such coverage is not available on commercially reasonable terms.

**11.3.3.** If Owner does not intend to purchase such property insurance required by the Contract with all of the coverages in the amount described above, Owner shall so inform Contractor in writing prior to commencement of the Work. Contractor may then effect insurance which will protect the interests of Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order

the cost thereof shall be charged to Owner. If Contractor is damaged by the failure or neglect of Owner to purchase or maintain insurance as described above, without so notifying Contractor in writing, then Owner shall bear all costs properly attributable thereto.

**11.3.4.** If the property insurance includes deductibles or self-insured retentions, Owner shall pay costs not covered because of such deductibles or retentions, regardless of whether the insurance is maintained by Owner or by Contractor.

**11.3.5.** Owner's property insurance shall cover portions of the Work stored off the Project Site, and also portions of the Work in transit.

**11.3.6.** Partial occupancy or use in accordance with Paragraph 9.7 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. Owner and Contractor shall obtain consent of the insurance company or companies and shall, without such consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**11.3.7.** If such components are part of the Work, Owner shall purchase and maintain boiler and machinery insurance in amounts required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by Owner.

**11.3.8.** Owner shall file with Contractor certificates of insurance for the coverages required by this Paragraph 11.3. These certificates and the insurance policies required by this Paragraph 11.3 shall contain a provision that coverages afforded under the policies will not be canceled or materially modified until at least 30 days' prior written notice is provided. Information concerning reduction of coverage on account of revised limits shall be furnished by Owner with reasonable promptness in accordance with Owner's information and belief.

**11.3.9.** A loss insured under Owner's property insurance shall be adjusted by Owner as fiduciary and made payable to Owner as fiduciary for Owner and Contractor, as their interests may appear, subject to requirements of any applicable mortgagee. Contractor shall pay Subcontractors their just shares of insurance proceeds received by Contractor, and by appropriate agreements, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

**11.3.10.** Owner is not responsible for any loss, theft or damage to equipment, tools or other personal property of Contractor, a Subcontractor or a Sub-subcontractor or any employee of any of them, regardless of cause. Contractor shall insure against such loss, theft or damage to the extent it deems appropriate, and Contractor shall require all Subcontractors and Sub-subcontractors to obtain similar insurance if they deem it appropriate. All such insurance shall include, by endorsement or otherwise, waivers of subrogation benefitting Owner. Contractor waives all claims against Owner for any such loss, theft or damage, and Contractor shall obtain similar waivers from all Subcontractors and Sub-subcontractors.

### **11.4. SUBROGATION**

**11.4.1.** Contractor and Owner each waive claims against the other party for any loss, damage, claims costs or expenses (including attorney's fees) arising out of or related to the Work but only to the extent that the same is actually recovered

under insurance coverage available to the party providing the waiver; *provided that* nothing in this Subparagraph 11.4.1 affects any party's rights to insurance proceeds or a party's obligations or responsibilities in respect thereof. SUCH WAIVER SPECIFICALLY EXTENDS TO LOSS RESULTING FROM THE NEGLIGENCE OF A PARTY OR ANOTHER PERSON FOR WHOM IT IS RESPONSIBLE OR MATTERS FOR WHICH A PARTY OR ANY SUCH OTHER PERSON MAY HAVE STRICT LIABILITY. This waiver/limitation shall not apply in event the loss, damage, claim, cost or expenses is not recovered under the insurance coverage provided herein. Contractor and Owner each shall require their respective insurers to include in all insurance (including insurance covering loss of use of property due to fire or other hazards) carried by them (whether or not related to the Work and regardless of whether in place during performance of the Work or after the Work's completion), by endorsement or otherwise, waivers of subrogation benefitting the other party with respect to all loss, damage, claims, liability, costs or expenses to which this Subparagraph 11.4.1 applies. Any statute of limitations that may apply to claims against a party subject to this Subparagraph 11.4.1 shall toll pending the resolution of the insurance claims.

**11.4.2.** The waivers in Subparagraph 11.4.1 will benefit Subcontractors, Sub-Subcontractors or suppliers, but only if specifically provided in the agreement between Contractor and the relevant Subcontractor, Sub-Subcontractor or supplier. Owner, on request of Contractor, will evidence in writing the extension of the benefits of Subparagraph 11.4.1 to a Subcontractor, Sub-Subcontractor or supplier and will secure waivers of subrogation from its insurers benefitting such Subcontractor, Sub-Subcontractor or supplier as required by Subparagraph 11.4.1.

## **11.5. PERFORMANCE BOND AND PAYMENT BOND**

**11.5.1.** Contractor shall not be required to provide a performance bond or a payment bond.

**11.5.2.** Contractor may require Subcontractors, Sub-Subcontractors, suppliers or others involved in the Work to provide performance bonds and payment bonds. Contractor will use commercially reasonable efforts to do so if requested by Owner for a given Subcontractor, Sub-Subcontractor, supplier or other person involved in the Work. Inability to obtain a payment or performance bond will not be basis for the disqualification of any Subcontractor, Sub-Subcontractor, supplier or other person involved in the Work.

**11.5.3.** If any performance bond or payment bond is required of any Subcontractor, Sub-Subcontractor, supplier or other person involved in the Work at the request of Owner, cost of such performance bond or payment bond considered Costs of the Work.

## **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 Owner's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by Owner, be uncovered for examination and be replaced at Contractor's expense without change in the Contract Time.

**12.1.2.** If a portion of the Work has been covered which Owner has not specifically requested to examine prior to its being covered and which the Contract Documents do not prohibit, Owner may request to see such Work and it shall be uncovered by Contractor. If such Work is in substantial accordance with the Contract Documents, costs of uncovering

and replacement shall, by appropriate Change Order, be at Owner's expense and considered Costs of the Work. If such Work is not in substantial accordance with the Contract Documents, costs of uncovering and replacement shall be at Contractor's expense, subject to reimbursement as allowed by the Contract.

### **12.2. CORRECTION OF WORK**

**12.2.1.** Contractor shall be obligated to correct Work that is defective (within the meaning of Subparagraph 3.5.1), whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, but only to the extent required under the terms of Paragraph 3.5. Costs of correcting defective Work, including additional testing and inspections and compensation for additional architectural, engineering and other design services and expenses made necessary thereby shall be a Cost of the Work, unless such defective Work is a result of Contractor's gross negligence (as defined in Section 5.4 of the Agreement).

**12.2.2.** Owner shall give such notice promptly after discovery of any defective Work. If Owner fails to notify Contractor and give Contractor an opportunity to make correction, Owner waives the rights to require correction by Contractor and to make a claim for breach of warranty. If Contractor fails to correct defective or nonconforming Work within a reasonable time after receipt of notice from Owner, Owner may correct it and seek recovery if allowed by Paragraph 3.5.

**12.2.3.** Contractor shall remove from the Project Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by Contractor nor accepted by Owner. Nothing in this Subparagraph 12.2.3 has the effect of extending any warranty obligations of Contractor beyond the periods otherwise provided in the Contract.

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

## **ARTICLE 13. MISCELLANEOUS PROVISIONS**

### **13.1. GOVERNING LAW**

**13.1.1.** The Contract shall be governed by the law specified in Section 9.8 of the Agreement.

### **13.2. SUCCESSORS AND ASSIGNS**

**13.2.1.** Owner and Contractor respectively bind themselves and their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents.

**13.2.2.** The parties' respective rights to assign the Contract shall be governed by Section 9.9 of the Agreement.

### **13.3. RIGHTS AND REMEDIES**

**13.3.1.** Except as otherwise provided in the Contract Documents, 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 Owner 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 in writing.

#### **13.4. TESTS AND INSPECTIONS**

**13.4.1.** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time as required by the Contract Documents or applicable laws. Unless otherwise provided, Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory acceptable to Owner, or with the appropriate public authority. Owner shall bear all related costs of tests, inspections and approvals, except as provided in Subparagraph 13.4.3. Contractor shall give Owner timely notice of when and where tests and inspections are to be made so that Owner may be present for such procedures.

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

**13.4.3.** If testing, inspection or approval under Subparagraphs 13.4.1 and 13.4.2 reveal defects in the Work or failure of the Work to comply with requirements established by the Contract Documents, all costs of repeated testing, inspection or approval made necessary by such failure shall be at Contractor's expense, subject to reimbursement as a Cost of the Work unless the Contract Sum is determined based on a fixed price or reimbursement is not allowed by other provisions of the Contract.

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

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

#### **13.5. INTEREST**

**13.5.1.** Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the prime interest rate quoted for money center banks in The Wall Street Journal (as such rate changes from time to time) plus 5% per annum or, if less, the maximum rate allowed by law.

#### **13.6. COMMENCEMENT OF STATUTORY LIMITATION PERIOD**

**13.6.1.** As between Owner and Contractor:

.1 as to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

.2 as to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of final payment; and

.3 as to acts or failures to act occurring after final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of actual commission of any other act or failure to perform any duty or obligation by Contractor or Owner.

### **ARTICLE 14. TERMINATION**

#### **14.1. TERMINATION BY CONTRACTOR**

**14.1.1.** Contractor may terminate the Contract (as provided in Subparagraph 14.1.3) if the Work is stopped for a period of 30 consecutive days through no act or fault of Contractor, a Subcontractor or a Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under direct or indirect contract with Contractor, for any of the following reasons:

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

.2 an act of government, such as a declaration of national emergency which requires all Work to be stopped; or

.3 because Owner has not made payment and has not notified Contractor in good faith of the reason for withholding payment as provided in Subparagraph 9.4.1 within the time stated in the Contract Documents.

**14.1.2.** Contractor may terminate the Contract if, through no act or fault of Contractor, a Subcontractor or a Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under direct or indirect contract with Contractor, repeated suspensions, delays or interruptions of the entire Work by Owner, constitute in the aggregate more than 90 days.

**14.1.3.** If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, Contractor may, after 30 days written notice and opportunity to cure, terminate the Contract and recover from Owner the amounts set forth in Section 8.2 of the Agreement. Owner shall be entitled to cure within 30 days after its receipt of the written notice or, if cure within such 30-day period is not reasonably possible, such longer period as may be required so long as Owner diligently initiates and pursues curative action and pays all undisputed sums due and payable hereunder. Contractor shall not have the right to terminate if cure is effected within such period.

**14.1.4.** Without limiting other provisions of the Contract, if Contractor suspends performance for any of the reasons identified in Subparagraph 14.1.1 or 14.1.2 or in accordance with another provision of the Contract, upon recommencing the Work, Contractor will be entitled to an equitable adjustment of the Contract Sum and the Contract Time in order to reflect the cost and delay of shut down, suspension and start-up.

#### **14.2. TERMINATION BY OWNER FOR CAUSE**

**14.2.1.** Subject to Subparagraph 14.2.2, Owner may terminate the Contract if Contractor:

- .1 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- .2 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .3 otherwise is guilty of material breach of a provision of the Contract Documents.

If Owner terminates the Contract based on occurrence of a factor enumerated in this Subparagraph 14.2.1, then no further payments shall be due to Contractor for Contractor's Fee or General Conditions until completion of the Work by Owner or Owner's replacement contractor. Upon completion of the Work, Owner will pay any remaining amount due Contractor, subject to offsets for damages incurred by the Owner. Owner will pay, when otherwise due, all direct Subcontractor, Sub-subcontractor and/or supplier costs, which are part of the Cost of the Work, incurred up to the date of termination either by joint check or direct payment to the Subcontractor, Sub-subcontractor and/or supplier.

**14.2.2.** Before exercising any termination right under Subparagraph 14.2.1.1, Owner shall give Contractor notice of its intent to terminate and the specific cause or causes on which termination would be based. Contractor shall then be entitled to cure within 30 days after its receipt of the written notice or, if cure within such 30-day period is not reasonably possible, such longer period as may be required so long as Contractor diligently initiates and pursues curative action. Owner shall not have the right to terminate if cure is effected within such period.

**14.2.3.** When there exists any of the reasons for termination as provided in this Paragraph 14.2, after expiration of the applicable cure period, Owner may, without prejudice to any other rights or remedies of Owner, by giving Contractor written notice, terminate employment of Contractor. Upon such termination, Owner may, subject to prior rights of the surety, if any:

- .1 take possession of the Project Site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor for use in completion of the Work;
- .2 accept assignment of subcontracts pursuant to Subparagraph 5.4.1; and
- .3 finish the Work by whatever reasonable method Owner may deem expedient.

Upon request of Contractor, Owner shall furnish to Contractor a detailed accounting of the costs incurred by Owner in finishing the Work.

**14.3. TERMINATION UNDER THE OPERATING AGREEMENT**

**14.3.1.** If SCH 131 Coral Gables, L.P. is removed as Managing Member of the Owner pursuant to Section 3.7.2 of the Owner's Operating Agreement or if Diamond Coral Gables LLC exercises its purchase rights or remedies with respect to SCH 131 Coral Gables, L.P.'s interest under Section 9.3 of the Owner's Operating Agreement, or if the Owner is dissolved pursuant to Section 9.1(a) of the Owner's Operating Agreement and SCH 131 Coral Gables, L.P. is the affected Member of Owner, then Owner may terminate this Agreement and Contractor shall be entitled to payment as provided in Section 8.2 of the Agreement.

**“EXHIBIT "E"”**

<b>Discipline</b>	<b>Drawing No.</b>	<b>Drawing Title</b>	<b>Drawing Date</b>	<b>Received Date</b>
Architectural	A-0.00	COVER SHEET	12/20/21	01/17/22
Architectural	A-1.00	SITE PLAN	03/25/22	03/28/22
Architectural	A-1.00A	SITE GROUND - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-1.01	SITE DETAILS	03/25/22	03/28/22
Architectural	A-1.01A	SITE DETAILS	03/25/22	03/28/22
Architectural	A-1.02	ENLARGED EXTERIOR STAIR PLANS	03/25/22	03/28/22
Architectural	A-2.00	OVERALL GROUND LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.00A	PARTIAL GROUND LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.00B	PARTIAL GROUND LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.00C	PARTIAL GROUND LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.01	OVERALL INTERMEDIATE LEVEL FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.01A	PARTIAL INTERMEDIATE LEVEL PARKING FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.02	OVERALL 2ND LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.02A	PARTIAL 2ND LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.02B	PARTIAL 2ND LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.02C	PARTIAL 2ND LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.03	OVERALL 3RD LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.03A	PARTIAL 3RD LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.03B	PARTIAL 3RD LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.03C	PARTIAL 3RD LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.04	OVERALL 4TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.04A	PARTIAL 4TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.04B	PARTIAL 4TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.04C	PARTIAL 4TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.05	OVERALL 5TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.05A	PARTIAL 5TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.05B	PARTIAL 5TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.05C	PARTIAL 5TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.06	OVERALL 6TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.06A	PARTIAL 6TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.06B	PARTIAL 6TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.06C	PARTIAL 6TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.07	OVERALL 7TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.07A	PARTIAL 7TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.07B	PARTIAL 7TH LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.07C	PARTIAL 7TH LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.08	OVERALL ROOF LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.08A	PARTIAL ROOF LEVEL - FLOOR PLAN - EAST	03/25/22	03/28/22
Architectural	A-2.08B	PARTIAL ROOF LEVEL - FLOOR PLAN - WEST	03/25/22	03/28/22
Architectural	A-2.09	OVERALL BULKHEAD LEVEL - FLOOR PLAN	04/22/22	04/25/22
Architectural	A-2.09A	PARTIAL BULKHEAD LEVEL - FLOOR PLAN	03/25/22	03/28/22

