

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 12 day of October in the year 2026
(In words, indicate day, month and year.)

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

Las Vistas in Inverrary Condominium Association, Inc
3533 Inverrary Drive,
Lauderhill, FL 33319

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

A & L CONTRACTING INC
2247 Palm Beach Lakes Blvd, S.205
West Palm Beach, FL 33409

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

Las Vistas Condominium
3541 Inverrary Drive (Bldg. G)
3521 Inverrary Drive (Bldg. J)
Concrete Repairs & Waterproofing Project

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

S & D Engineering & Construction Inc
1031 NW 31st Ave,
Pompano Beach, FL 33069

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Paragraphs deleted)

[X] Established as follows:

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(Paragraphs deleted)

The Contractor shall be responsible for obtaining all permits required to perform the Work for Buildings J and G. Permit applications shall be submitted promptly after execution of this Agreement and receipt of all required information from the Owner and Engineer. The Date of Commencement shall occur within five (5) days after the required permits are issued by the appropriate governmental authority having jurisdiction. The Contractor shall begin the Work within a reasonable time after the Date of Commencement and shall provide the Owner with copies of all issued permits. The Contractor shall record the Notice of Commencement in accordance with Section 713.13, Florida Statutes, and shall post a certified copy of the recorded Notice of Commencement at the job site.

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

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

[X] Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

(Paragraphs deleted)

("Contract Time"), subject to adjustment as provided in the Contract Documents. Any work outside the scope of the Contract requested by the Association shall be authorized in advance by a properly executed written Change Order. The Contractor shall be entitled to an extension of the Contract Time for (i) additional quantities of Work performed in excess of the estimated quantities set forth in Exhibit "A," (ii) additional Work authorized by written Change Order, (iii) atypical inclement weather or rain days, and (iv) delays caused by changes ordered by the Owner, fire, transportation delays, unavoidable casualties, causes beyond the Contractor's control, or other causes the Engineer determines justify an extension. Any such extension shall be granted by written Change Order for a period reasonably determined by the Engineer.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[

(Paragraphs deleted)

X] Unit and Lump Sum Prices based on the estimated quantities of work furnished by the engineer, in accordance with Section 3.2 below.

§ 3.2 The

(Paragraphs deleted)

Work involves repairs to two (2) separate buildings, and the Contractor shall perform the Work concurrently. Although the value of all Work is encompassed within this Agreement, the Contractor shall maintain separate records for each building and shall invoice each building separately.

(Table deleted)

(Paragraphs deleted) The estimated Contract Sum for each building is stated with particularity in composite Exhibit "A" and is summarized as follows (the Contract Sums exclude all "Optional Work Additions" as identified in Exhibit "A"):

- **Building "J":** The estimated Contract Sum is Three Hundred Twelve Thousand Dollars (\$312,000.00).
- **Building "G":** The estimated Contract Sum is Two Hundred Thirty-Five Thousand Two Hundred Sixty-Five Dollars (\$235,265.00).

(Paragraphs deleted)

The total estimated Contract Sum for both buildings (the "Contract Sum") is **Five Hundred Forty-Seven Thousand Two Hundred Sixty-Five Dollars (\$547,265.00)**, as more fully detailed in the Contractor's Unit and Lump Sum Price Proposals attached hereto as Exhibit "A." The Contract Sum is based on the defined scope of the Work, and the Contractor agrees to organize, coordinate, administer, supervise, and direct all portions of the Work in accordance

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with this estimated sum and the payment schedule set forth in the Contract Documents, or as otherwise agreed to by the parties in writing. Owner shall not be responsible for increases in labor or material costs unless agreed to in writing. The Contract Sum for each building includes mobilization, general conditions, bonding, and clean-up and demobilization, which shall be invoiced and paid in accordance with Article 4 and Exhibit "A." Additional bonding fees shall apply to any approved increases in the Contract Sum as provided in this Agreement. In the event the Contract Sum is increased by Change Order due to changes in the Work beyond the original scope of the Work or due to additional unit-price quantities of Work performed, the Contractor shall be entitled to an increase in the Contract Sum equal to ten percent (10%) of the amount of such increase for additional mobilization and general conditions, which shall be implemented by Change Order.

(Table deleted)

(Paragraphs deleted) Permit costs included in the Contract Sum are estimates only. Contractor shall obtain all required permits, and Owner shall reimburse Contractor for actual permit costs without markup, except for actual expediting fees. The Contract Sum excludes all Optional Work Additions listed in Exhibit "A," which may be added only by Change Order. The Contract Sum may increase or decrease based on the actual quantities of unit-price Work performed. Adjustments to the Contract Sum and Contract Time shall be made accordingly, and Contractor shall be compensated only for Work performed and approved. Contractor waives any claim for reduced quantities.

§ 3.2.1 Unit Prices:

Units and Limitations Price per Unit (\$0.00)

Item
As listed in Exhibit "A"

(Paragraph deleted)

Such unit prices include all materials, equipment, labor, delivery, installation, overhead, profit, and all other costs incidental to the applicable Work, excluding general conditions for unit price items.

§ 3.3.1 If Contractor fails to achieve Substantial Completion on time without written approval for delay, Contractor shall pay Owner, as liquidated damages and not a penalty, Two Hundred Dollars (\$200.00) per day for each day of delay, which may be deducted from amounts due. The parties agree this amount is reasonable. Contractor is entitled to time extensions and relief from liquidated damages for delays caused by approved Change Orders or events beyond Contractor's reasonable control.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

(Paragraphs deleted)

The Contractor shall submit an Application for Payment by the 15th of the following month, based on the percentage of completed lump-sum work and completed unit-price work (per Exhibit "A"). The first payment may include mobilization fees once mobilization is complete and work has commenced. Applications must use notarized AIA forms (G702/G703) or approved equivalents. All work is subject to Engineer approval, which may not be unreasonably withheld. The Engineer has 10 days to object in writing; if no objection is made, payment is deemed approved, and the Association shall pay within 20 calendar days. Defective work must be remedied before payment for that work. If payment is late and no valid objections exist, the Contractor may provide 10 days' notice and suspend work; if suspension is not caused by the Contractor, they are entitled to additional time and reimbursement of direct costs. Each Application must include partial or final lien waivers from the Contractor and subcontractors. Payment does not constitute acceptance of work or waiver of defects. The Association shall withhold 10% retainage to ensure completion of punch list items and contract obligations; retainage does not apply to mobilization, general conditions, or permits. Retainage and payments for additional work up to \$200,000 are paid after Final Completion.

The Engineer will prepare a punch list per

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building, which must be completed before moving scaffolding or swing stages. Deficiencies not included in a punch list are treated as warranty repairs.

(Paragraph deleted)

§ 4.1.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below: 10% per annum

§ 4.2 Final Payment

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

.1

(Paragraphs deleted)

The Contractor has fully performed the Contract, including punch list items, except for warranty corrections and other post-final obligations;

.2 The Engineer issues a final Certificate for Payment per Section 15.7.1, without unreasonable delay;

.3 The Contractor submits final lien waivers from itself and all subcontractors, plus the Final Payment Affidavit;

.4 All required warranties, certifications, and final documents (including the five (5) year concrete warranty) have been delivered;

.5 All Work has been inspected and approved by the applicable authorities, and all permits are closed with proof provided;

.6 All liens have been released to the extent the Owner has paid the Contractor in full;

.7 The Contractor has completed cleanup, repaired any property damage, and removed all temporary facilities and tools to the Association's reasonable satisfaction.

§ 4.2.2 The Owner's Final Payment to the Contractor shall be made no later than twenty (20) days after all conditions precedent as outlined in the Contract Documents and Section 4.2.1 above have been fully satisfied by Contractor.

§ 4.2.3 Neither the Final Payment, nor any provision of the Contract Documents, nor the partial or full use or occupancy of the Premises by the Owner, shall constitute acceptance of work not performed in accordance with the Contract Documents, or relieve the Contractor of liability for any express or implied warranties or for faulty materials or workmanship, which shall be replaced in accordance with the Contractor's warranty.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

In any dispute arising under this Contract, the prevailing party is entitled to recover attorneys' fees and costs, including those for mediation, trial, bankruptcy, appellate proceedings, and any action to determine or quantify such fees. The parties shall attempt mediation before litigation. The moving party must provide written notice, allowing 45 days to schedule mediation, which must occur within 45 days of notice unless agreed otherwise in writing. If a party fails to respond, refuses to mediate, or mediation reaches an impasse, the moving party may seek relief in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

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§ 6.1.1 The Agreement is this executed AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
Omitted

§ 6.1.3 The Supplementary and other Conditions of the Contract:

(Table deleted)

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

(Table deleted)

(Paragraphs deleted)

(Paragraphs deleted)

(Table deleted)

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Engineer. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 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 between any persons or entities other than the Owner and the Contractor.

§ 7.3 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 the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if

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any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Engineer, and the Engineer's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

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

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by

(Paragraphs deleted)

certified U.S. mail (return receipt requested), or by courier as provided in Section 22.1 hereof. A courtesy copy of such notice may be sent by electronic mail and/or facsimile.