Architectural	A-2.09B	PARTIAL BULKHEAD LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.09C	PARTIAL BULKHEAD LEVEL - FLOOR PLAN	03/25/22	03/28/22
Architectural	A-2.10	SLAB EDGE - 2ND LEVEL	03/25/22	03/28/22
Architectural	A-2.11	SLAB EDGE - 3RD LEVEL	03/25/22	03/28/22
Architectural	A-2.12	SLAB EDGE - 4TH LEVEL	03/25/22	03/28/22
Architectural	A-2.13	SLAB EDGE - 5TH LEVEL	03/25/22	03/28/22
Architectural	A-2.14	SLAB EDGE - 6TH LEVEL	03/25/22	03/28/22
Architectural	A-2.15	SLAB EDGE - 7TH LEVEL	03/25/22	03/28/22
Architectural	A-2.16	SLAB EDGE - ROOF LEVEL	03/25/22	03/28/22
Architectural	A-3.00	OVERALL ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.01	NORTH ELEVATION	04/22/22	04/25/22
Architectural	A-3.02	SOUTH ELEVATION	04/22/22	04/25/22
Architectural	A-3.03	EAST & WEST ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.04	OVERALL ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.05	COURTYARD ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.06	COURTYARD ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.07	COURTYARD ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.08	ENLARGED BUILDING ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.09	ENLARGED BUILDING ELEVATIONS	03/25/22	03/28/22
Architectural	A-3.10	ENLARGED BUILDING ELEVATIONS	03/25/22	03/28/22
Architectural	A-4.00	BUILDING SECTIONS	03/25/22	03/28/22
Architectural	A-4.01	BUILDING SECTIONS	03/25/22	03/28/22
Architectural	A-4.02	BUILDING SECTIONS	03/25/22	03/28/22
Architectural	A-4.03	BUILDING SECTIONS	03/25/22	03/28/22
Architectural	A-4.05	TYPICAL WALL SECTIONS	03/25/22	03/28/22
Architectural	A-4.06	TYPICAL WALL SECTIONS	03/25/22	03/28/22
Architectural	A-4.07	TYPICAL WALL SECTIONS	03/25/22	03/28/22
Architectural	A-5.00	OVERALL GROUND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.00A	PARTIAL GROUND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.00B	PARTIAL GROUND LEVEL-REFLECTED CEILING PLAN	04/22/22	04/25/22
Architectural	A-5.00C	PARTIAL GROUND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.00D	ENLARGED AMENITIES RCP	03/25/22	03/28/22
Architectural	A-5.00E	ENLARGED DRIVEWAY RCP	03/25/22	03/28/22
Architectural	A-5.01	OVERALL 2ND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.01A	PARTIAL 2ND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.01B	PARTIAL 2ND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.01C	PARTIAL 2ND LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.02	OVERALL 3RD LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.02A	PARTIAL 3RD LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.02B	PARTIAL 3RD LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.02C	PARTIAL 3RD LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.03	OVERALL 4TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.03A	PARTIAL 4TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.03B	PARTIAL 4TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.03C	PARTIAL 4TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.04	OVERALL 5TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.04A	PARTIAL 5TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.04B	PARTIAL 5TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.04C	PARTIAL 5TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22

Architectural	A-5.05	OVERALL 6TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.05A	PARTIAL 6TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.05B	PARTIAL 6TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.05C	PARTIAL 6TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.06	OVERALL 7TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.06A	PARTIAL 7TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.06B	PARTIAL 7TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.06C	PARTIAL 7TH LEVEL-REFLECTED CEILING PLAN	03/25/22	03/28/22
Architectural	A-5.06D	ENLARGED 7TH LEVEL AMENITIES RCP	03/25/22	03/28/22
Architectural	A-5.07	ENLARGED POOL DECK FLOOR PLAN AND DETAILS	03/25/22	03/28/22
Architectural	A-5.07A	ENLARGED POOL DECK FLOOR PLAN AND DETAILS	03/25/22	03/28/22
Architectural	A-5.08	ENLARGED POOL DECK - SECTIONS & DETAILS	03/25/22	03/28/22
Architectural	A-5.09	ENLARGED RESTROOM PLANS AND DETAILS	03/25/22	03/28/22
Architectural	A-5.10	ENLARGED MAIL ROOM	03/25/22	03/28/22
Architectural	A-5.11	ENLARGED FOOD PREP AREA	03/25/22	03/28/22
Architectural	A-5.12	ENLARGED FOOD PREP AREA	03/25/22	03/28/22
Architectural	A-5.13	ENLARGED ENTRY CANOPIES	03/25/22	03/28/22
Architectural	A-5.15	ENLARGED BIKE ROOM, MAINTENANCE ROOM & COURTYARD PLANS & DETAILS	03/25/22	03/28/22
Architectural	A-6.00	UNIT A1 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.00A	UNIT A1 FLOOR PLAN & DETAILS (CONTINUED)	03/25/22	03/28/22
Architectural	A-6.01	UNIT A2 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.02	UNIT A2-A FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.03	UNIT A3 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.04	UNIT A4 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.04A	UNIT A3 ALT. FLOOR PLAN & DETAILS	01/14/22	01/17/22
Architectural	A-6.05	UNIT A5 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.06	UNIT A6 FLOOR PLAN & DETAILS	04/22/22	04/25/22
Architectural	A-6.07	UNIT A7 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.08	UNIT A7-A FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.09	UNIT B1 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.10	UNIT B2 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.11	UNIT B3 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.12	UNIT B4 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.12A	UNIT B2 RCP ALT.	01/14/22	01/17/22
Architectural	A-6.13	UNIT B5 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.14	UNIT B6 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.14A	UNIT B4 ALT. FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.15	UNIT B6-A FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.16	UNIT B7 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.17	UNIT C1 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.17A	UNIT C1 FLOOR PLAN & DETAILS (CONTINUED)	03/25/22	03/28/22
Architectural	A-6.18	UNIT C2 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.18A	UNIT C2 FLOOR PLAN & DETAILS (CONTINUED)	03/25/22	03/28/22
Architectural	A-6.19	UNIT C3 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.19A	UNIT C3 FLOOR PLAN & DETAILS (CONTINUED)	03/25/22	03/28/22
Architectural	A-6.20	LIVE/WORK 1 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.20A	LIVE/WORK 1 FLOOR PLANS & DETAILS	03/25/22	03/28/22
Architectural	A-6.21	LIVE/WORK 2 FLOOR PLAN & DETAILS	03/25/22	03/28/22

Architectural	A-6.21A	LIVE/WORK 2 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.22	LIVE/WORK 3 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.22A	LIVE/WORK 3 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.23	LIVE/WORK 4 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.23A	LIVE/WORK 4 FLOOR PLANS & DETAILS	03/25/22	03/28/22
Architectural	A-6.24	LIVE/WORK 5 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.24A	LIVE/WORK 5 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.25	LIVE/WORK 6 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.25A	LIVE/WORK 6 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.26	LIVE/WORK 7 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.26A	LIVE/WORK 7 FLOOR PLAN & DETAILS	03/25/22	03/28/22

Architectural	A-6.27	LIVE/WORK 8 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.27A	LIVE/WORK 8 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.28	LIVE/WORK 9 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.28A	LIVE/WORK 9 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.29	LIVE/WORK 10 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.29A	LIVE/WORK 10 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.30	LIVE/WORK 11 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.30A	LIVE/WORK 8 FLOOR PLAN & DETAILS	01/14/22	01/17/22
Architectural	A-6.31	LIVE/WORK 12 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.31A	LIVE/WORK 12 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.32	LIVE/WORK 13 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.32A	LIVE/WORK 13 FLOOR PLAN & DETAILS	03/25/22	03/28/22
Architectural	A-6.33	UNIT KITCHEN AND BATHROOM DETAILS	03/25/22	03/28/22
Architectural	A-6.33a	UNIT KITCHEN AND BATHROOM DETAILS (CONTINUED)	03/25/22	03/28/22
Architectural	A-6.34	FHA / ADA GUIDELINES	03/25/22	03/28/22
Architectural	A-6.34A	LIVE/WORK 12 FLOOR PLAN & DETAILS	01/14/22	01/17/22
Architectural	A-6.35	LIVE/WORK 13 FLOOR PLAN & DETAIL	01/14/22	01/17/22
Architectural	A-6.35A	LIVE/WORK 13 FLOOR PLAN & DETAILS	01/14/22	01/17/22
Architectural	A-6.36	UNIT KITCHEN AND BATHROOM DETAILS	01/14/22	01/17/22
Architectural	A-7.00	STAIR #1 PLANS AND SECTIONS	03/25/22	03/28/22
Architectural	A-7.00A	STAIRS #1 GARAGE SECTIONS	03/25/22	03/28/22
Architectural	A-7.01	STAIR #2 PLANS AND SECTIONS	03/25/22	03/28/22
Architectural	A-7.01A	STAIRS #2 GARAGE PLANS AND SECTIONS	03/25/22	03/28/22
Architectural	A-7.02	STAIR #3 PLANS AND SECTIONS	03/25/22	03/28/22
Architectural	A-7.03	STAIR #4 PLANS AND SECTIONS	03/25/22	03/28/22
Architectural	A-7.04	STAIR #5 PLANS & SECTIONS	03/25/22	03/28/22
Architectural	A-7.05	ELEVATOR #1 & #2 FLOOR PLANS AND SECTIONS	04/22/22	04/25/22
Architectural	A-7.06	ELEVATOR #3 & #4 FLOOR PLANS AND SECTIONS	04/22/22	04/25/22
Architectural	A-7.07	TRASH CHUTE #1 PLANS AND DETAILS	03/25/22	03/28/22
Architectural	A-7.08	TRASH CHUTE #2 PLANS AND DETAILS	03/25/22	03/28/22
Architectural	A-8.00	COMMON AREA DOOR SCHEDULE	03/25/22	03/28/22



Architectural	A-8.00A	COMMON AREA FINISH SCHEDULE	04/22/22	04/25/22
Architectural	A-8.00B	UNIT DOORS & FINISHED SCHEDULE	03/25/22	03/28/22
Architectural	A-8.00C	UNIT LIGHTING AND VENTILATION CALCS.	03/25/22	03/28/22
Architectural	A-8.01	WALL TYPE SCHEDULE	03/25/22	03/28/22
Architectural	A-8.02	TYPICAL CEILING DETAILS	03/25/22	03/28/22
Architectural	A-8.02A	TYPICAL CEILING DETAILS	03/25/22	03/28/22
Architectural	A-8.03	COLUMNS DETAILS	03/25/22	03/28/22
Architectural	A-9.00	TYPICAL ROOF DETAILS	03/25/22	03/28/22
Architectural	A-9.00A	TYPICAL ROOF DETAILS	03/25/22	03/28/22
Architectural	A-9.01	TYPICAL ROOF DETAILS	03/25/22	03/28/22
Architectural	A-9.01A	TYPICAL ROOF & BALCONY DETAILS	03/25/22	03/28/22
Architectural	A-9.01B	ENLARGED UNIT BALCONY TYPES	03/25/22	03/28/22
Architectural	A-9.01C	ENLARGED UNIT BALCONY TYPES	03/25/22	03/28/22
Architectural	A-9.02	TYPICAL DAMP-PROOFING & WATER-PROOFING DETAILS	03/25/22	03/28/22
Architectural	A-10.00	TYPICAL STOREFRONT, WINDOW TYPES, & LOUVERS	04/22/22	04/25/22
Architectural	A-10.00A	TYPICAL STOREFRONT, WINDOW TYPES & LOUVERS	04/22/22	04/25/22

Architectural	A-10.00B	TYPICAL STOREFRONT, WINDOW TYPES & LOUVERS - DETAILS	03/25/22	03/28/22
Architectural	A-10.01	TYPICAL DOOR DETAILS	03/25/22	03/28/22
Architectural	A-10.02	STAIRS & ELEVATORS DETAILS	03/25/22	03/28/22
Architectural	A-10.03	EXPANSION JOINT DETAILS	03/25/22	03/28/22
Architectural	A-10.04	EXTERIOR DECORATIVE DETAILS	03/25/22	03/28/22
Architectural	A-10.05	EXTERIOR DECORATIVE DETAILS	03/25/22	03/28/22
Architectural	A-10.06	EXTERIOR DECORATIVE DETAILS	03/25/22	03/28/22
Architectural	A-11.00	MISCELLANEOUS DETAILS	03/25/22	03/28/22
Architectural	A-11.01	UL RATED PENETRATION DETAILS	03/25/22	03/28/22
Architectural	A-11.02	UL RATED WALLS	03/25/22	03/28/22
Civil	C-100	COVER SHEET	03/28/22	03/28/22
Civil	C-101	GENERAL NOTES	03/28/22	03/28/22
Civil	C-200	DEMOLITION NOTES	03/28/22	03/28/22
Civil	C-201	DEMOLITION PLAN	03/28/22	03/28/22
Civil	C-300	EROSION CONTROL NOTES	03/28/22	03/28/22
Civil	C-301	EROSION CONTROL PLAN	03/28/22	03/28/22
Civil	C-302	EROSION CONTROL DETAILS	03/28/22	03/28/22
Civil	C-400	SITE PLAN	03/28/22	03/28/22
Civil	C-401	SITE PLAN DETAILS	03/28/22	03/28/22
Civil	C-500	PAVING GRADING AND DRAINAGE PLAN	03/28/22	03/28/22
Civil	C-501	PAVING GRADING AND DRAINAGE DETAILS	03/28/22	03/28/22
Civil	C-502	PAVING GRADING AND DRAINAGE DETAILS II	03/28/22	03/28/22
Civil	C-503	DRAINAGE WELL DETAILS	03/28/22	03/28/22
Civil	C-504	DRAINAGE STRUCTURE TABLES	03/28/22	03/28/22
Civil	C-600	WATER AND SEWER NOTES	03/28/22	03/28/22
Civil	C-601	WATER PHASING PLAN	03/28/22	03/28/22
Civil	C-602	WATER PLAN	03/28/22	03/28/22
Civil	C-603	WATER PROFILES	03/28/22	03/28/22

Civil	C-604	WATER DETAILS	03/28/22	03/28/22
Civil	C-605	SEWER PLAN	03/28/22	03/28/22
Civil	C-606	SEWER PROFILES	03/28/22	03/28/22
Civil	C-700	OFFSITE IMPROVEMENTS	03/28/22	03/28/22
Civil	C-701	OFFSITE TYPICAL SECTIONS	03/28/22	03/28/22
Electrical	E-1.00	ELECTRICAL GENERAL NOTES	04/25/22	04/25/22
Electrical	E-1.01	ELECTRICAL SITE PLAN	04/25/22	04/25/22
Electrical	E-1.01A	PHOTOMETRIC SITE PLAN	04/25/22	04/25/22
Electrical	E-2.00	OVERALL GROUND FLOOR ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.00A	PARTIAL GROUND FLOOR ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.00B	PARTIAL GROUND FLOOR ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.00C	PARTIAL GROUND FLOOR ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.01	OVERALL INTERMEDIATE LEVEL ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.01B	PARTIAL INTERMEDIATE LEVEL ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.02	OVERALL LEVEL 2 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.02A	PARTIAL LEVEL 2 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.02B	PARTIAL LEVEL 2 ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.02C	PARTIAL LEVEL 2 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.03	OVERALL LEVEL 3 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.03A	PARTIAL LEVEL 3 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.03B	PARTIAL LEVEL 3 ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.03C	PARTIAL LEVEL 3 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.04	OVERALL LEVEL 4 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.04A	PARTIAL LEVEL 4 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.04B	PARTIAL LEVEL 4 ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.04C	PARTIAL LEVEL 4 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.05	OVERALL LEVEL 5 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.05A	PARTIAL LEVEL 5 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.05B	PARTIAL LEVEL 5 ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.05C	PARTIAL LEVEL 5 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.06	OVERALL LEVEL 6 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.06A	PARTIAL LEVEL 6 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.06B	PARTIAL LEVEL 6 ELECTRICAL PLAN - B	04/25/22	04/25/22
Electrical	E-2.06C	PARTIAL LEVEL 6 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.07	OVERALL LEVEL 7 ELECTRICAL PLAN	04/25/22	04/25/22
Electrical	E-2.07A	PARTIAL LEVEL 7 ELECTRICAL PLAN - A	04/25/22	04/25/22
Electrical	E-2.07B	PARTIAL LEVEL 7 ELECTRICAL PLAN - B	04/25/22	04/25/22