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

§ 7.10 Relationship of the Parties

The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site. The Owner shall furnish all necessary surveys and a legal description of the Site. The Contractor shall exercise due diligence in reviewing information received from the Owner but may rely on the accuracy of information furnished by the Owner through its Engineer and shall take proper precautions for the safe performance of the Work. The Engineer shall provide plans showing all known utility lines, conduits, and pipes not readily visible, or shall identify and mark such items in areas where the Contractor performs the Work. The Contractor shall not be responsible for damage to utilities not shown in the plans or marked by the Engineer. The Contractor shall review the plans and exercise due care to avoid damage to utilities. If visible indications of utilities or subsurface conditions exist in the Work area, the Contractor shall take reasonable precautions. The Contractor shall be responsible for damage to utilities identified in the plans, marked by the Engineer, or visible upon reasonable inspection of the Site. The Owner shall be responsible for protecting landscaping and marking irrigation heads in the Contractor's Work, staging, and transit areas. The Contractor shall not be responsible for damage to such items unless caused by its gross negligence or intentional misconduct.

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§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work. The Contractor shall exercise due diligence and verify the information that it receives but is entitled to rely on the accuracy of information furnished by the Owner through its Engineer. Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Engineer and the Engineer may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Engineer, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Engineer any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Engineer may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

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

§ 9.3 Labor and Materials

§ 9.3.1 The Owner shall provide without charge to Contractor power for Contractor's equipment, including any necessary hookups to Owner's system, water, parking for employees, and an area for Contractor staging, including material storage, a dumpster, and port-a-toilet.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor warrants and represents to the Association that consumption of alcohol and use of drugs by its laborers, employees, and representatives is expressly prohibited for this Project.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Engineer and in accordance with a Modification.

§ 9.4 Warranty

§ 9.4.1 The Contractor warrants to the Owner and Engineer those materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. Contractor warrants workmanship and materials as follows: (a) concrete and stucco repair work and painting for five (5) years from Substantial Completion of the entire Work; (b) balcony waterproofing for five (5) years from Final Completion of the entire Work; and (c) all other Work for one (1) year from Substantial Completion of the entire Work. All materials and equipment furnished shall be new and of first-class quality unless otherwise permitted by the Contract Documents. These warranties apply to Work performed by the Contractor and its subcontractors and are in addition to all applicable manufacturers' warranties. At Final Completion, Contractor shall assign and transfer to Owner all manufacturers and subcontractors' warranties applicable to the Work, including roof and coating warranties, issued in the Owner's name or fully transferable. The Contractor's warranty excludes damage or defects resulting from abuse, misuse, improper maintenance or operation, unauthorized alterations, normal wear and tear, Acts of God, or structural defects in the existing premises. Reinstalled existing items are not warranted, except for reasonable care during removal and reinstallation. Variations in paint matching where only repaired areas are painted shall not constitute a defect.

§ 9.4.2 Contractor shall comply with all application, installation, inspection, and other requirements of each manufacturer, producer, or supplier of materials and shall ensure that all conditions required to obtain applicable material warranties are satisfied. If Contractor fails to do so, Contractor shall assume responsibility for any warranty that would otherwise have been provided.

§ 9.4.3 During the applicable warranty period, Contractor shall, at no cost to Owner, promptly correct, replace, and restore to first-class condition any defective Work or materials. If Contractor fails to commence corrective action within thirty (30) days after written notice from Owner, Owner may enforce this Article by legal action and/or perform or cause the Work to be performed, and Contractor shall reimburse Owner for all associated costs. Contractor shall be responsible for all costs, damages, and expenses incurred by Owner in enforcing the warranty, including attorneys', engineering, and consulting fees. Emergency repairs performed by others due to imminent threats to persons or property shall not void the warranty, and Contractor shall reimburse Owner for all related costs.

§ 9.4.4 The foregoing obligations of Contractor shall survive termination or expiration of this Agreement.

§ 9.5 Taxes

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

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Contractor shall also obtain and maintain in full force and effect during the entire term of this Contract, at its sole cost and expense, any and all licenses and certificates to the extent required by federal, state, or local law for the performance of any portion of the Work under the Contract Documents.

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§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. All Work undertaken under the Contract Documents shall be in compliance with all code requirements, guidelines, and standards applicable to such Work before Final Payment is tendered. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. Of such defective Work, in addition to any other fees or costs incurred by Owner, including, but not limited to, attorneys' fees, penalties and damages that may result therefrom.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Engineer.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Engineer Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Engineer reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Engineer that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Engineer will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Engineer will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Engineer's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Engineer will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and the Engineer in consultation with Owner, and shall not unreasonably encumber the site with materials, equipment, or construction debris. Within tendays after Contract is executed by all parties, Contractor is to submit a detailed construction schedule indicating

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where the Contractor will be performing Work and the estimated time when balcony Work will be performed to allow unit Owners to remove personal items. Contractor will also submit for Owner approval a detailed Tenant Protection Plans per bidding requirements, indicating all proposed areas of Work, staging areas, and any additional space allocations the Contractor needs to perform their Work.

§ 9.10.1 Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After the equipment is no longer required for the Work, it shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, and all other adversities is solely the responsibility of the Contractor. The Contractor shall ensure that the Work, at all times, is performed in a manner that affords access, both vehicular and pedestrian, to the site of the Work and all adjacent areas. The Work shall be performed, to the fullest extent possible, in such a manner that public areas adjacent to the site of the Work shall be free from all debris, building materials, and equipment likely to cause hazardous conditions. Contractor to submit Tenant Protection Plan that addresses remediation of hazardous conditions as per bidding requirements.

§ 9.10.2 The Contractor and any party for whom the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.

§ 9.10.3 Without limitation of any other provision of the Contract Documents, the Contractor shall minimize any interference with the occupancy or beneficial use of (i) any area and building adjacent to the site of the Work, and (ii) the building. Without prior approval of the Owner, the Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and parking areas other than those designated by the Owner.

§ 9.11 Cutting and Patching

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

§ 9.12 Cleaning Up

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

§ 9.13 Access to Work

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

§ 9.14 Royalties, Patents and Copyrights

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

§ 9.15.3 Provided the Contractor has given notice as set forth in Article 16.1, the Contractor shall not be responsible for damage to or loss of personal property of unit owners or others—such as plants, patio furniture, umbrellas, screens, and barbecue grills—when located on or near balconies or in common areas undergoing Work. The Contractor shall also not be responsible for damage to interiors (drywall, baseboards, flooring) or personal property inside units adjacent to Work areas, unless caused by gross negligence, recklessness, or intentional misconduct by the Contractor or those employed or controlled by it. The Contractor shall take reasonable precautions to prevent interior damage. Owners are responsible for removing electronics, wiring, and personal items from areas adjoining the Work. The Contractor shall not be liable for incidental damage to flooring, ceilings, drywall, stucco, trim, wiring, alarm systems, or other interior elements unless caused by a failure to exercise due care, recklessness, or intentional misconduct. The Contractor is also not responsible for protecting balcony tile when directed by the Engineer to perform repairs that leave portions of existing tile in place. The Contractor shall make all reasonable efforts to protect property and prevent damage to areas adjacent to the Work.

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§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. 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 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 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 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ENGINEER

§ 10.1 The Engineer will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Engineer issues the final Certificate for Payment. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Engineer Consent shall not be unreasonably withheld.

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

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

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

§ 10.6 The Engineer has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Engineer will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Engineer will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Engineer will make initial decisions on

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all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Engineer of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Engineer has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Engineer, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Engineer, or by written Construction Change Directive signed by the Owner and Engineer. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Engineer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Engineer will make an interim determination of the amount of payment due for purposes of

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certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Engineer will prepare a Change Order.

§ 13.3 The Engineer will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Engineer and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Engineer promptly and before conditions are disturbed.

§ 13.5 If adverse weather conditions, including severe storms or hurricanes, are forecast and upon written notice from the Engineer or Association, Contractor shall take all necessary precautions to secure the Work site, including securing its equipment and materials, removing pipe or swing-stage scaffolding that could become projectiles, and protecting exposed Work from damage. As directed by the Engineer or Association, Contractor shall take reasonable measures to prevent damage to other areas of the Association's property.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Engineer in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Engineer determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Engineer may determine, subject to the provisions of Article 21. All requests for extensions of time other than those associated with changes in the Work must be submitted in writing to Association representative within five (5) business days of the event giving rise to the delay and must describe the event and actions taken to minimize the impact thereof. Engineer shall act reasonably in granting Contractor's extensions of time for delays. Except as otherwise provided in this Contract, all extensions of time shall be authorized only by a written Change Order executed by Owner.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 All applications for payment shall be based on the completion of quantities of Work at the lump sum and unit prices stated in Exhibit "A"

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days

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of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Engineer, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Engineer with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Engineer of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 15.3 Applications for Payment

§ 15.3.1 The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Engineer require; shall reflect retainage if provided for in the Contract Documents; Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 Neither the Owner nor Engineer shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

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

§ 15.4 Certificates for Payment

§ 15.4.1 The Engineer will, within ten (10) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor and Owner of the Engineer's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluations of the Work and the data in the Application for Payment, that, to the best of the Engineer's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Engineer. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Engineer may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Engineer's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Engineer is unable to certify payment in the amount of the Application, the Engineer will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which the Engineer is able to make such representations to the Owner. The Engineer may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- 1 defective Work not remedied; including, without limitation, items remaining to be completed.

(Paragraph deleted)

- 2 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials, or equipment.
- 3 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 4 damage to the Owner or a Separate Contractor;
- 5 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- 6 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Engineer's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

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

(Paragraph deleted)

§ 15.5.2 Owner may elect, in the Owner's sole discretion, to make any payment requested by the Contractor on behalf of a subcontractor of any tier jointly payable to the Contractor and such subcontractor. The Contractor and such subcontractor shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint payment be construed to create any (i) contract between the Owner and a subcontractor, (ii) obligations from the Owner to such subcontractor, or (iii) rights and such subcontractor against the Owner.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor.