Electrical	E-2.07C	PARTIAL LEVEL 7 ELECTRICAL PLAN - C	04/25/22	04/25/22
Electrical	E-2.08	OVERALL ELECTRICAL ROOF PLAN	04/25/22	04/25/22
Electrical	E-2.08A	PARTIAL ELECTRICAL ROOF PLAN - A	04/25/22	04/25/22
Electrical	E-2.08C	PARTIAL ELECTRICAL ROOF PLAN - C	04/25/22	04/25/22
Electrical	E-3.00	OVERALL GROUND FLOOR LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.00A	PARTIAL GROUND FLOOR LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.00B	PARTIAL GROUND FLOOR LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.00C	PARTIAL GROUND FLOOR LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.01	OVERALL INTERMEDIATE LEVEL LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.01A	PARTIAL INTERMEDIATE LEVEL LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.02	OVERALL LEVEL 2 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.02A	PARTIAL LEVEL 2 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.02B	PARTIAL LEVEL 2 LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.02C	PARTIAL LEVEL 2 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.03	OVERALL LEVEL 3 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.03A	PARTIAL LEVEL 3 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.03B	PARTIAL LEVEL 3 LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.03C	PARTIAL LEVEL 3 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.04	OVERALL LEVEL 4 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.04A	PARTIAL LEVEL 4 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.04B	PARTIAL LEVEL 4 LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.04C	PARTIAL LEVEL 4 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.05	OVERALL LEVEL 5 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.05A	PARTIAL LEVEL 5 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.05B	PARTIAL LEVEL 5 LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.05C	PARTIAL LEVEL 5 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.06	OVERALL LEVEL 6 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.06A	PARTIAL LEVEL 6 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.06B	PARTIAL LEVEL 6 LIGHTING PLAN - B	04/25/22	04/25/22
Electrical	E-3.06C	PARTIAL LEVEL 6 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.07	OVERALL LEVEL 7 LIGHTING PLAN	04/25/22	04/25/22
Electrical	E-3.07A	PARTIAL LEVEL 7 LIGHTING PLAN - A	04/25/22	04/25/22
Electrical	E-3.07C	PARTIAL LEVEL 7 LIGHTING PLAN - C	04/25/22	04/25/22
Electrical	E-3.08	GROUND FLOOR NORMAL PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.09	GROUND FLOOR POE PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.10	LEVEL 2 TO 5 NORMAL PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.11	LEVEL 2 TO 5 POE PHOTOMETRIC PLAN	04/25/22	04/25/22

Electrical	E-3.12	LEVEL 6 NORMAL PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.13	LEVEL 6 POE PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.14	LEVEL 7 NORMAL PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E-3.15	LEVEL 7 POE PHOTOMETRIC PLAN	04/25/22	04/25/22
Electrical	E4.00	ELECTRICAL TYPICAL UNITS	04/25/22	04/25/22
Electrical	E4.01	ELECTRICAL TYPICAL UNITS A1, A2, A2A, A3, A4	04/25/22	04/25/22
Electrical	E4.02	ELECTRICAL TYPICAL UNITS A5, A6, A7, A7A	04/25/22	04/25/22
Electrical	E4.03	ELECTRICAL TYPICAL UNITS B1, B2, B3, B4	04/25/22	04/25/22
Electrical	E4.04	ELECTRICAL TYPICAL UNITS B5, B6, B6A, B7	04/25/22	04/25/22
Electrical	E4.05	ELECTRICAL TYPICAL UNITS C1, C2, C3	04/25/22	04/25/22
Electrical	E-4.06	ELECTRICAL TYPICAL UNITS LW1, LW2, LW3	04/25/22	04/25/22
Electrical	E-4.07	ELECTRICAL TYPICAL UNITS LW4, LW5, LW6	04/25/22	04/25/22
Electrical	E-4.08	ELECTRICAL TYPICAL UNITS LW7, LW8, LW9	04/25/22	04/25/22
Electrical	E-4.09	ELECTRICAL TYPICAL UNITS LW10, LW11	04/25/22	04/25/22
Electrical	E-4.10	ELECTRICAL TYPICAL UNITS LW12, LW13	04/25/22	04/25/22
Electrical	E-5.00	ENLARGED ROOM - FPL VAULT ROOM	04/25/22	04/25/22
Electrical	E-5.01	ENLARGED ROOM - SWITCHGEAR ROOM	04/25/22	04/25/22
Electrical	E-5.02	ENLARGED ROOM - ELECTRICAL ROOMS WEST	04/25/22	04/25/22
Electrical	E-5.03	ENLARGED ROOM - ELECTRICAL ROOMS EAST	04/25/22	04/25/22
Electrical	E-5.04	ENLARGED ROOM - GENERATOR ROOM	04/25/22	04/25/22
Electrical	E-5.05	ENLARGED ROOM - PUMP ROOMS & UNDERGROUND CONDUITS ROUTING	04/25/22	04/25/22
Electrical	E-5.06	ENLARGED ROOM - POOL EQUIPMENT ROOM	04/25/22	04/25/22
Electrical	E-5.07	ENLARGED ROOM - ELEVATOR PITS	04/25/22	04/25/22
Electrical	E-5.08	ENLARGED ROOM - TRASH ROOM A & C	04/25/22	04/25/22
Electrical	E6.00	PANEL SCHEDULES A1, A1A, A2, A2A, A3, A4	04/25/22	04/25/22
Electrical	E6.01	PANEL SCHEDULES A5, A6, A7, A7A	04/25/22	04/25/22
Electrical	E6.02	PANEL SCHEDULES B1, B2, B3, B4, B4A	04/25/22	04/25/22
Electrical	E6.03	PANEL SCHEDULES B5, B6, B6A, B7	04/25/22	04/25/22
Electrical	E6.04	PANEL SCHEDULES C1, C2, C3	04/25/22	04/25/22
Electrical	E-6.05	PANEL SCHEDULES LW1, LW2, LW3, LW4, LW5, LW6	04/25/22	04/25/22
Electrical	E-6.06	PANEL SCHEDULES LW7, LW8, LW9, LW10, LW11	04/25/22	04/25/22
Electrical	E6.07	PANEL SCHEDULES LW12, LW13	04/25/22	04/25/22
Electrical	E-6.08	UNIT LOAD CALCULATIONS	04/25/22	04/25/22
Electrical	E-6.09	PANEL SCHEDULES METER CENTERS	04/25/22	04/25/22
Electrical	E-6.10	PANEL SCHEDULES METER CENTERS	04/25/22	04/25/22
Electrical	E-6.11	PANEL SCHEDULES METER CENTERS	04/25/22	04/25/22
Electrical	E-6.12	PANEL SCHEDULES METER CENTERS	04/25/22	04/25/22
Electrical	E-6.13	PANEL SCHEDULES MDPH, H1, H2, H3, NE1, NE2	04/25/22	04/25/22
Electrical	E-6.14	PANEL SCHEDULES SE1, SE2, NW1, NW2	04/25/22	04/25/22
Electrical	E-6.15	PANEL SCHEDULES SW1, SW2, H4	04/25/22	04/25/22
Electrical	E-6.16	PANEL SCHEDULES MDPE, LS, LNE1, LNE2, LSE1, LSE2	04/25/22	04/25/22
Electrical	E-6.17	PANEL SCHEDULES LNW1, LNW2, LSW1, LSW2	04/25/22	04/25/22
Electrical	E-6.18	PANEL SCHEDULES OS, OSE1, OSE2, ONW1, OSW1, OSW2	04/25/22	04/25/22

Electrical	E-7.00	ELECTRICAL RISER DIAGRAM	04/25/22	04/25/22
Electrical	E-7.01	TELECOMMUNICATION RISER DIAGRAM	04/25/22	04/25/22
Electrical	E-7.02	ELECTRICAL CALCULATIONS	04/25/22	04/25/22
Electrical	E-7.03	ELECTRICAL CALCULATIONS	04/25/22	04/25/22
Electrical	E-8.00	ELECTRICAL DETAILS	04/25/22	04/25/22
Electrical	E-8.01	LIGHTING FIXTURE SCHEDULES	04/25/22	04/25/22
FIRE ALARM	FA-1.00	FIRE ALARM NOTES	04/25/22	04/25/22
FIRE ALARM	FA-1.01	FIRE ALARM RISER DIAGRAM	04/25/22	04/25/22
FIRE ALARM	FA-1.02	FIRE ALARM RISER DIAGRAM	04/25/22	04/25/22
FIRE ALARM	FA-1.03	FIRE ALARM RISER DIAGRAM	04/25/22	04/25/22

FIRE ALARM	FA-1.04	FIRE ALARM RISER DIAGRAM	04/25/22	04/25/22
FIRE ALARM	FA-1.05	FIRE ALARM CALCULATIONS	04/25/22	04/25/22
FIRE ALARM	FA-2.00	GROUND FLOOR FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.00A	PARTIAL GROUND FLOOR FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.00B	PARTIAL GROUND FLOOR FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.00C	PARTIAL GROUND FLOOR FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.01	INTERMEDIATE LEVEL PARKING FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.01B	PARTIAL INTERMEDIATE LEVEL PARKING FIRE ALARM P	04/25/22	04/25/22
FIRE ALARM	FA-2.02	OVERALL LEVEL 2 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.02A	PARTIAL LEVEL 2 FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.02B	PARTIAL LEVEL 2 FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.02C	PARTIAL LEVEL 2 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.03	OVERALL LEVEL 3 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.03A	PARTIAL LEVEL 3 FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.03B	PARTIAL LEVEL 3 FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.03C	PARTIAL LEVEL 3 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.04	OVERALL LEVEL 4 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.04A	PARTIAL LEVEL 4 FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.04B	PARTIAL LEVEL 4 FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.04C	PARTIAL LEVEL 4 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.05	OVERALL LEVEL 5 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.05A	PARTIAL LEVEL 5 FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.05B	PARTIAL LEVEL 5 FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.05C	PARTIAL LEVEL 5 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.06	OVERALL LEVEL 6 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.06A	PARTIAL LEVEL 6 FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.06B	PARTIAL LEVEL 6 FIRE ALARM PLAN- B	04/25/22	04/25/22
FIRE ALARM	FA-2.06C	PARTIAL LEVEL 6 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.07	OVERALL LEVEL 7 FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.07A	PARTIAL LEVEL 7 FIRE ALARM PLAN -A	04/25/22	04/25/22
FIRE ALARM	FA-2.07B	PARTIAL LEVEL 7 FIRE ALARM PLAN -B	04/25/22	04/25/22
FIRE ALARM	FA-2.07C	PARTIAL LEVEL 7 FIRE ALARM PLAN- C	04/25/22	04/25/22
FIRE ALARM	FA-2.08	OVERALL LOW ROOF FIRE ALARM PLAN	04/25/22	04/25/22
FIRE ALARM	FA-2.08A	PARTIAL LOW ROOF FIRE ALARM PLAN- A	04/25/22	04/25/22
FIRE ALARM	FA-2.08C	PARTIAL LOW ROOF FIRE ALARM PLAN-C	04/25/22	04/25/22
Fire Protection	FP-1.00	FIRE PROTECTION NOTES	04/25/22	04/25/22
Fire Protection	FP-1.01	FIRE PROTECTION DETAILS	04/25/22	04/25/22
Fire Protection	FP-1.02	FIRE PROTECTION DETAILS	04/25/22	04/25/22
Fire Protection	FP-2.00	GROUND FLOOR FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.00A	PARTIAL GROUND FLOOR FIRE PROTECTION PLAN -A	04/25/22	04/25/22

Fire Protection	FP-2.00B	PARTIAL GROUND FLOOR FIRE PROTECTION PLAN -B	04/25/22	04/25/22
Fire Protection	FP-2.00C	PARTIAL GROUND FLOOR FIRE PROTECTION PLAN -C	04/25/22	04/25/22
Fire Protection	FP-2.01	INTERMEDIATE LEVEL PARKING FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.01B	PARTIAL INTERMEDIATE LEVEL PARKING FIRE PROTECTION PLAN- B	04/25/22	04/25/22
Fire Protection	FP-2.02	OVERALL LEVEL 2 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.02A	PARTIAL LEVEL2 FIRE PROTECTION PLAN -A	04/25/22	04/25/22
Fire Protection	FP-2.02B	PARTIAL LEVEL 2 FIRE PROTECTION PLAN -B	04/25/22	04/25/22
Fire Protection	FP-2.02C	PARTIAL LEVEL 2 FIRE PROTECTION PLAN -C	04/25/22	04/25/22
Fire Protection	FP-2.03	OVERALL LEVEL 3 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.03A	PARTIAL LEVEL 3 FIRE PROTECTION PLAN -A	04/25/22	04/25/22
Fire Protection	FP-2.03B	PARTIAL LEVEL 3 FIRE -B	04/25/22	04/25/22
Fire Protection	FP-2.03C	PARTIAL LEVEL C FIRE PROTECTION PLAN -C	04/25/22	04/25/22
Fire Protection	FP-2.04	OVERALL LEVEL 4 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.04A	PARTIAL LEVEL 4 FIRE PROTECTION PLAN -A	04/25/22	04/25/22
Fire Protection	FP-2.04B	PARTIAL LEVEL 4 FIRE PROTECTION PLAN -B	04/25/22	04/25/22
Fire Protection	FP-2.04C	PARTIAL LEVEL 4 FIRE PROTECTION PLAN -C	04/25/22	04/25/22

Fire Protection	FP-2.05	OVERALL LEVEL 5 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.05A	PARTIAL LEVEL 5 FIRE PROTECTION PLAN- A	04/25/22	04/25/22
Fire Protection	FP-2.05B	PARTIAL LEVEL 5 FIRE PROTECTION PLAN- B	04/25/22	04/25/22
Fire Protection	FP-2.05C	PARTIAL LEVEL 5 FIRE PROTECTION PLAN- C	04/25/22	04/25/22
Fire Protection	FP-2.06	OVERALL LEVEL 6 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.06A	PARTIAL LEVEL 6 FIRE PROTECTION PLAN- A	04/25/22	04/25/22
Fire Protection	FP-2.06B	PARTIAL LEVEL 6 FIRE PROTECTION PLAN- B	04/25/22	04/25/22
Fire Protection	FP-2.06C	PARTIAL LEVEL 6 FIRE PROTECTION PLAN- C	04/25/22	04/25/22
Fire Protection	FP-2.07	OVERALL LEVEL 7 FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.07A	PARTIAL LEVEL 7 FIRE PROTECTION PLAN -A	04/25/22	04/25/22
Fire Protection	FP-2.07B	PARTIAL LEVEL 7 FIRE PROTECTION PLAN -B	04/25/22	04/25/22
Fire Protection	FP-2.07C	PARTIAL LEVEL 7 FIRE PROTECTION PLAN -C	04/25/22	04/25/22
Fire Protection	FP-2.08	OVERALL LOW ROOF FIRE PROTECTION PLAN	04/25/22	04/25/22
Fire Protection	FP-2.08A	PARTIAL LOW ROOF FIRE PROTECTION PLAN- A	04/25/22	04/25/22
Fire Protection	FP-2.08C	PARTIAL LOW ROOF FIRE PROTECTION PLAN-C	04/25/22	04/25/22
Fire Protection	FP-3.00	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.01	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP-3.02	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP-3.03	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP-3.04	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.05	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.06	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.07	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.08	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Fire Protection	FP3.09	FIRE PROTECTION TYPICAL UNITS	03/25/22	03/28/22
Interior	ID0.0	COVER SHEET	03/25/22	03/28/22
Interior	ID0.1	AMENITY FINISH SCHEDULE	03/25/22	03/28/22
Interior	ID0.2	AMENITY LIGHTING SCHEDULE	03/25/22	03/28/22
Interior	ID0.3	AMENITY EQUIPMENT SCHEDULE	03/25/22	03/28/22
Interior	ID0.4	AMENITY PLUMBING SCHEDULE	03/25/22	03/28/22
Interior	ID0.5	AMENITY TOILET ACCESSORY SCHEDULE	03/25/22	03/28/22
Interior	ID0.6	AMENITY UNIT FINISH SCHEDULE	03/25/22	03/28/22