Contractor shall take appropriate action as required to remove the lien within ten (10) days from receipt of Owner notification of the lien. In the event Contractor shall not pay or furnish or bond for such lien, Owner may discharge such lien and all expenses incurred, including costs and attorneys' fees, shall be deducted from the any remaining amounts due the Contractor. The term "Lienors" as used in this paragraph or elsewhere in the Contract Documents shall be as that term is defined by Florida's "Construction Lien Law" (Chapter 713, Florida Statutes).

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Engineer 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 the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Engineer determines that the Work or designated portion thereof is substantially complete, the Engineer will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Final Completion of the work.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3

(Paragraphs deleted)

Final Completion shall mean the date when all conditions precedent to Final Payment as outlined in Sections 4.2.1 and 15.7.2 of the Contract have been satisfied, as confirmed by Engineer in writing. Final Completion shall be achieved within thirty (30) days from Contractor's receipt of the punch list, time being of the essence.

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

§ 15.7.5 Unless the non-conforming condition is accepted in writing by the Owner, neither the Owner's review, approval, nor payment for any Work under the Contract Documents shall be construed as a waiver of any rights or claims arising from the performance of this Contract. The Contractor shall remain liable to the Owner under applicable law for all damages caused by the Contractor's failure to properly perform any portion of the Work. The rights and remedies provided to the Owner under this Contract are in addition to any other rights and remedies available by law.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

Owner shall have no responsibility for the safety, protection or security of Contractor's personnel or property, including, without limitation, Contractor's employees, agents, Lienors or their property. It shall be the sole responsibility of Contractor to secure, safeguard and protect its material and equipment from damage or theft until formally accepted, in writing, by Owner.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Engineer or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§16.1.2 The Contractor shall not be responsible for damage caused by the Owner or any third party not working under the Contractor's direction. Before starting Work in any area, the Contractor shall provide written notice to the Association and its Engineer identifying the area as a "construction zone," along with a schedule showing when areas will be converted into construction zones. Access to construction zones shall be limited to the Contractor, its personnel, the Engineer, and authorized Association representatives. The Contractor shall not restrict unit owner access to their units for more than four (4) consecutive hours and shall, to the extent reasonably practicable, allow access to walkways through construction zones. The Contractor shall not be responsible for injury or damage resulting from personal property left in construction zones or unauthorized entry, provided the Contractor gives at least seven (7) days' notice of construction zones and properly marks them, unless caused by the Contractor's recklessness or willful misconduct. The Association is responsible for removing personal items from balconies, storage areas, and other Work areas. Prior to Work, the Contractor shall issue a Tenant Protection Plan and video record the condition of areas adjacent to the building. Work and storage areas shall be maintained in a neat condition, and the Contractor shall prepare progressive drawings for all locations where Work was performed. The Contractor shall not be responsible for damage to personal property on balconies, in common areas, or inside units adjacent to Work areas, unless caused by the Contractor's negligence, recklessness, or willful misconduct. The Contractor is also not responsible for testing or remediation of pre-existing lead or asbestos-containing materials.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Engineer of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from

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performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ 1,000,000.00) each occurrence, (\$ 2,000,000.00) general aggregate, 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims
(Paragraphs deleted)
including

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

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

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional

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certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Engineer, and the Engineer's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Engineer and the Engineer's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.) Contractor shall maintain all required workers' compensation insurance and ensure that no employee or representative exempt under Florida law performs work on the Premises. Contractor shall require all parties working under its direction on the Premises to carry workers' compensation insurance; if not, Contractor shall indemnify and hold Owner harmless from any related claims. All subcontractors must maintain insurance coverage meeting or exceeding the limits in Article 17.1 throughout the Work. Subcontractors must also be named as additional insureds, and proof of insurance must be provided. Before starting work, Contractor shall submit Certificates of Insurance for itself and all subcontractors for Owner's approval.

(Table deleted)

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

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

§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Engineer and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 17.2.3 Other Insurance Provided by the Owner

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

Coverage	Limits
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§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 If required by the Owner, Contractor shall furnish performance and payment bonds covering faithful performance of the Contract and payment of obligations as set forth in Section 3.2 of the Contract Documents. If the Owner elects to obtain such bonds and notifies Contractor in writing before mobilization, Contractor shall invoice, and the Association shall pay, an initial Bonding Fee equal to 3% of the Contract Sum as a condition precedent to Contractor's obligation to furnish the bonds. If the Contract Sum later increases, the Association shall pay an additional 3% Bonding Fee on the increase. Bonds shall be in the form of the standard AIA A312, modified only to reference Florida law.

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

§ 17.3.3 If required by Owner before commencement of any Work, Contractor shall furnish a Performance Bond, using AIA Form A312, and an Unconditional Payment Bond, in accordance with Section 713.23, Florida Statutes, in the amount of the Contract Sum. The Payment and Performance Bond shall be furnished by a surety licensed in the State of Florida and acceptable to Owner, naming the Association as obligee and conditioned that the Contractor shall perform all Work required by the Contract Documents in a satisfactory and workmanlike manner. The Unconditional Payment and Performance Bonds shall be delivered to Owner within ten (10) days after Contractor has received payment for the Bonds, time being of the essence.

§ 17.3.4 The surety's obligation under the Performance Bond shall secure performance of Contractor's warranty obligations for only one (1) year after Final Completion of the Work; Contractor shall be solely responsible for all warranty obligations under this Agreement that exceed one (1) year.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Engineer's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

(Paragraphs deleted)

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

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§ 19.3 Tests and Inspections

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

§ 19.4 The Owner's representative:

(Name, address, email address and other information)

Las Vista in Inverrary Condominiums Association, Inc.
3533 Inverrary Drive,
Lauderhill, FL 33319

§ 19.5 The Contractor's representative:

(Name, address, email address and other information)

Jose Alfredo Montes
2247 Palm Beach Lakes Blvd S.205
West Palm Beach, FL 33409
Alfredo@alcontractorsfl.com
954-295-7241

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

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Engineer fails to certify payment as provided in Section 15.4.1 for a period of twenty (20) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.2, through no fault of Contractor, for a period of twenty (20) days from the Engineer's receipt of an Application for Payment, the Contractor may, upon ten (10) additional days' notice with an opportunity to cure to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for Work executed in accordance with the Contract Documents and approved by Engineer through the date of termination, and all damages recoverable under Florida law for Owner's default, excluding consequential damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, the excess shall be paid to the Contractor. If the costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The Engineer shall certify the amount to be paid, upon application, and this payment obligation survives termination. All warranties apply from the date of termination for Work completed by the Contractor and accepted by the Engineer.

§ 20.3 Termination by the Owner for Convenience

The Owner may terminate the Contract for convenience at any time with 30 days' written notice. In such event, the Owner shall pay Contractor for Work performed and approved by the Engineer through the termination date, costs incurred due to termination (including subcontract termination costs), and reasonable lost overhead and profit on unperformed Work equal to 15% of the unperformed Contract Sum. All warranties apply from the date of termination for Work completed and accepted by the Engineer.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Engineer but excluding those arising under Section 16.2, shall be referred initially to the Engineer for decision, claims, disputes and other matters relating to the execution or progress of the Work or the interpretation of or performance under the specifications shall also be rendered initially to the Engineer for a decision, which shall be rendered in writing within a reasonable time. Any and all interpretations by Engineer are without prejudice to the rights of the parties at law or equity.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Engineer within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing.

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delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

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

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

Las Vistas in Inverrary Condominium Association, Inc.

A & L CONTRACTING INC

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

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NOTICE OF COMMENCEMENT

Bdy # G

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

PERMIT NUMBER: 25070127

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 494123CH0000
SUBDIVISION BLOCK TRACT LOT BLDG UNIT

2. GENERAL DESCRIPTION OF IMPROVEMENT:
Concrete Restoration

3. OWNER INFORMATION: a. Name LAS VISTAS IN INVERRARY CONDO ASSN BUILDING G
b. Address 3541 INVERRARY DR BUILDING G' LAUDERHILL, FL 33313. c. Interest in property
Name and address of fee simple titleholder (if other than Owner)

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:
A & L CONTRACTING INC - 2247 Palm Beach Lakes Blvd, S.205 West Palm Beach, FL 33409 800-746-9395

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes
NAME, ADDRESS AND PHONE NUMBER:

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes
NAME, ADDRESS AND PHONE NUMBER:

9. Expiration date of notice of commencement (the expiration date will be 1 year after the date of recording unless a different date is specified):

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or sworn to (or affirmed) by online notarization, this day of
20 by who is personally known or produced the following type of identification:
(Name of Signer)

Notary Stamp

(Signature of Notary Public)

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).



NOTICE OF COMMENCEMENT

Bldg# J

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

PERMIT NUMBER: 25070129

1. DESCRIPTION OF PROPERTY (Legal description & street address, if available) TAX FOLIO NO. 494123CK0000

SUBDIVISION _____ BLOCK _____ TRACT _____ LOT _____ BLDG _____ UNIT _____

2. GENERAL DESCRIPTION OF IMPROVEMENT:
Concrete Restoration

3. OWNER INFORMATION: a. Name LAS VISTAS IN INVERRARY CONDO ASSN BUILDING J

b. Address 3521 INVERRARY DR BUILDING J LAUDERHILL, FL 33313.

c. Interest in property _____

Name and address of fee simple titleholder (if other than Owner) _____

4. CONTRACTOR'S NAME, ADDRESS AND PHONE NUMBER:

A & L CONTRACTING INC - 2247 Palm Beach Lakes Blvd, S.205 West Palm Beach, FL 33409 800-746-9395