Interior	ID1.0	OVERALL 1ST FLOOR PLAN	03/25/22	03/28/22
Interior	ID1.1	OVERALL 7TH FLOOR PLAN	03/25/22	03/28/22
Interior	ID1.2	ENLARGE 1ST FLOOR AMENITY AREA	03/25/22	03/28/22
Interior	ID1.3	ENLARGED 1ST FLOOR PLANS	03/25/22	03/28/22
Interior	ID1.4	ENLARGED 7TH FLOOR AMENITY W/SURROUNDING	03/25/22	03/28/22
Interior	ID2.1	1ST FLOOR AMENITIES RCP	03/25/22	03/28/22
Interior	ID2.2	ENLARGED 1ST FLOOR RCP	03/25/22	03/28/22
Interior	ID2.3	7ST FLOOR AMENITIES RCP	03/25/22	03/28/22
Interior	ID3.1	1ST FLOOR AMENITIES FINISH PLAN	03/25/22	03/28/22
Interior	ID3.2	ENLARGED 1ST FLOOR FINISH	03/25/22	03/28/22
Interior	ID3.3	7th FLOOR AMENITY FINISH PLAN	03/25/22	03/28/22
Interior	ID4.1	1ST FLOOR AMENITIES POWER & EQUIPMENT	03/25/22	03/28/22
Interior	ID4.2	ENLARGED 1ST FLOOR POWER & EQUIPMENT	03/25/22	03/28/22
Interior	ID4.3	7TH FLOOR AMENITIES POWER & EQUIPMENT	03/25/22	03/28/22
Interior	ID4.4	LEVEL 7 AMENITY POWER PLAN	01/01/11	01/17/22
Interior	ID5.1	1ST FLOOR AMENITIES FURNITURE	03/25/22	03/28/22
Interior	ID5.2	7TH FLOOR AMENITIES FURNITURE	03/25/22	03/28/22
Interior	ID6.0	1ST FLOOR INTERIOR ELEVATIONS	03/25/22	03/28/22
Interior	ID6.2	1ST FLOOR INTERIOR ELEVATIONS	03/24/22	03/28/22
Interior	ID6.3	1ST FLOOR INTERIOR ELEVATIONS	03/24/22	03/28/22
Interior	ID6.4	7TH FLOOR INTERIOR ELEVATIONS	03/24/22	03/28/22
Interior	ID6.5	7TH FLOOR INTERIOR ELEVATIONS	03/24/22	03/28/22
Interior	KA5T	1ST FLOOR INTERIOR ELEVATIONS	03/25/22	03/28/22
Landscape	HS-1	GROUND FLOOR HARDSCAPE PLAN	03/25/22	03/28/22
Landscape	HS-2	HARDSCAPE PLAN	04/22/22	04/25/22
Landscape	HS-3	HARDSCAPE DETAILS	03/25/22	03/28/22
Landscape	HS-4	HARDSCAPE PLAN	03/25/22	03/28/22
Landscape	HS-5	HARDSCAPE DETAILS	03/25/22	03/28/22
Landscape	HS-6	HARDSCAPE DETAILS	03/25/22	03/28/22
Landscape	HS-7	HARDSCAPE DETAILS	03/25/22	03/28/22
Landscape	HS-8	HARDSCAPE DETAILS	03/25/22	03/28/22
Landscape	IR-1	IRRIGATION PLAN	03/25/22	03/28/22
Landscape	IR-2	IRRIGATION PLAN- LEVEL 7 POOL DECK	03/25/22	03/28/22
Landscape	IR-3	IRRIGATION DETAILS	03/25/22	03/28/22
Landscape	L-1	LANDSCAPE PLAN	03/25/22	03/28/22
Landscape	L-2	LANDSCAPE PLAN	03/25/22	03/28/22
Landscape	L-3	LANDSCAPE DETAILS	03/25/22	03/28/22
Landscape	L-5	PARK LANDSCAPE PLAN	03/25/22	03/28/22
Landscape	LL-1	GROUND FLOOR HARDSCAPE PLAN	03/25/22	03/28/22
Landscape	LL-2	POOL DECK LIGHTING PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.00	LIFE SAFETY - GROUND FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.01	LIFE SAFETY - 2ND FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.02	LIFE SAFETY - 3RD FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.03	LIFE SAFETY - 4TH FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.04	LIFE SAFETY - 5TH FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.05	LIFE SAFETY - 6TH FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.06	LIFE SAFETY - 7TH FLOOR PLAN	03/25/22	03/28/22
LIFE SAFETY	LS-1.07	LIFE SAFETY - ROOF PLAN	03/25/22	03/28/22
LOW VOLTAGE	LV-000	COVER SHEET & LEGENDS	04/25/22	04/25/22
LOW VOLTAGE	LV-001	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-002	SPECIFICATIONS	04/25/22	04/25/22

LOW VOLTAGE	LV-003	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-004	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-005	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-006	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-007	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-008	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-009	SPECIFICATIONS	04/25/22	04/25/22
LOW VOLTAGE	LV-201.A	LEVEL 1A - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-201.B	LEVEL 1B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-201.C	LEVEL 1C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-202.A	LEVEL 2A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-202.B	LEVEL 2B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-202.C	LEVEL 2C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-203.A	LEVEL 3A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-203.B	LEVEL 3B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-203.C	LEVEL 3C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-204.A	LEVEL 4A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-204.B	LEVEL 4B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-204.C	LEVEL 4C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-205.A	LEVEL 5A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-205.B	LEVEL 5B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-205.C	LEVEL 5C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-206.A	LEVEL 6A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-206.B	LEVEL 6B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-206.C	LEVEL 6C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-207.A	LEVEL 7A -FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-207.B	LEVEL 7B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-207.C	LEVEL 7C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-211	AV -LEVEL 1A - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-212	AV -LEVEL 1C - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-213	AV -LEVEL 1A - RCP	04/25/22	04/25/22
LOW VOLTAGE	LV-214	AV -LEVEL 7A - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-215	AV -LEVEL 7B - FLOOR PLAN	04/25/22	04/25/22
LOW VOLTAGE	LV-216	AV -LEVEL 7A - RCP	04/25/22	04/25/22
LOW VOLTAGE	LV-217	AV -LEVEL 7B - RCP	04/25/22	04/25/22
LOW VOLTAGE	LV-301	LARGE SCALES	04/25/22	04/25/22
LOW VOLTAGE	LV-401	ONE-LINE DIAGRAM - CONDUIT	04/25/22	04/25/22
LOW VOLTAGE	LV-402	ONE-LINE DIAGRAM - DATA/VOIP	04/25/22	04/25/22
LOW VOLTAGE	LV-403	ONE-LINE DIAGRAM - CATV	04/25/22	04/25/22
LOW VOLTAGE	LV-404	ONE-LINE DIAGRAM - VIDEO SURVEILLANCE	04/25/22	04/25/22
LOW VOLTAGE	LV-405	ONE-LINE DIAGRAM - ELECTRONIC SECURITY	04/25/22	04/25/22
LOW VOLTAGE	LV-406	ONE-LINE DIAGRAM - AUDIO VISUAL SYSTEM #1	04/25/22	04/25/22
LOW VOLTAGE	LV-407	ONE-LINE DIAGRAM - AUDIO VISUAL SYSTEM #2	04/25/22	04/25/22
LOW VOLTAGE	LV-408	ONE-LINE DIAGRAM - EQUIPMENT LIST & DISPLAY	04/25/22	04/25/22
LOW VOLTAGE	LV-501	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-502	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-503	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-504	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-505	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-506	DETAILS	04/25/22	04/25/22
LOW VOLTAGE	LV-507	DETAILS	04/25/22	04/25/22



LOW VOLTAGE	LV-508	DETAILS	04/25/22	04/25/22
Mechanical	M-1.00	MECHANICAL LEGEND	04/25/22	04/25/22
Mechanical	M1.00	MECHANICAL LEGEND	03/25/22	03/28/22
Mechanical	M-1.01	MECHANICAL NOTES	04/25/22	04/25/22
Mechanical	M1.01	MECHANICAL NOTES	03/25/22	03/28/22
Mechanical	M-2.00	OVERALL GROUND FLOOR MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.00	OVERALL GROUND FLOOR MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.00A	PARTIAL GROUND FLOOR -A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.00A	PARTIAL GROUND FLOOR - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.00B	PARTIAL GROUND FLOOR -B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.00B	PARTIAL GROUND FLOOR - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.00C	PARTIAL GROUND FLOOR -C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.00C	PARTIAL GROUND FLOOR - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.01	OVERALL INTERMEDIATE PARKING- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.01	OVERALL INTERMEDIATE PARKING - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.01B	PARTIAL INTERMEDIATE PARKING- B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.01B	PARTIAL INTERMEDIATE PARKING - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.02	OVERALL LEVEL 2 MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.02	OVERALL LEVEL 2 MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.02A	PARTIAL LEVEL2 - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.02A	PARTIAL LEVEL2 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.02B	PARTIAL LEVEL2 - B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.02B	PARTIAL LEVEL2 - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.02C	PARTIAL LEVEL2 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.02C	PARTIAL LEVEL2 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.03	OVERALL LEVEL 3 - MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.03	OVERALL LEVEL 3 - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.03A	PARTIAL LEVEL 3 - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.03A	PARTIAL LEVEL 3 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.03B	PARTIAL LEVEL 3 - B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.03B	PARTIAL LEVEL 3 - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.03C	PARTIAL LEVEL 3 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.03C	PARTIAL LEVEL 3 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.04	OVERALL LEVEL 4 MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.04	OVERALL LEVEL 4 MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.04A	PARTIAL LEVEL 4 - A- MECHANICAL PLAN	04/25/22	04/25/22

Mechanical	M2.04A	PARTIAL LEVEL 4 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.04B	PARTIAL LEVEL A - B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.04B	PARTIAL LEVEL A - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.04C	PARTIAL LEVEL 4 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.04C	PARTIAL LEVEL 4 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.05	OVERALL LEVEL 5 MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.05	OVERALL LEVEL 5 MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.05A	PARTIAL LEVEL 5 - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.05A	PARTIAL LEVEL 5 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.05B	PARTIAL LEVEL 5 - B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.05B	PARTIAL LEVEL 5 - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.05C	PARTIAL LEVEL 5 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.05C	PARTIAL LEVEL 5 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.06	OVERALL LEVEL 6 MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.06	OVERALL LEVEL 6 MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.06A	PARTIAL LEVEL 6 - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.06A	PARTIAL LEVEL 6 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.06B	PARTIAL LEVEL 6 - B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.06B	PARTIAL LEVEL 6 - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.06C	PARTIAL LEVEL 6 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.06C	PARTIAL LEVEL 6 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.07	OVERALL LEVEL 7 MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.07	OVERALL LEVEL 7 MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.07A	PARTIAL LEVEL 7 - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.07A	PARTIAL LEVEL 7 - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.07B	PARTIAL LEVEL 7 -B- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.07B	PARTIAL LEVEL 7 - B - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.07C	PARTIAL LEVEL 7 - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.07C	PARTIAL LEVEL 7 - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.08	OVERALL ROOF MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.08	OVERALL ROOF MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.08A	PARTIAL ROOF - A- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.08A	PARTIAL ROOF - A - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-2.08C	PARTIAL ROOF - C- MECHANICAL PLAN	04/25/22	04/25/22
Mechanical	M2.08C	PARTIAL ROOF - C - MECHANICAL PLAN	03/25/22	03/28/22
Mechanical	M-3.00	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M-3.01	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22

Mechanical	M-3.02	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M-3.03	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M-3.04	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M-3.05	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M-3.06	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M3.06	MECHANICAL TYPICAL UNITS	03/25/22	03/28/22
Mechanical	M-3.07	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M3.07	MECHANICAL TYPICAL UNITS	03/25/22	03/28/22
Mechanical	M-3.08	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M3.08	MECHANICAL TYPICAL UNITS	03/25/22	03/28/22
Mechanical	M-3.09	MECHANICAL TYPICAL UNITS	04/25/22	04/25/22
Mechanical	M3.09	MECHANICAL TYPICAL UNITS	03/25/22	03/28/22
Mechanical	M-4.00	MECHANICAL RISERS	04/25/22	04/25/22
Mechanical	M4.00	MECHANICAL RISERS	03/25/22	03/28/22
Mechanical	M-4.01	MECHANICAL DETAILS	04/25/22	04/25/22
Mechanical	M4.01	MECHANICAL DETAILS	03/25/22	03/28/22
Mechanical	M-4.02	MECHANICAL DETAILS	04/25/22	04/25/22
Mechanical	M4.02	MECHANICAL DETAILS	03/25/22	03/28/22
Mechanical	M-4.03	MECHANICAL DETAILS	04/25/22	04/25/22
Mechanical	M-5.00	MECHANICAL SCHEDULES	04/25/22	04/25/22
Mechanical	M5.00	MECHANICAL SCHEDULES	03/25/22	03/28/22

Plumbing	P-1.00	PLUMBING GENERAL NOTES	04/25/22	04/25/22
Plumbing	P1.00	PLUMBING GENERAL NOTES	03/25/22	03/28/22
Plumbing	P-1.01	PLUMBING SITE PLAN	04/25/22	04/25/22
Plumbing	P1.01	PLUMBING SITE PLAN	03/25/22	03/28/22
Plumbing	P-2.00	OVERALL GROUND FLOOR SANITARY PLAN	04/25/22	04/25/22
Plumbing	P2.00	OVERALL GROUND FLOOR SANITARY PLAN	03/25/22	03/28/22
Plumbing	P-2.00A	PARTIAL GROUND FLOOR PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.00A	PARTIAL GROUND FLOOR PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.00B	PARTIAL GROUND FLOOR PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.00B	PARTIAL GROUND FLOOR PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.00C	PARTIAL GROUND FLOOR PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.00C	PARTIAL GROUND FLOOR PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.01	OVERALL INTERMEDIATE PARKING- PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.01	OVERALL INTERMEDIATE PARKING - PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.01B	PARTIAL INTERMEDIATE PARKING- PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.01B	PARTIAL INTERMEDIATE PARKING - PLUMBING PLAN -	03/25/22	03/28/22
Plumbing	P-2.02	OVERALL LEVEL 2 PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.02	OVERALL LEVEL 2 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.02A	PARTIAL LEVEL 2 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.02A	PARTIAL LEVEL 2 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.02B	PARTIAL LEVEL 2 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.02B	PARTIAL LEVEL 2 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.02C	PARTIAL LEVEL 2 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.02C	PARTIAL LEVEL 2 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.03	OVERALL LEVEL 3 PLUMBING PLAN	04/25/22	04/25/22

Plumbing	P2.03	OVERALL LEVEL 3 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.03A	PARTIAL LEVEL 3 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.03A	PARTIAL LEVEL 3 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.03B	PARTIAL LEVEL 3 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.03B	PARTIAL LEVEL 3 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.03C	PARTIAL LEVEL 3 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.03C	PARTIAL LEVEL 3 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.04	OVERALL LEVEL 4 PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.04	OVERALL LEVEL 4 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.04A	PARTIAL LEVEL 4 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.04A	PARTIAL LEVEL 4 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.04B	PARTIAL LEVEL 4 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.04B	PARTIAL LEVEL 4 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.04C	PARTIAL LEVEL 4 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.04C	PARTIAL LEVEL 4 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.05	OVERALL LEVEL 5 PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.05	OVERALL LEVEL 5 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.05A	PARTIAL LEVEL 5 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.05A	PARTIAL LEVEL 5 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.05B	PARTIAL LEVEL 5 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.05B	PARTIAL LEVEL 5 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.05C	PARTIAL LEVEL 5 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.05C	PARTIAL LEVEL 5 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.06	OVERALL LEVEL 6 PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.06	OVERALL LEVEL 6 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.06A	PARTIAL LEVEL 6 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.06A	PARTIAL LEVEL 6 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.06B	PARTIAL LEVEL 6 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.06B	PARTIAL LEVEL 6 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.06C	PARTIAL LEVEL 6 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.06C	PARTIAL LEVEL 6 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.07	OVERALL LEVEL 7 PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.07	OVERALL LEVEL 7 PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.07A	PARTIAL LEVEL7 PLUMBING PLAN- A	04/25/22	04/25/22
Plumbing	P2.07A	PARTIAL LEVEL7 PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.07B	PARTIAL LEVEL 7 PLUMBING PLAN- B	04/25/22	04/25/22
Plumbing	P2.07B	PARTIAL LEVEL 7 PLUMBING PLAN - B	03/25/22	03/28/22
Plumbing	P-2.07C	PARTIAL LEVEL 7 PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.07C	PARTIAL LEVEL 7 PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-2.08	OVERALL ROOF LEVEL PLUMBING PLAN	04/25/22	04/25/22
Plumbing	P2.08	OVERALL ROOF LEVEL PLUMBING PLAN	03/25/22	03/28/22
Plumbing	P-2.08A	PARTIAL ROOF PLUMBING PLAN- A	04/25/22	04/25/22

Plumbing	P2.08A	PARTIAL ROOF PLUMBING PLAN - A	03/25/22	03/28/22
Plumbing	P-2.08C	PARTIAL ROOF PLUMBING PLAN- C	04/25/22	04/25/22
Plumbing	P2.08C	PARTIAL ROOF PLUMBING PLAN - C	03/25/22	03/28/22
Plumbing	P-3.00	GROUND FLOOR DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.00	GROUND FLOOR DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.00A	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.00A	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.00B	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.00B	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.00C	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.00C	PARTIAL GROUND FLOOR DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.01	OVERALL INTERMEDIATE PARKING- DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.01	OVERALL INTERMEDIATE PARKING - DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.01B	PARTIAL INTERMEDIATE PARKING- DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.01B	PARTIAL INTERMEDIATE PARKING - DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.02	OVERALL LEVEL 2 DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.02	OVERALL LEVEL 2 DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.02A	PARTIAL LEVEL 2 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.02A	PARTIAL LEVEL 2 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.02B	PARTIAL LEVEL 2 DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.02B	PARTIAL LEVEL 2 DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.02C	PARTIAL LEVEL 2 DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.02C	PARTIAL LEVEL 2 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.03	OVERALL LEVEL 3 DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.03	OVERALL LEVEL 3 DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.03A	PARTIAL LEVEL 3 DOMESTIC WATER PLAN-A	04/25/22	04/25/22
Plumbing	P3.03A	PARTIAL LEVEL 3 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.03B	PARTIAL LEVEL 3 DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.03B	PARTIAL LEVEL 3 DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.03C	PARTIAL LEVEL 3 DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.03C	PARTIAL LEVEL 3 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.04	OVERALL LEVEL 4 DOMESTIC WATER PLAN-	04/25/22	04/25/22
Plumbing	P3.04	OVERALL LEVEL 4 DOMESTIC WATER PLAN -	03/25/22	03/28/22
Plumbing	P-3.04A	PARTIAL LEVEL 4 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.04A	PARTIAL LEVEL 4 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.04B	PARTIAL LEVEL 4 DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.04B	PARTIAL LEVEL 4 DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.04C	PARTIAL LEVEL 4 DOMESTIC WATER PLAN- C	04/25/22	04/25/22

Plumbing	P3.04C	PARTIAL LEVEL 4 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.05	OVERALL LEVEL 5 DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.05	OVERALL LEVEL 5 DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.05A	PARTIAL LEVEL 5 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.05A	PARTIAL LEVEL 5 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.05B	PARTIAL LEVEL 5 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.05B	PARTIAL LEVEL 5 DOMESTIC WATER PLAN - A	03/25/22	03/28/22

Plumbing	P-3.05C	PARTIAL LEVEL 5 DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.05C	PARTIAL LEVEL 5 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P3.06	OVERALL LEVEL 6 DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.06A	PARTIAL LEVEL 6 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.06A	PARTIAL LEVEL 6 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.06B	PARTIAL LEVEL 6 DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.06B	PARTIAL LEVEL 6 DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.06C	PARTIAL LEVEL 6 DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.06C	PARTIAL LEVEL 6 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.07	OVERALL LEVEL 7 DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.07	OVERALL LEVEL 7 DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.07A	PARTIAL LEVEL7 DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.07A	PARTIAL LEVEL7 DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.07B	PARTIAL LEVEL7 DOMESTIC WATER PLAN- B	04/25/22	04/25/22
Plumbing	P3.07B	PARTIAL LEVEL7 DOMESTIC WATER PLAN - B	03/25/22	03/28/22
Plumbing	P-3.07C	PARTIAL LEVEL7 DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.07C	PARTIAL LEVEL7 DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-3.08	OVERALL ROOF DOMESTIC WATER PLAN	04/25/22	04/25/22
Plumbing	P3.08	OVERALL ROOF DOMESTIC WATER PLAN	03/25/22	03/28/22
Plumbing	P-3.08A	PARTIAL LOW ROOF DOMESTIC WATER PLAN- A	04/25/22	04/25/22
Plumbing	P3.08A	PARTIAL LOW ROOF DOMESTIC WATER PLAN - A	03/25/22	03/28/22
Plumbing	P-3.08C	PARTIAL ROOF DOMESTIC WATER PLAN- C	04/25/22	04/25/22
Plumbing	P3.08C	PARTIAL ROOF DOMESTIC WATER PLAN - C	03/25/22	03/28/22
Plumbing	P-4.00	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.01	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.02	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.03	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.04	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.05	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.06	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.07	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.08	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.09	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P-4.10	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.10	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.11	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.11	PLUMBING TYPICAL UNITS	03/25/22	03/28/22

Plumbing	P-4.12	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.12	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.13	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.13	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.14	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.14	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.15	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.15	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.16	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.16	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.17	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.17	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.18	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.18	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.19	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.19	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.20	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.20	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.21	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.21	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-4.22	PLUMBING TYPICAL UNITS	04/25/22	04/25/22
Plumbing	P4.22	PLUMBING TYPICAL UNITS	03/25/22	03/28/22
Plumbing	P-5.00	PLUMBING SANITARY ISOMETRIC (SOUTH-EAST)	04/25/22	04/25/22
Plumbing	P5.00	PLUMBING SANITARY ISOMETRIC (SOUTH - EAST)	03/25/22	03/28/22
Plumbing	P-5.01	PLUMBING SANITARY ISOMETRIC (NORTH-EAST)	04/25/22	04/25/22
Plumbing	P5.01	PLUMBING SANITARY ISOMETRIC (NORTH - EAST)	03/25/22	03/28/22
Plumbing	P-5.02	PLUMBING SANITARY ISOMETRIC (SOUTH-WEST)	04/25/22	04/25/22
Plumbing	P5.02	PLUMBING SANITARY ISOMETRIC (SOUTH - WEST)	03/25/22	03/28/22
Plumbing	P-5.03	PLUMBING SANITARY ISOMETRIC (NORTH-WEST)	04/25/22	04/25/22
Plumbing	P5.03	PLUMBING SANITARY ISOMETRIC (NORTH - WEST)	03/25/22	03/28/22
Plumbing	P-5.04	SANITARY SET	04/25/22	04/25/22
Plumbing	P5.04	DOMESTIC WATER PIPING ISOMETRIC (SOUTH)	03/25/22	03/28/22
Plumbing	P-5.05	DOMESTIC WATER PIPING ISOMETRIC (SOUTH)	04/25/22	04/25/22
Plumbing	P-5.06	DOMESTIC WATER PIPING ISOMETRIC (NORTH)	04/25/22	04/25/22
Plumbing	P5.06	STORM WATER ISOMETRIC (SOUTH - EAST)	03/25/22	03/28/22
Plumbing	P-5.07	STORM WATER ISOMETRIC (SOUTH-EAST)	04/25/22	04/25/22
Plumbing	P5.07	STORM WATER ISOMETRIC (NORTH - EAST)	03/25/22	03/28/22
Plumbing	P-5.08	STORM WATER ISOMETRIC (NORTH-EAST)	04/25/22	04/25/22
Plumbing	P5.08	STORM WATER ISOMETRIC (SOUTH - WEST)	03/25/22	03/28/22
Plumbing	P-5.09	STORM WATER ISOMETRIC (SOUTH-WEST)	04/25/22	04/25/22
Plumbing	P5.09	STORM WATER ISOMETRIC (NORTH - WEST)	03/25/22	03/28/22
Plumbing	P-5.10	STORM WATER ISOMETRIC (NORTH-WEST)	04/25/22	04/25/22
Plumbing	P5.10	STORM WATER ISOMETIC (GARAGE DRAINS)	03/25/22	03/28/22
Plumbing	P-5.11	STORM WATER ISOMETIC (GARAGE DRAINS)	04/25/22	04/25/22
Plumbing	P5.11	PLANTER DRAINS ISOMETRIC	03/25/22	03/28/22
Plumbing	P-5.12	PLANTER DRAINS ISOMETRIC	04/25/22	04/25/22
Plumbing	P-5.13	GAS ISOMETRIC	04/25/22	04/25/22

Plumbing	P-6.00	PLUMBING DETAILS	04/25/22	04/25/22
Plumbing	P6.00	PLUMBING DETAILS	03/25/22	03/28/22
Plumbing	P-6.01	PLUMBING SCHEDULES	04/25/22	04/25/22
Plumbing	P6.01	PLUMBING SCHEDULES	03/25/22	03/28/22
Plumbing	P-6.02	PLUMBING DETAILS	04/25/22	04/25/22
Plumbing	P6.02	PLUMBING DETAILS	03/25/22	03/28/22
Structural	S-1.00	COVER SHEET	03/25/22	03/28/22
Structural	S-1.01	STRUCTURAL NOTES	03/25/22	03/28/22
Structural	S-1.02	STRUCTURAL NOTES	03/25/22	03/28/22
Structural	S-1.11	THRESHHOLD INSPECTION PLAN	03/25/22	03/28/22
Structural	S-1.21	STRUCTURAL PLAN SPECIFICATIONS	03/25/22	03/28/22
Structural	S-1.31	WALL WIND DIAGRAMS	03/25/22	03/28/22
Structural	S-1.32	WALL WIND DIAGRAMS	03/25/22	03/28/22
Structural	S-1.33	ROOF WIND DIAGRAM	03/25/22	03/28/22
Structural	S-2.01.5B	PARTIAL PARKING INTERMEDIATE LEVEL - FLOOR PLAN -EAST	03/25/22	03/28/22
Structural	S-2.01A	PARTIAL GROUND LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.01B	PARTIAL GROUND LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.01C	PARTIAL GROUND LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.02A	PARTIAL 2ND LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.02B	PARTIAL 2ND LEVEL -FLOOR PLANS -B	03/25/22	03/28/22
Structural	S-2.02C	PARTIAL 2ND LEVEL -FLOOR PLANS -C	03/25/22	03/28/22
Structural	S-2.03A	PARTIAL 3RD LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.03B	PARTIAL 3RD LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.03C	PARTIAL 3RD LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.04A	PARTIAL 4TH LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.04B	PARTIAL 4TH LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.04C	PARTIAL 4TH LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.05A	PARTIAL 5TH LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.05B	PARTIAL 5TH LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.05C	PARTIAL 5TH LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.06A	PARTIAL 6TH LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.06B	PARTIAL 6TH LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.06C	PARTIAL 6TH LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.07A	PARTIAL 7TH LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.07B	PARTIAL 7TH LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.07C	PARTIAL 7TH LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.08A	PARTIAL ROOF LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.08B	PARTIAL ROOF LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.08C	PARTIAL ROOF LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-2.09A	HIGH ROOF PARTIAL LEVEL -FLOOR PLAN -A	03/25/22	03/28/22
Structural	S-2.09B	HIGH ROOF PARTIAL LEVEL -FLOOR PLAN -B	03/25/22	03/28/22
Structural	S-2.09C	HIGH ROOF PARTIAL LEVEL -FLOOR PLAN -C	03/25/22	03/28/22
Structural	S-3.01	WALL SECTIONS	03/25/22	03/28/22
Structural	S-3.02	WALL SECTIONS	03/25/22	03/28/22
Structural	S-3.03	WALL SECTIONS	03/25/22	03/28/22
Structural	S-3.04	BUILDING SECTIONS	03/25/22	03/28/22
Structural	S-3.05	BUILDING SECTIONS	03/25/22	03/28/22
Structural	S-3.11	STAIR SECTIONS	03/25/22	03/28/22
Structural	S-3.12	STAIR SECTIONS	03/25/22	03/28/22
Structural	S-3.21	STAIR DETAILS	03/25/22	03/28/22



Structural	S-4.01	TYPICAL FOUNDATION DETAILS AND SCHEDULE	03/25/22	03/28/22
Structural	S-4.02	TYPICAL FOUNDATION DETAILS AND SCHEDULE	01/12/22	01/17/22
Structural	S-4.05	SHEAR WALLS FOUNDATION PLANS	03/25/22	03/28/22
Structural	S-4.11	TYPICAL COLUMN TYP DIAGRAMS	03/25/22	03/28/22
Structural	S-4.12	COLUMN SCHEDULE	03/25/22	03/28/22
Structural	S-4.13	COLUMN SCHEDULE	03/25/22	03/28/22
Structural	S-4.14	COLUMN SCHEDULE	03/25/22	03/28/22
Structural	S-4.15	COLUMN SCHEDULE	03/25/22	03/28/22
Structural	S-4.21	SHEAR WALL PLANS	03/25/22	03/28/22
Structural	S-4.22	SHEAR WALL PLANS	03/25/22	03/28/22
Structural	S-4.23	SHEAR WALL PLANS	03/25/22	03/28/22
Structural	S-4.24	SHEAR WALL PLANS	01/12/22	01/17/22
Structural	S-4.25	SHEARWALL DETAILS	01/12/22	01/17/22
Structural	S-4.26	SHEARWALL DETAILS	01/12/22	01/17/22
Structural	S-4.31	BEAM SCHEDULE DIAGRAMS	03/25/22	03/28/22
Structural	S-5.01	TYPICAL SLAB ON GRADE DETAILS	03/25/22	03/28/22
Structural	S-5.11	TYPICAL MASONRY DETAILS	03/25/22	03/28/22
Structural	S-5.12	TYPICAL MASONRY DETAILS	03/25/22	03/28/22
Structural	S-5.13	TYPICAL MASONRY DETAILS	01/12/22	01/17/22
Structural	S-5.21	TYPICAL POST TENSION DETAILS	03/25/22	03/28/22
Structural	S-5.22	TYPICAL POST TENSION DETAILS	03/25/22	03/28/22
Structural	S-5.31	CONCRETE DETAILS	03/25/22	03/28/22
Structural	S-5.41	POOL DECK DETAILS	03/25/22	03/28/22
Structural	S-6.01	STEEL DETAILS	03/25/22	03/28/22
Structural	S-7.01	HIGH ROOF DETAILS	03/25/22	03/28/22

**“EXHIBIT “F”**

**CLARIFICATIONS**

**GENERAL INFORMATION:**

Estimate Documents:

1. Drawing Log – Contract Exhibit E
2. Reports:
  - i. Geotechnical Exploration Report – United Consulting Group, dated January 22, 2021
  - ii. Phase I Environmental Assessment Report – United Consulting Group, dated December 31, 2020
  - iii. National Flood Hazard Layer FIRMette – FEMA, dated February 1, 2021
3. This proposal includes NGBS Silver Requirements within the subcontractor numbers.

**DIVISION 1 GENERAL CONDITIONS:**

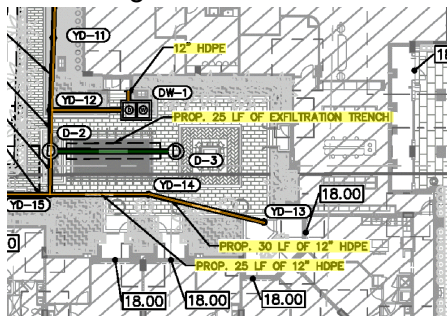
1. All construction staff shall be hired locally eliminating travel, per diem, relocation expenses, and recruiting fees.
2. 8’ tall temporary fencing with windscreens is included around the perimeter of the site. 100 lft of “marketing” printed windscreen is included in the budget. 120 lft of moveable temporary fence panels are included for 6 months to partition the parking deck as needed.
3. A scheduling consultant is included for 23 months with meetings occurring every two weeks.
4. It is assumed that the TCR field staff will be able to use the future park land as a temporary staging area and office trailer location.
5. A temporary chain link fence shall be installed immediately behind the existing curb and gutter for the duration of the project. The existing sidewalks will not be accessible by pedestrians during construction and the “rental” fee for sidewalk closure is included.
6. A double wide office trailer has been included for the entire duration of 26 months.
7. A public works bond of \$25,000 has been included as a 1% bond cost for the potential \$2,000,000 offsite sanitary sewer improvements.
8. Any costs for crane “air rights” are not included. The developer shall secure and pay for any related costs.
9. One jobsite progress camera with pan/tilt/zoom features is included for 26 months.