5. SURETY'S NAME, ADDRESS AND PHONE NUMBER AND BOND AMOUNT:

6. LENDER'S NAME, ADDRESS AND PHONE NUMBER:

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

8. In addition to himself or herself, Owner designates the following to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes:
NAME, ADDRESS AND PHONE NUMBER: _____

9. Expiration date of notice of commencement (the expiration date will be 1 year after the date of recording unless a different date is specified): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE OF THE IMPROVEMENT BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Signature of Owner or
Owner's Authorized Officer/Director/Partner/Manager

Print Name and Provide Signatory's Title/Office

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or sworn to (or affirmed) by ☐ online notarization, this _____ day of _____ 20____ by _____, who is personally known _____ or produced the following type of identification: _____
(Name of Signer)

Notary Stamp

(Signature of Notary Public)

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

Rev. 06/2025 (Recording)

RESET FORM

ASL Contracting Inc - Bid # 2

Las Vistas Condominium
3521 Inverrary Dr (Bldg. J)
Lauderhill, FL 33319

Walkways & Staircases				Comments	
Description	Unit	Quantity	Unit Price	Total	
Column Repairs	C.F.	10	\$380.00	\$3,800.00	See S&D Drawings & Specs
Block Wall Repairs with Mesh & Stucco	SF	60	\$55.00	\$3,300.00	See S&D Drawings & Specs
Slab Edge Repairs 10"	L.F.	18	\$110.00	\$1,980.00	See S&D Drawings & Specs
Slab Repairs Partial Depth (4")	SF	325	\$100.00	\$32,500.00	See S&D Drawings & Specs
Slab Repairs Full Depth	SF	22	\$120.00	\$2,640.00	See S&D Drawings & Specs
Slab Repairs (Full Depth)	SF	20	\$110.00	\$2,200.00	See S&D Drawings & Specs
Slab Overhead Repair	Each	190	\$20.00	\$3,800.00	See S&D Drawings & Specs
Rust Spot Repairs	SF	350	\$25.00	\$8,750.00	See S&D Drawings & Specs
Stucco With Hot Primer	L.F.	0	\$0.00	\$0.00	See S&D Drawings & Specs
Handrail Removal & Reinstallation	L.F.	1040	\$12.00	\$12,480.00	See S&D Drawings & Specs
Slab Crack Repairs (V Groove & Epoxy)	L.F.	55	\$60.00	\$3,300.00	See S&D Drawings & Specs
Expansion Joint Replacement	Each	25	\$55.00	\$1,375.00	See S&D Drawings & Specs
Staircase Post Pocket Repairs	SF	235	\$25.00	\$5,875.00	Limited Area
Flash Patch to Eliminate Indentions	SF	7075	\$3.00	\$21,225.00	Ground Floor, 2nd, 3rd & 4th Floor
Walkway Floor Slab Scarification	SF	1650	\$6.00	\$9,900.00	Sika Waterproofing
Walkway Ground Floor Waterproofing (Breathable Waterproofing)	SF	6000	\$14.00	\$84,000.00	Sika Waterproofing
Walkway 2nd, 3rd & 4th Floor Waterproofing (Sika M200/ TC225)	SF	900	\$14.00	\$12,600.00	Allowance
Staircase & Landing Waterproofing (Sika M200/ TC225)	L.F.	1200	\$7.00	\$8,400.00	
Misc. Caulking (Sika)			Total	\$218,125.00	

Misc. Items				Comments	
Description	Unit	Quantity	Unit Price	Cost	
Only Walkways & Staircase Repairs are Included	Lump Sum	1	\$16,000.00	\$16,000.00	For Entire Construction Duration
Contractor Mobilization & General Condition	Lump Sum	1	\$8,000.00	\$8,000.00	As Per Regulating Agencies
Safety & Overhead Protection During Construction	Lump Sum	1	At Cost		To Be Paid By The Client
Building Department Permitting Fee	Lump Sum	1	\$6,000.00	\$6,000.00	As Required
Shoring During Construction	Lump Sum	1	\$26,500.00	\$26,500.00	Benjamin Moore Specs
Painting of the Entire Front Of The Building (All Previously Painted Surfaces)	Lump Sum	1	\$18,500.00	\$18,500.00	Benjamin Moore Specs
Painting of the Walkway Railings (All Floors)	Lump Sum	1	\$16,000.00	\$16,000.00	Benjamin Moore Specs
Painting of Mansard on front of the Building	Lump Sum	1	\$2,000.00	\$2,000.00	Benjamin Moore Specs
Painting of ADA Ramps & Sidewalks	Lump Sum	5	\$175.00	\$875.00	Allowance
Misc. Electrical Repairs	Man Hours			\$93,875.00	
Total Project Cost				\$312,000.00	