**DIVISION 2 SITEWORK:**

1. The grading and utility budgets are based on a Classified Excavation approach. All excavated materials shall be considered suitable fill material. Any material that is encountered that is deemed unsuitable and cannot be

utilized as originally intended, shall be removed from the site or preferably placed somewhere on site if possible. The handling of the unsuitable soils and the replacement with imported fill shall be an additional cost per agreed to unit costs with the subcontractor. A \$100,000 budget is included for the potential encountering of unsuitable soils.

2. An asbestos survey was not available at the time of this estimate. A budget of \$65,000 has been included for asbestos abatement and the cost will need to be confirmed after the report is completed.
3. This proposal excludes any type of soil improvement and consider the bearing capacity 5,500 PSF as shown on note SF-2 on sheet S-1.01 and ignores the bearing capacity that was called on the Geo-Tech report (5,000 PSF).
4. This proposal includes a \$531,081 budget for MOT street & sidewalk closure permitting, water barriers, signage, etc. Budget assumes any fees for existing parking space meter removal, bonds and permits will be included within this budget.
5. Dewatering measures other than rain water are not anticipated, and have not been included.
6. This proposal does not anticipate the need for sheet piling, pressure grouting and/or under-pinning.
7. This estimate assumes 1-inch FC 9.5 for milling and resurfacing as no detail was provided.
8. This budget assumes 12-inch exfiltration trench for pipe located on the West Courtyard.



9. This proposal assumes paver item 7 (Driveway paver border) as an alternate for paver item 16 (Pool deck paver) located on the Pool Deck.
10. An unconfirmed budget of \$100,000 has been included for water meters and tap fees. This does not include impact or service fees that will be paid by the Developer.
11. This estimate includes a \$2,000,000 budget for all work, general conditions and requirements, and permitting related to the off-site sanitary sewer improvements that have yet to be fully designed and permitted. This budget will need to be confirmed once the documents have been completed. It is also assumed that this work will be simultaneously performed within the 26 month building construction schedule.
12. This estimate excludes the removal, replacement, burying and/or relocation of any existing overhead (or buried) power / utility lines and their associated poles. Re-powering of adjacent properties is also excluded.
13. This estimate excludes relocation of existing FPL transformers.

14. This estimate does not anticipate costs for refurbishment of the existing storm drainage system outside of the property lines.
15. This estimate assumes the stormwater recharge well depths of 100-feet.
16. This estimate excludes traffic signalization and control equipment as none are currently shown to be modified or added.
17. Tree relocation costs are excluded as the Developer is performing this work.
18. Based on historical practices in Coral Gables, the Silva Cell has been eliminated from this estimate but the structural soils remain.

### **DIVISION 3 CONCRETE:**

- 1) This estimate assumes that the tower crane and buck hoist foundations will be installed at a location and depth to remain in place after construction completion.
- 2) This proposal includes concrete shell package with the following qualifications:
  - i) Post tensioning system design. This design assumes that the design intent indicated is possible and no plan changes are required, such as amount of reinforcing or slab/beam sizes.
  - ii) Includes foundation sizes and rebar as per structural drawings. There is a conflict between note SF-2 on Sheet S-1.01 (bearing capacity at 5,500 PSF) versus the bearing capacity mentioned in the Geo-Tech report on pages 12 & 43 (bearing capacity at 5,000 PSF)
  - iii) Includes a 5-ton rebar supplemental budget for unforeseen conditions
  - iv) Excludes curing of concrete with burlap or fog misting
- 3) This estimate is based on the following retainage reduction schedule related to concrete and masonry scopes of work: subcontractors earned but unpaid retainage shall be subject to retention reduction from 10% to a total of 5% at 50% of subcontract earned value and further reduced to a maximum of 2.5% at roof top out.
- 4) A \$50,000 budget is included to temporarily supplement the existing site lighting as it will potentially be required by the Builder's Risk Insurance Underwriter.

### **DIVISION 4 MASONRY:**

This proposal includes concrete masonry with the following qualifications:

1. Excludes non-moisture controlled modular sized masonry units
2. Includes 8-inch x 8-inch "U" shaped precast lintels
3. Exposed block to receive a float finish
4. Excludes detail #2 on Sheet S5.12
5. 1 ¾" thick Coral Stone Cladding Panels are included at the exterior veneer with architectural precast at balcony brackets, column capitals, crown molding, and out lookers at roof overhang.

### **DIVISION 5 STEEL:**

1. This proposal excludes metal stair nosing.
2. This proposal includes the miscellaneous steel fabrications with the following qualifications:
  - a.(300) surface-applied metal corner guards within the garage

- b.(35) concrete-filled metal bollards
- c.(35) surface-applied metal pipe protectors within the garage
- 3. This proposal includes all aluminum to be powder-coated in the manufacturer's standard colors AAMA 2604 and AAMA 2605.
- 4. One trellis at the Pool Courtyard has been deleted per direction provided by development.

#### **DIVISION 6 WOOD & PLASTICS:**

This proposal includes trim and baseboards the following qualifications:

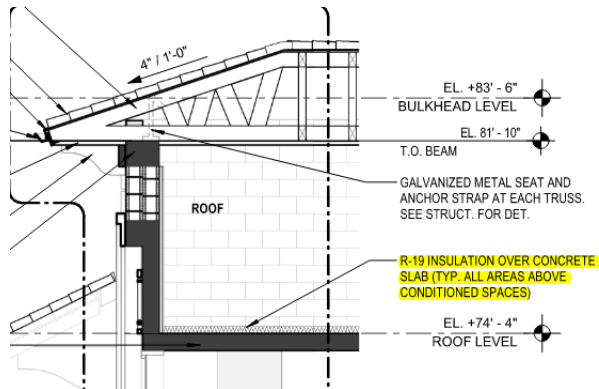
1. Residential units: 6-inch x 1-inch base
2. Common areas: 10-inch x 1-inch base
3. Material: S4S FJ Primed baseboard for units, FJ baseboard S4S flat stock for common area

#### **DIVISION 7 MOISTURE & THERMAL PROTECTION:**

This budget includes waterproofing systems with the following qualifications:

1. Elevator: Cetco Voltex DSCR, 5-year warranty is excluded. Cypex waterproofing is included at this location, only.
2. Cementitious waterproofing may be applied to the interior face of exterior masonry walls in order to maintain construction schedule, which may require dry interior prior to stucco exterior in order to start installing framing and drywall.
3. 7<sup>th</sup> Floor amenity deck: Tremco 6100 hot applied, 20-year warranty
4. Pool Shell: Tremco 6100 hot applied, 20-year warranty
5. Planters: Tremco 6100 Hot applied, Tremdrain S, 20-year warranty
6. Window & door "wraps": Vulkem 350NF/351NF, 10-year warranty
7. Balconies / Terraces type G: Vulkem 350NF/351, 10-year warranty
8. Balconies / Terraces type H: Vulkem EWS system, 20-year warranty
9. Concrete eyebrows: Vulkem 350/351, 10-year warranty
10. Epoxy sealer: pump room and trash rooms included, Sherwin Williams Armorseal 1000 HS Epoxy
11. Sealed Concrete floors are included at locations per common area finish schedule – Sherwin Williams H&CColorTop Solvent-Based concrete sealer.
12. Contrary to Note L from waterproofing legend on Sheet A-2.00 indicating concrete sealer and/or vehicular traffic coating at the entire parking deck, this budget includes this coating above the occupied spaces only. Vulkem 350NF/346/346, 10-year warranty will be provided.
13. Excludes Note G from waterproofing legend indicating Tamoseal and includes Tremco Vulkem 350/351 instead
14. Excludes ground level planter, hot applied waterproofing
15. This proposal includes a Tremco Wilseal firestop 2 hour, 5 year warranty expansion joint between the garage and building.
16. This proposal includes 2-inch, R-13 spray insulation (with ignition barrier) at the open underside of any AC spaces.

17. This proposal includes 2-inch rigid insulation board to be installed on top of the roof deck under the Spanish tile roof and mansards only as shown on the wall section below:



18. This proposal includes roofing system(s) with the following qualifications:

- 1) TPO roofing system:
- 2) Light Weight Insulated Concrete (LWIC) with R-Value 19 minimum
- 3) TPO 60-Mil single-ply with heat-welded lap seams
- 4) TPO scuppers
- 5) 930 lineal feet of walking pads, not shown on plans
- 6) 20-year warranty

19. Excludes Note K below the concrete roof tiles

- 1) Concrete Spanish S tile roofing:
- 2) Layer of #30 felt over peel and stick self-adhere membrane
- 3) Low profile shape, type III flat shingle at interlocking
- 4) Galvanize metal drip and flashings
- 5) 20 NDL warranty

#### **DIVISION 8 DOORS & WINDOWS:**

1. This proposal includes doors, frames, and hardware with the following qualifications:
2. Residential, interior doors: 2-panel Shaker, paint grade, hollow core, 7-foot-high in lieu of the 8'0 solid core door per drawing specifications.
3. Common Area Door Hardware: Cal Royal
4. Hardware (units): Schlage Solstice series (or similar), matte black finish
5. Includes Schlage BE467 electronic deadbolts at unit entries

This proposal includes storefront, windows and unit sliding doors with the following qualifications:

6. Frames: Aluminum with Kynar finish, standard color AAMA 2604 Bronze, 10-year warranty
7. Glass: Gray insulated-laminated impact glass / SB60
8. U-Value (summer): 0.29
9. Solar Heat Gain Coefficient (SHGC): 0.41
10. Electrified door hardware is included for doors S3, S20, S32, S33 and S34.
11. Interior Storefronts included – White ESP by C.R. Laurence Co.

12. Type IS-8 is included as a standard aluminum door.
13. Excludes sliding door and window screens.
14. Excludes automatic entrance doors.
15. Excludes fire-rated glass storefront doors and windows (type S33) as mentioned on Sheet A10.00. S33 is included as Hollow Metal door.

#### **DIVISION 9 FINISHES:**

This proposal includes interior drywall assemblies with the following qualifications:

Framing:

1. 25ga. at 24-inch on center
2. 20ga. at cabinets or wall-hung items
3. 25ga. at framed ceilings / soffits
4. Excludes deflection track at wall tops
5. Includes 20ga, flat metal in-wall flat metal
6. R-5.1 Fi-foil unfaced fiberglass insulation at exterior CMU

This proposal includes stucco system(s) with the following qualifications:

7. 5/8-inch thick, gray stucco as per ASTM C926, light textured finish - throughout. Smooth stucco finish is excluded
8. 3/8-inch-thick skim coat stucco over concrete balcony ceilings & eyebrows
9. PVC accessories and "v" troweled score lines
10. Excludes garage. Stucco is included at stairwells #3 and #4
11. Excludes shower waterproofing
12. Crack suppression is included under floor tile on 1<sup>st</sup> floor only

13. Includes Sound Plus isolation under floor tile located directly above other dwelling units

This proposal includes the common area finishes with the following qualifications:

14. This budget includes Terrazzo flooring at 7<sup>th</sup> floor amenity space. Included as 3/8" thick in lieu of 5/8" thick.
15. Includes parking garage walls and sprinkler piping. Ceilings are to be left exposed

#### **DIVISION 10 SPECIALTIES:**

1. Signage is included with a \$150,000 budget per TCR Development.
2. This proposal excludes fire extinguisher within each apartment.

This budget includes postal service system with the following qualification

3. One (1) mailbox per residential unit and One (1) parcel locker for every five (5) tenant mail compartments.
4. This proposal includes a package delivery locker system by Package Concierge.
5. This proposal includes a 1-foot 9-inch-deep x 4-foot 9-inch-wide locker in the Bike room. Bid documents do not indicate the desired model or dimensions.
6. This proposal includes three (3) rows of 12-inch-deep white wire shelving in laundry rooms only on units: A4, A7, B4, B5, B6, B6A, C1, C1 Alt., C2, C2 Alt., C3, C3 Alt., LW1, LW2, LW4, LW6, LW7, LW9, LW10, LW11, LW12, LW13.
7. This proposal includes a closet system by Modular Closets in bedroom closets only.

#### **DIVISION 11 EQUIPMENT:**

This proposal parking control equipment with the following qualifications:

1. Gates to be aluminum overhead tilt-up type with powder-coated finish
2. Includes loop sensors system for exiting gate
3. Includes RFID reader system for vehicle windshield stickers
4. Includes (500) windshield vehicle stickers
5. Included aluminum fencing at north and south of tilt-up gates to enclose space. Fencing to match gate.

This proposal includes common area appliances with the following qualifications:

6. 7th level Swim Club reach-in ice cream freezer (EQ-24)
7. 7th level Lounge Kegerator and beverage taps (EQ-27 & 28)
8. East Courtyard Kegerator and beverage taps (EQ-27 & 28)
9. 7th level Pool deck electric pizza oven
10. Excludes EQ-07 coffee maker at Café Lounge and assumes that will be provided and installed by Owner

This proposal includes GE residential unit kitchen and laundry appliances with the following qualifications:

11. Washer/Dryer (Stacked) to be GFW510SC / GFV55ESS. Specified models provided on Sheet ID.06 are discontinued
12. Under counter beverage refrigerators are included in 54 ea. units.
13. A \$125,000 fitness equipment budget was provided by the Developer and included in this estimate.

This proposal includes window washing anchors with the following qualifications:

14. Manufacturer: Pro-Bel
15. (60) 20-inch above slab cast in place roof anchor
16. (9) Flush mount cast in place terrace anchor with cover plate
17. (20) Single support cast-in cage horizontal rigging sleeve
18. (16) Two support cast-in cage tilted horizontal rigging sleeve
19. (4) Rigging sleeve booms
20. Excludes building façade maintenance system
21. Excludes window washing equipment

#### **DIVISION 12 FURNISHING:**

This proposal includes residential unit window roller shades with the following qualifications:

1. Roller shades with manual and color to be selected during submittal process. Bid documents do not indicate the desired specification on color and type of operation for windows treatment.
2. Excludes window treatments at amenity areas which are to be furnished and installed by Owner.

#### **DIVISION 13 SPECIAL CONSTRUCTION:**

1. This estimate excludes the Handicap chair lift which will be purchased by property management if / when it is required.

#### **DIVISION 14 CONVEYING SYSTEMS:**

This proposal includes elevators with the following qualifications:

2. Traction machine room less elevators



3. Controller to be integrated to jamb

Interior finishes:

4. Front return, transom, interior door (front and rear) to be stainless steel

5. Includes a budget to upgrade cab finishes; final selection to be determined during project submittals.

6. Ceiling to be stainless steel with LED downlights

7. Handrails at side walls only to be stainless steel

8. Standard hall and cab fixtures

Hoist way doors and frames:

9. Level 1 & Level 7 to be stainless steel

10. Level 2 through 6 to be painted steel

11. Hall position indicator at ground floor only

12. Includes in-car riding lantern. Excludes hall lanterns.

13. Excludes battery lowering feature. Elevators are tied to generator.

14. Excludes note 20 on drawing A-7.05 indicating and interior cab finish weight of 1100 Lbs. Cab interior weight as per manufacturer's standards.

15. This proposal excludes custom elevator cabs and assumes manufacturer's standards. This proposal includes a cab upgrade budget for 2 each elevators.

This proposal includes trash chutes with the following qualifications:

16. Includes two (2) thru-wall doors for ground level Trash Rooms to service Level 1 units. None shown on drawings

17. Neoprene isolation mounts to be Mason Industries Super W pads in lieu of Mason Industries type BR which is indicated on Sheet A-7.07

18. Excludes electrical hopper door interlocks.

## **DIVISION 15 MECHANICAL:**

### **Fire Suppression**

This proposal includes a wet fire sprinkler system with the following qualifications:

1. Design-build system by subcontractor

2. Piping 2-1/2 inches and larger to be Schedule 10 in lieu of Schedule 40 which is indicated on Note 10 on Sheet FP-1.00.

3. Includes CPVC piping where allowed by code

4. Excludes galvanized piping which is indicated on Note 10 on Sheet FP-1.00. We have included corrosion protective paint for this pipe

5. Excludes all materials and equipment to be from US manufacturers which is indicated on Note 12 on Sheet FP-1.00

6. Excludes a corrosion monitoring system which is indicated on Sheet FP-1.00

7. Excludes protection of balconies

### **Plumbing**

1. This proposal includes plumbing system(s) with the following qualifications:

2. Water hammer arrestors at units where required by code (quick closing valves only)

3. Above ground sanitary, storm and condensate to be Schedule 40 PVC. Bid documents do not address materials to be used for these aboveground systems

4. Above ground domestic water piping to be CPVC in lieu of copper which is indicated on note 18B on Sheet P-6.01

5. Excludes cast-iron piping which is indicated on Notes 19A and 19B on Sheet P-6.01
6. Gas underground, main gas regulators, and main gas meters outside of building footprint to be provided by service provider

Budgets are included for the following fixtures in common areas. No specifications provided with bid documents:

7. Faucet and sink in Bike Room at ground level
8. Toilet, wall mounted ADA sink, and eyewash station in the Maintenance room at ground level
9. Faucet and sink in the East Courtyard area
10. Faucet and sink at 7<sup>th</sup> level Pool Deck grill area
11. Trough sink at the Built-in table by Trellis area at 7<sup>th</sup> level Pool Deck
12. Cleanouts to be provided only where required by code.

### **HVAC**

This proposal includes an HVAC system with the following qualifications:

1. Contrary to the Schedule on M-5.00, this estimate includes 15 SEER split systems per the new US Dept of Energy requirement.
2. Weather exposed ductwork double wall R8 galvanized steel
3. Warranty to follow Section 2 Note 8 on M-1.01 in lieu of Section 1 Note 5 and Section 2 Note 7 on Sheet M-1.01
4. Soft copper piping to be used for refrigerant piping in lieu of Section 1 Note 6 on Sheet M-1.01 which indicates hard copper
5. Excludes Section 1 Note 16 on Sheet M-1.01. Fire dampers and fire/smoke dampers to be provided only where required by code.
6. Excludes Section 1 Note 18 on Sheet M-1.01. The listed equipment is not applicable to the project.
7. Excludes Section 3 Notes 1B and 1C on Sheet M-1.01. Flamebar or fire-rated ductwork is not shown on drawings
8. Excludes Section 1 Note 11 and Section 5 Note 1 on Sheet M-1.01. Vibration isolation to be provided where indicated on drawings.
9. Excludes overhead pipe support as per detail on Sheet M-4.02. This detail is not applicable to this project.
10. Excludes Section 3 Note 1H on Sheet M-1.01. Smoke control is not applicable to the project.
11. Excludes Section 4 on Sheet M-1.01. Hydronic Systems are not applicable to project.
12. Galvanized sheet metal to be considered as an acceptable material for unit toilet exhaust. Section 3 Note 1E on Sheet M-1.01 allows only for aluminum T-fin.
13. Acoustical liner to be provided for the first 20 feet of the Outside Air Riser only. Section 3 Note 1A indicates to provide on all the first 20 feet of all common area supply and return ductwork
14. Test & Balance for one (1) of each typical unit type. All other units to receive a comfort balance
15. Excludes Building Management System. None shown on drawings. All HVAC systems to be on standalone controls

### **DIVISION 16 ELECTRICAL:**

1. This proposal includes an electrical system with the following qualifications:
2. Installation of 100 linear feet of six 6-inch conduits for FPL primary underground. No design shown on bid documents. Conduits to be supplied by FPL/Owner.
3. PVC conduits to be used aboveground where allowed by code. Note 21 on Sheet E-1.00 does not mention the use of PVC conduits.
4. MC cable to be used where allowed by code. Bid documents does not mention the use of MC cable.
5. Poles for ST fixtures to be aluminum in -ground installation (no concrete bases).
6. This proposal excludes a lighting protection system – see alternates for pricing if desired.
7. This proposal includes “free-wire” Cat 6 wiring for telephone and data within the residential units. Each residential unit to be fed from the floor’s telecommunication closet to the unit’s media panel located within the unit with one, 3/4-inch conduit with a pull string.
8. This proposal includes a two-way emergency communication system (area of refuge).
9. This proposal includes a design-build, code minimum fire alarm system.

**DIVISION 17 PERMITS, INSURANCE & FEE:**

1. A 5% hard cost contingency is included on the total hard cost less General Conditions and Requirements, Insurance, GC Fee, and permits.
2. Safety and Fire Prevention third party inspections have been included for 26 months.
3. Building permits have been included based on fees paid by other developers for similar projects in Coral Gables.
4. Manned security has been included for 98 hours per week for a duration of 23 months.
5. Testing and Threshold Inspections are included as well a budget for Vector Mapping at the elevated pool courtyard.
6. A \$50,000 budget has been included for hurricane preparation and cleanup.
7. Off-site parking for MMF staff is included. Parking for subcontractors is included in the sub’s proposal.
8. Four months of BIM operators have been included for coordination with MEP trades. This is the first time a budget for this scope of work has been included in a budget so the cost is not confirmed.

**EXHIBIT "G"**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

**A. GENERAL INFORMATION**

Owner has elected to implement an Owner Controlled Insurance Program ("OCIP") that will provide General Liability and Excess Liability for the Contractor, enrolled subcontractors and its enrolled sub-subcontractors of every tier providing direct labor to the Project.

The OCIP, as outlined, is intended to afford broad coverage and relatively high limits of liability but may not provide all the insurance needed. Contractor, Subcontractors, and Subordinate Contractors should have their insurance agent, broker or consultant review the coverage limits outlined herein for adequacy against their existing program. In order to eliminate duplicate insurance premiums, the Contractor, Subcontractors, and Subordinate Contractors should amend their insurance program to recognize coverage provided to them under this OCIP. It is suggested that the Contractor, Subcontractors, and Subordinate Contractor's Commercial General Liability policies delete coverage for this Project site, but only to the extent coverage is provided for the Project by the OCIP. In this manner, any broadened coverage or limits under the Contractor's, Subcontractors' and Subordinate Contractors' insurance programs will remain available to them. Any insurance for higher limits or other coverage that are required by contract, by law, or needed for Contractor's, Subcontractors' or Subordinate Contractors' protection must be purchased separately. Any additional premiums, deductibles or self-insured retention under any additional coverage shall be borne by the Contractor, Subcontractors or Subordinate Contractor. While the OCIP is intended to provide broad coverages and high limits, it does not provide coverage for Workers' Compensation, Employers Liability, Automobile Liability, Equipment Floaters, operations away from the Project site, un-enrolled Subcontractor or its un-enrolled Subordinate Contractors and activities of suppliers not furnishing direct labor to the Project. The OCIP does not furnish surety bonds for the Contractor, Subcontractor or its Subordinate Contractors. In addition to any insurance provided by Owner, Contractor, Subcontractors, and Sub-Tier Subcontractors shall be responsible for providing the insurance specified in Section C.

Parties excluded from participation in the OCIP: architects and engineers, surveyors, contract haulers or truckers, consultants, vendors, suppliers, material dealers, asbestos abatement or other hazardous material subcontractors, others merely making deliveries to or pickups from the Site. Owner may, at its discretion, exclude or include other contractors or vendors from the OCIP.

**B. OWNER PROVIDED INSURANCE (OCIP Coverage) – Alexan Crafts**

The following descriptions are summaries only. The actual policies procured by Owner control the coverage available, and are available for review by Contractor, Subcontractors and Subordinate Contractors. In the event of conflict between any Insurance Policies' Terms and Conditions and this "Exhibit G" concerning Coverage Conditions, the Insurance Policies' Terms and Conditions will govern.

Coverage Provided -

1. Commercial General/ Liability Insurance  
Refer to OCIP Manual for participating Insurers

a. Limits	
(1) \$ 2,000,000	Each Occurrence/all insureds
(2) \$ 1,000,000	Personal Injury/Advertising Injury
(3) \$ 2,000,000	Products -Completed Operations Aggregate/all insureds
(4) \$ 2,000,000	General Aggregate/all insureds
(5) \$ 50,000	Damage to Premises Rented to You
(6) Excluded	Medical Payments

- Limits shared by all insureds.
- Limits are not shared with other projects.
- The limits of insurance apply for the entire policy period including the extended products-completed operations period and do not reinstate.
- Policy provides Completed Operations Extension including Repair coverage for the applicable Project State Statute of Repose or ten (10) years, whichever is less, per policy terms and conditions.

b. Deductible \$25,000 per occurrence, includes ALAE

In the event of a General Liability claim, and solely at the discretion of the Owner, the General Contractor and Subcontractor will pay a contribution toward the general liability deductible proportionate to their respective negligence, in amounts not to exceed \$25,000.

- c. Policy Form  
ISO CG0001 (12/07) or equivalent  
Defense is Outside of Limits

d. Endorsements:

Form Number	Ed. Date	Form Title
		Policy Jacket
HPC 010 01	09 11	Common Policy Declarations HCC
IL 0017	11 98	Common Policy Conditions
HPC 030 02	09 11	Scheduled Forms and Endorsement
HPC 040 05	07 11	First Named Insured
IL 0021	05 04	Nuclear Energy Liability Exclusion
HPC 030 04	07 13	Service of Suit HCC
CG 0062	12 02	War Liability Exclusion
CG 0437	05 14	Electronic Data Liability Endorsement – Loss of Electronic Data Limit-\$100,000
IL 0985	01 15	Disclosure Pursuant to Terrorism Risk Insurance Act
CG 2171	01 15	Exclusion of Certified Acts of Terrorism Committed Outside The United States; Cap on Losses From Certified Acts of Terrorism
HPC 020 02	03 13	Commercial General Liability Coverage Part Supplemental Dec.
CG 0001	12 07	Commercial General Liability Coverage Form – Occurrence
HPC 040 04	11 11	Definition of Employee Amendment
HPC 050 07	02 12	Exclusion -Asbestos
HPC 050 06	07 11	Exclusion -Arsenic
HPC 050 03	07 11	Exclusion -Lead
HPC 040 06	03 13	Exclusion - Intellectual Property Amendment
HPC 050 02	02 12	Exclusion -Sulfates
HPC 040 08	07 11	Minimum Earned Premium and Audit Premium Endorsement (100 %, 12 months)
CG 2135	10 01	Exclusion – Coverage C – Medical Payments: Any Location Or Job Site
CG 2147	12 07	Employment-Related Practices Exclusion
CG 2167	12 04	Fungi or Bacteria Exclusion
CG 2186	12 04	Exclusion – Exterior Insulation And Finish Systems
CG 2196	03 05	Silica or Silica-Related Dust Exclusion
CG 2165	12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception
CG 2012	05 09	Additional Insured – State or Political Subdivisions – Permits
CG 2010	07 04	Additional Insured - Owners, Lessees Or Contractors
CG 2018	11 85	Additional Insured – Mortgagee, Assignee or Receiver
CG 2028	07 04	Additional Insured – Lessor of Leased Equipment
CG 2037	07 04	Additional Insured – Owner, Lessees Or Contractors – Completed Operations
Manuscript		Amendment of Other Insurance
Manuscript		Cancellation By Us
HPC 060 02	02 12	Primary and Non-Contributing Insurance
HPC 080 01	11 11	Deductible Liability Insurance
HPC 060 04	10 11	Expanded Bodily Injury Definition
HPC 060 05	10 11	Unintentional Failure to Disclose Hazard
HPC 060 01	07 11	Notice and Knowledge of an Occurrence
HPC 050 14	12 11	Exclusion – Residential Construction with Apartment Exception
CG 2404	05 09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
CG 2417	10 01	Contractual Liability – Railroads
CG 2134	01 87	Exclusion – Designated Work: Any and all New York Related work or construction activities
CG2153	01 96	Designated Ongoing Operations Exclusion: Any and all New York related work or construction activities
CG 2026	07 04	Additional Insured – Designated Person or Organization
HP 040 12	09 11	Notice of Cancellation to Designated Entity – 30 days
CG 2280	07 98	Limited Exclusion – Contractors -Professional Liability
HPC 040 11	09 11	Limited Coverage – Repair Work Per State Statute in Which project is located
Manuscript		Condition to Add Projects
Manuscript		Designated Construction Limits
HPC 041 21	03 17	Definition of Construction Cost
HPC 040 25	08 16	Auto Coverage for Designated Project Site (s) – Trammell Crow Residential only
HPC 040 09	12 17	Wrap up Program Change Endorsement – includes deletion of exclusions j, k and l.

2. Excess Liability Insurance with minimum limits of at least:
  - (1) \$75,000,000 Each Occurrence/all insureds
  - (2) \$75,000,000 Completed Operations Aggregate/all insureds
  - (3) \$75,000,000 General Aggregate/all insureds

Insurance Carriers:

Insurance Company	Limits of Liability
Refer to OCIP Manual for participating insurers	\$10,000,000 excess of primary
	\$15,000,00 excess of \$10,000,000 and primary
	\$25,000,000 excess of \$25,000,000 and primary
	\$25,000,000 excess of \$50,000,000 and primary

- Excess of primary OCIP Commercial General Liability policy subject to policy terms and conditions.
- Limits are not shared with other projects.
- The limits of insurance apply for the entire policy period including the extended products-completed operations period and do not reinstate.
- Policy provides Completed Operations Extension including Repair coverage for the applicable Project State Statute of Repose or ten (10) years, whichever is less, per policy terms and conditions.
- Limits shared by all insureds.

### 3. Expiration of Coverage

Except for completed operations coverage, it is intended the insurance furnished by Owner under this contract will discontinue for Subcontractor or its Subordinate Contractors upon certified completion of their respective work and final acceptance of either the next tier subcontractor, the Prime/General Contractor, Construction Manager or Contractor, whichever has ultimate responsibility for the Subcontractor's or its applicable Subordinate Contractor's Work. Owner-furnished insurance may also be discontinued in the event the Project is substantially delayed for an extended period of time, or the Project is permanently terminated for any cause.

### 4. Builders Risk Insurance

Unless expressed otherwise, Owner, shall, at its own expense, obtain and maintain in force during the term of this Agreement Builder's Risk Insurance against all risks of direct physical loss and/or damage (subject to normal policy exclusions), to all buildings, structures, materials and real property to be incorporated into and forming part of the Project, whether or not such buildings, structures, materials or real property will have been supplied or made available to Contractor, Subcontractors or Subordinate Contractors by Owner. Owner shall cause Contractor and subcontractors to be named as Additional Insureds to Owner's Builder's Risk policy.

Claims under the Builders Risk insurance provided shall be subject to a deductible amount of Twenty-Five Thousand Dollars (\$25,000) per occurrence. Owner may assess all or part of the deductible against the Contractor or Subcontractor whose work activities caused the loss or damage. In the event of force majeure, Owner may allocate the deductible to Subcontractors on the basis of loss of their work product. If a claim results from any construction activity, the assessed deductible amount herein shall be paid by the Subcontractor. All Builder's Risk losses will be adjusted with and payable to Owner or their designee for the benefit of all parties as their interests may appear.

The Builders Risk insurance purchased by Owner will not provide coverage for loss or damage to Contractor's, Subcontractor's or Subordinate Contractor's (1) tools, equipment, personal property, protective fencing, scaffolding, temporary structures, framework, forms and equipment owned or rented by the Contractor, Subcontractor or Subordinate Contractor, (2) materials and equipment not to be incorporated as a permanent part of the Work, or (3) loss of income, indirect or soft costs of any nature whatsoever.

In the event of loss or damage not covered by the Builders Risk policy, the cost of the repair and/or replacement of such loss or damage will be borne by the Contractor.

### 5. Coverage Expiration and Availability of Coverage

#### a. Expiration of Coverage

Except for completed operations coverage, it is intended that the insurance furnished by Owner under this Agreement will discontinue for Contractor, Subcontractors, and each Subordinate Contractor upon certified completion of its respective work, or Substantial Completion of the Project, whichever occurs first.