Optional Repairs				Comments	
Description	Unit	Quantity	Unit Price	Cost	
Any other Repairs to Exterior & Balconies are not Included	Lump Sum	1	\$0.00	\$0.00	If Required
ADA Ramps & Sidewalk Repairs are not Included	Lump Sum	1	\$0.00	\$0.00	If Required
Hurricane Mobilization & Demobilization Category I & II	Lump Sum	1	\$0.00	\$0.00	If Required
Hurricane Mobilization & Demobilization Category III & IV	Lump Sum	1	\$0.00	\$0.00	If Required
Performance Bond					

Estimated repair quantities were based on visual observation and tapping of the accessible areas of concrete surface. S&D will not be responsible and deemed liable for any missed required and/or recommended additional repairs, including but not limited increased repair quantities, any foreseen conditions, or errors and/or omissions. The repair quantity sheet has a shelf life of 180 days

AsL Contracting Inc

Bldg # G

NOTE: 3-Story Building

Las Vistas Condominium
3541 Inverrary Dr (Bldg. G)
Lauderhill, FL 33319

Walkways & Staircases				
Description	Unit	Quantity	Unit Price	Total
Column Repairs	C.F.	8	\$380.00	\$3,040.00
Beam Repairs	C.F.	5	\$380.00	\$1,900.00
Slab Edge Repairs 10"	L.F.	13	\$110.00	\$1,430.00
Slab Repairs Partial Depth (4")	S.F.	245	\$100.00	\$24,500.00
Slab Repairs (Full Depth)	S.F.	16	\$120.00	\$1,920.00
Slab Overhead Repairs	S.F.	15	\$110.00	\$1,650.00
Rust Spot Repairs	Each	140	\$20.00	\$2,800.00
Stucco With Hot Primer	S.F.	265	\$25.00	\$6,625.00
Handrail Removal & Reinstallation	L.F.	0	\$0.00	\$0.00
Slab Crack Repairs (V Groove & Epoxy)	L.F.	780	\$12.00	\$9,360.00
Expansion Joint Replacement	L.F.	45	\$60.00	\$2,700.00
Staircase Post Pocket Repairs	Each	20	\$55.00	\$1,100.00
Flash Patch to Eliminate Indentations	S.F.	175	\$25.00	\$4,375.00
Walkway Floor Slab Scarification	S.F.	5300	\$3.00	\$15,900.00
Walkway Ground Floor Waterproofing (Breathable Waterproofing)	S.F.	1240	\$6.00	\$7,440.00
Walkway 2nd & 4th Floor Waterproofing (Sika M200/TC225) 2nd & 3rd	S.F.	4500	\$14.00	\$63,000.00
Staircase & Landing Waterproofing (Sika M200/TC225)	S.F.	675	\$14.00	\$9,450.00
Misc. Caulking (Sika)	L.F.	900	\$7.00	\$6,300.00
			Total	\$163,490.00

Only Walkways & Staircase Repairs are Included

Misc. Items				
Description	Unit	Quantity	Unit Price	Cost
Contractor Mobilization & General Condition	Lump Sum	1	\$13,000.00	\$13,000.00
Safety & Overhead Protection During Construction	Lump Sum	1	\$6,000.00	\$6,000.00
Building Department Permitting Fee	Lump Sum	1	At Cost	At Cost
Shoring During Construction	Lump Sum	1	\$4,000.00	\$4,000.00
Painting of the Entire Front of the Building (All Previously Painted Surfaces)	Lump Sum	1	\$20,000.00	\$20,000.00
Painting of Walkway Railings (All Floors)	Lump Sum	1	\$13,900.00	\$13,900.00
Painting of Mansard on Front of The Building	Lump Sum	1	\$12,000.00	\$12,000.00
Painting of ADA Ramps & Sidewalks	Lump Sum	1	\$2,000.00	\$2,000.00
Misc. Electrical Repairs	Man Hours	5	\$175.00	\$875.00
		Misc. Items Cost		\$71,775.00
		Total Project Cost		\$235,265.00

Any other Repairs to Exterior & Balconies are not Included
ADA Ramps & Sidewalk Repairs are not Included

Optional Repairs				
Description	Unit	Quantity	Unit Price	Cost
Hurricane Mobilization & Demobilization Category I & II	Lump Sum	1	\$5,000.00	\$5,000.00
Hurricane Mobilization & Demobilization Category III & IV	Lump Sum	1	\$8,000.00	\$8,000.00
Performance Bond	Lump Sum	1	3%	

Estimated repair quantities were based on visual observation and topping of the accessible areas of concrete surface. S&D will not be responsible and deemed liable for any missed required and/or recommended additional repairs, including but not limited increased repair quantities, or errors and/or omissions. The repair quantity sheet has a shelf life of 180 days