Completed operations coverage will be extended for the statute of repose provided by the controlling law of the jurisdiction where the project is located after Substantial Completion of the Project.

Owner-furnished insurance may also be discontinued by Owner in the event the Project is substantially delayed for an extended period of time, or the Project is permanently terminated for any cause.

6. Insurance Policies and Certificates

Owner's insurance broker/OCIP administrator will issue Certificates of Commercial General Liability and Excess Liability to Contractor, enrolled Subcontractors, and any enrolled Subordinate Contractors.

7. Governing Conditions

The summary of coverage contained herein is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole and binding documents. A specimen Commercial General Liability and Excess Liability policy is available upon written request.

**C. CONTRACTOR/SUBCONTRACTOR INSURANCE REQUIREMENTS**

Contractor, Subcontractors and Subordinate Contractors, at their own expense, prior to starting its Work shall furnish evidence of

A. Minimum Coverages

1. General Liability to include: For all off site operations

- a. Occurrence Form
- b. Premises Operations
- c. Explosion, Collapse and Underground
- d. Products and Completed Operations

Hazard included for 3 years after completion of Work by Subcontractor

- e. Contractual Liability Coverage
- f. Broad Form Property Damage Liability Coverage
- g. Independent Contractors Coverage
- h. Personal Injury Coverage with Contractual and Fellow employees Exclusion deleted.
- i. Aggregate Limits Per Project Endorsement

2. Automobile Liability Coverage: (For On Site and Off Site Operations)

- a. Comprehensive Form
- b. Owned Auto Coverage
- c. Non – Owned Auto Coverage
- d. Hired Auto Coverage

3. Workers' Compensation (For On and Off Site Operations)

4. Property or General Contractor or Subcontractor's Equipment policy evidencing coverage for General Contractor or Subcontractor's equipment or materials stored off the site or in transit, if required.

For any Subcontractor or Subordinate Contractor not enrolled in the OCIP, coverage A.1, A.2, A.3, and A.4 above must apply to all operations, both on and off the Project site.

B. Limits of Liability Required:

Please refer to the attached tables Trammell Crow Residential Insurance Limits of Liability Requirements for limits of liability applicable by trade.

TRAMMELL CROW RESIDENTIAL  
Insurance Limits of Liability Requirements

Trade	General Liability Per Occurrence	General Liability Aggregate	Excess Liability Off Site Operations Only	Auto Liability Combined Single Limit	Workers' Compensation (Statutory)*	Employer's Liability	Professional (E & O)	Pollution Coverage
<b>High Risk</b>								
Architect	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$2,000,000	
Concrete Shell/Parking Garage	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Concrete Slab on Grade	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Cranes (Owner + Operator)	\$1,000,000	\$2,000,000	\$10,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Cranes (Owner Only)	\$1,000,000	\$2,000,000	\$10,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Cranes (Operator Only)	\$1,000,000	\$2,000,000	\$10,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Demolition	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,001	Statutory Limits	\$1,000,000	\$1,000,000	\$3,000,000
Drywall/Metal Framer	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Electrical	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Electric Car Recharging Stations	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Elevator	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Engineer	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
Fireplace Installation & Supplies	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Fire Sprinkler	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
General Contractor	\$1,000,000	\$2,000,000	\$25,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
HVAC	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Interior Wood Stairs	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Lightweight Gyp-Crete	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Welding/Steel Stairs	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Other Design Professionals	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
Painting	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Plumbing	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Railings/Screens	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Retaining/Sea Walls	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Roofing	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Security	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Site Work/Paving/Earthwork	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Stucco	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Swimming Pool	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Trash Chutes	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Trusses/Framing	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Underground Utilities	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Waterproofing	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Window & SGD	\$1,000,000	\$2,000,000	\$5,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
<b>Medium Risk</b>								
Alarm/Video Surveillance	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Appliance	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Awnings	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Brick Pavers	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Cabinet Installers	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Carpet/Vinyl	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Ceramic Tile	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Doors and Hardware	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Entry Gates	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Exercise Equipment (Del. & Install.)	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Granite Countertops	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Fencing	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Garage Doors	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Gutters	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Insulation	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Irrigation	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		



Landscaping	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Masonry	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Millwork	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Mirrors and Shower Glass	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Passive Ventilation	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Pesticide Soil Treatment	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		\$3,000,000
Sidewalks	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Soil/Concrete Testing	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
Surveyor	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
Temporary Labor	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
Trash-Clean Up	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	Statutory Limits	\$1,000,000		
<b>Low Risk</b>								
Catering Truck	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Cleaning	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Consultants	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000	\$1,000,000	
Delivery Only (ex steel door frames)	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Erosion Control/Silt Fencing	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Fire Extinguishers	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Fountain	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Job Site Trailer (setup and removal)	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Luminous Ceilings	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Molding/Interior trim	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Signage	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Site & Indoor Lighting	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Stereo/TV Installation	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Portable Toilets	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Tennis Court	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Trash (Pick-up)	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Wallpaper Hangers	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Water Submetering	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		
Window Treatments	\$1,000,000	\$2,000,000	\$0	\$1,000,000	Statutory Limits	\$1,000,000		

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\* Workers' Compensation coverage for Low Risk trades may be waived when not required by statute (few or no employees).

C. Owner and Project partners are to be designated as additional insureds under the general liability, and excess liability coverage. Proof of insurance is to be verified by inclusion of a Certificate of Insurance and additional insured endorsements CG 2010 07 04 and CG 2037 07 04 using a specific endorsement listing each additional insured. Blanket additional insured endorsements as required by written contract **will not** be accepted.

D. Required General Liability Insurance, Automobile Liability Insurance and Employer's Liability Insurance may be satisfied by a combination of primary and umbrella/excess limits. Umbrella limits must be as broad as the underlying policies to which it is attached.

E. Conditions of Understanding Other Insurance. The amount and types of insurance coverages required in this contract shall not be construed to be a limitation of the liability on the part of the Contractor, Subcontractors, or its Subordinate Contractors. Any type of insurance or any increase of limits of liability not described above which the Contractor, Subcontractor or Subordinate Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving the Contractor, Subcontractors, or Subordinate Contractors of any responsibility of liability under this contract.

The Contractor, Subcontractors, or Subordinate Contractors shall file certificates of such insurance with Owner or its Designee which shall be subject to Owner's approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by Owner, a certified copy of the actual policy(s) with appropriate endorsement(s) and other documents shall be provided to Owner

#### D. BIDDING INSTRUCTIONS (Bid Net of Insurance)

The following paragraphs include a list of the forms that must be completed and returned to Owner before site mobilization.

Contract Insurance Cost

**Contractor, Subcontractors, and Subordinate Contractors agree not to duplicate or include any portion of their normal insurance cost, including that of its Subordinate Subcontractors, in its bid process or change orders (if any) for the coverages provided by Owner under this "Exhibit G".**

By completing and submitting the Contractor/Subcontractor Enrollment Form to Owner, Contractor, Subcontractor or Subordinate Contractor warrants that all insurance costs described in this section have been identified and properly described.

Contractor, Subcontractor, or Subordinate Contractor further agrees to cooperate fully with the Owner's Insurance Representatives in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by Owner and/or Broker during the duration of the Project or until the OCIP is terminated.

There is no coverage under this program until the required forms are received. No Subcontractor is enrolled and covered by the plan until the required forms and information are received and approved by Owner and a OCIP insurance certificate is provided to Owner by the OCIP administrator.

Subcontractors, and Subordinate Contractors shall submit two (2) forms for the OCIP, Notice of Contractor Award from the Contractor and Contractor/Subcontractor Enrollment Form, both of which are attached hereto in Exhibit C. In addition, Subcontractor shall submit Subcontractor's general liabilities declarations pages and rating sheets (which are located within Subcontractor's current insurance policies). Contractor shall submit Contractor/Subcontractor Enrollment Form, and copies of declarations pages and rating sheets. These forms are crucial in the bid evaluation process and must be completed as accurately as possible. Upon request, Willis of Texas, Inc. (Owner's OCIP Representative) will assist Subcontractor in ensuring these forms are submitted correctly.

In the event the Contractor's, Subcontractors', or Subordinate Contractors' insurance programs are either a "retrospective rated plan", a "deductible plan", or a "self-insured plan" (including any self-insured retention layers") the Contractor, Subcontractor, or Subordinate Contractor must advise Owner of this when the contract is effective or subsequent changes thereof to the respective policies either due to renewal, endorsement or change in underwriters. Depending on the type of loss sensitive program the Contractor, Subcontractor or Subordinate Contractor has in place, Owner and the Contractor, Subcontractor or Subordinate Contractor mutually agree to determine an effective and equitable method to credit to Owner any applicable refunds as they apply to this Agreement.

In addition to the foregoing, Contractor, Subcontractor and Subordinate Contractors agree to the audit conditions as specified on the Contractor/Subcontractor Enrollment Form and shall include the same audit rights set forth in the Contractor/Subcontractor Enrollment Form in every sub-subcontract so that such audit rights will be binding upon each of its Subordinate Contractors.

#### Required OCIP Bid Forms:

##### **Form A:** Notice of Contractor Award

This form provides the necessary general information required to issue insurance policies.

##### **Form B:** Contractor/Subcontractor Enrollment

Subcontractor and each Sub-Tier Subcontractor must complete and submit this form at completion of work.

## **E. MISCELLANEOUS PROVISIONS**

### **1. Termination/Modification of the OCIP,**

Owner reserves the right to terminate or to modify the OCIP or any portion thereof. To exercise the right, Owner shall provide **thirty (30) days** advance written notice of termination or material modification to the Contractor, Subcontractor and all its Subordinate Contractors covered by the OCIP. In such event, Contractor, Subcontractor and its Subordinate Contractors shall promptly obtain appropriate replacement insurance coverage acceptable to Owner. Written evidence of such insurance shall be provided to Owner prior to the effective date of the termination or modification of the OCIP coverages. Owner will reimburse the reasonable cost of such replacement insurance to the Contractor/Subcontractor through a duly executed change order.

### **2. Waiver of Subrogation.**

Contractor waives all rights of subrogation and recovery against Owner and other subcontractors of all tiers to the extent of any loss or damage which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Contractor waives its rights of subrogation and recovery for damage to any property or equipment against Owner and other subcontractors of all tiers to the extent of any loss or damage which is insured under the OCIP or otherwise required by the terms of the Contract Agreement. Subcontractor waives all rights of subrogation and recovery against Owner, Contractor and other subcontractors of all tiers to the extent of any loss or damage which is insured under the OCIP. Notwithstanding the foregoing and not by way of limitation of the same, Subcontractor waives its rights of subrogation and recovery for damage to any property or equipment against Owner, Contractor and other subcontractors of all tiers to the extent of any loss or damage which is insured under the OCIP or otherwise required by the terms of the Subcontract Agreement. Subcontractor shall require all its Subordinate Contractors to similarly waive their rights of subrogation and recovery in each of their respective construction contracts with respect to loss or damage which is insured under the OCIP or otherwise required by the terms of the Subcontract Agreement.

If Owner provides Builders Risk insurance, the Contractor does not have the responsibility for the Owner's Builders Risk Policy provisions and endorsements. The Owner will endeavor to have the Builder's Risk Policy endorsed with such waiver of subrogation. However, the Owner will not be responsible to the Contractor, Subcontractor and Subordinate Contractors for any deficiencies in Owner's property coverage. A waiver of subrogation shall be effective as to a person or entity even through 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.

3. No Release.

The provision of the OCIP by Owner shall in no way be interpreted as relieving Contractor, Subcontractor or any of its Subordinate Contractors of any other responsibility or liability under the Contract or Subcontract Agreement or any applicable law, statute, regulation or order.

4. Approval of Forms and Companies.

All insurance required of Contractor, Subcontractor and its Subordinate Contractors shall be written by an insurance company or companies satisfactory to Owner and licensed to do business in the state of the Project Site and shall be in a form and content satisfactory to Owner. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein.

5. Coverage During Warranty Period. During the warranty period described in the Subcontract Agreement, Contractor Subcontractor, and Subordinate Contractors shall maintain in full force and effect all insurance specified in Section C Contractor/Subcontractor Insurance Requirements, covering all Contractor's and Subcontractor's Work performed during such period.

**“EXHIBIT “H”  
CONSTRUCTION SCHEDULE**

Task Name	Duration	Start	Finish
<b>Alexan Crafts</b>	<b>546 days</b>	<b>Mon 8/15/22</b>	<b>Mon 9/16/24</b>
Notice To Proceed	1 day	Mon 8/15/22	Mon 8/15/22
<b>Demolition</b>	<b>56 days</b>	<b>Mon 8/15/22</b>	<b>Mon 10/31/22</b>
Mobilization	5 days	Mon 8/15/22	Fri 8/19/22
Disconnect Services/Utilities	5 days	Mon 8/22/22	Fri 8/26/22
Asbestos Abatement/Demolition	15 days	Mon 8/22/22	Fri 9/9/22
Tree Removal	36 days	Mon 9/12/22	Mon 10/31/22
<b>Site</b>	<b>38 days</b>	<b>Mon 9/12/22</b>	<b>Wed 11/2/22</b>
Survey Layout	5 days	Mon 9/12/22	Fri 9/16/22
Temp Utilities	10 days	Mon 9/19/22	Fri 9/30/22
Cut Fill	15 days	Mon 10/3/22	Fri 10/21/22
Pad	8 days	Mon 10/24/22	Wed 11/2/22
<b>Foundations</b>	<b>57 days</b>	<b>Thu 11/3/22</b>	<b>Fri 1/20/23</b>
Mobilization	5 days	Thu 11/3/22	Wed 11/9/22
Area "A" Footing and Fill	20 days	Thu 11/10/22	Wed 12/7/22
Area "B" Footings and Fill	20 days	Fri 12/2/22	Thu 12/29/22
Area "C" Footing and Fill	20 days	Mon 12/26/22	Fri 1/20/23
<b>Shell</b>	<b>265 days</b>	<b>Mon 12/5/22</b>	<b>Fri 12/8/23</b>
Erection	220 days	Mon 12/5/22	Fri 10/6/23
Roofing	70 days	Mon 9/4/23	Fri 12/8/23
CMU	105 days	Mon 6/19/23	Fri 11/10/23
<b>Exterior Finishes</b>	<b>135 days</b>	<b>Mon 8/14/23</b>	<b>Fri 2/16/24</b>
Windows	100 days	Mon 8/14/23	Fri 12/29/23
Stucco/Paint	90 days	Mon 10/16/23	Fri 2/16/24
<b>Building</b>	<b>261 days</b>	<b>Mon 9/18/23</b>	<b>Mon 9/16/24</b>
Interior Rough-Ins	120 days	Mon 9/18/23	Fri 3/1/24
Interior Finishes	200 days	Mon 11/20/23	Fri 8/23/24
Unit Punch/Turn Over	111 days	Mon 4/15/24	Mon 9/16/24
<b>TCO/Final Completion</b>	<b>89 days</b>	<b>Wed 5/15/24</b>	<b>Mon 9/16/24</b>
TCO 1 - Levels 1 & 2 Units and Amenities	1 day	Wed 5/15/24	Wed 5/15/24
TCO 2 - Levels 3 & 4	1 day	Mon 6/24/24	Mon 6/24/24
TCO 3 - Level 5 & 6	1 day	Fri 8/2/24	Fri 8/2/24
TCO 4 - Level 7	1 day	Mon 9/16/24	Mon 9/16/24
Final Completion/Closeout	1 day	Mon 9/16/24	Mon 9/16/24

**“EXHIBIT “I”**  
**GENERAL CONDITIONS ITEMS**

Salary	3,877,354.00
Photography/Printing	18,770.00
Schedule/QA/Safety/Video	247,500.00
Temp Utilities	176,771.00
Temp Field Office	133,013.00
Temp Bathroom	35,979.00
Temp Fencing	57,951.00
Trash Removal	283,419.00
<b>TOTAL</b>	<b>4,830,757.00</b>

**“EXHIBIT “J”**

**SUBCONTRACTORS FOR TWICE MONTHLY PAYMENT**

1. Site Work
2. Framing/Shell Labor
3. Drywall
4. Roofing
5. Paint
6. Punch Labor