

 AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the date (the “Effective Date”) this Agreement is executed in full by Project Manager, Owner and Contractor (as each such term is defined below).

BETWEEN the “Project Manager”, as agent for the District Board of Trustees of Broward College, Florida (the “Owner”)

13TH FLOOR BROWARD NORTH MANAGER, LLC

c/o 13TH Floor Investments, LLC

2850 Tigertail Ave, Suite 701

Miami, Florida 33133

and the Contractor:

DOWNRITE ENGINEERING CORPORATION

14241 Southwest 143 Court

Miami, Florida 33186

for the following Project:

Civil/site work, including the expansion of the north lake and construction of certain stormwater improvements located at parking lot 1917 and 1942), the construction and installation of a new IPS law enforcement motor course (the “Replacement Motor Course”), any required tree removal in connection with any of the foregoing and the construction of certain other improvements at the Broward College A. Hughes Adams Central Campus as designated on the plans and specifications identified in **Exhibit B** hereto.

The Engineer:

Thompson & Associates, Inc.

412 South 18th St.

Fort Lauderdale, Florida 33316

The Project Manager and Contractor agree as follows.

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ARTICLE 1 THE CONTRACT DOCUMENTS

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

- .1 this Agreement, including the Contractor's Proposal (which shall serve as the basis for the Schedule of Values) attached as **Exhibit A** hereto and which is incorporated subject to the provisions in the opening of such **Exhibit A**, the plans and other Project documents as referenced therein as **Exhibit B** hereto, the access to Broward Owner Building Plans Requirements as set forth as **Exhibit C**, the Contractor Code of Policy Acknowledgement attached as **Exhibit D** hereto (to be executed by Contractor in conjunction with execution of this Agreement, the Sale Tax Exemption as attached as **Exhibit E**, and
- .2 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The "Contract Time" is the number of calendar days available to the Contractor to fully complete the Work as measured from the date of commencement, and subject to such adjustments as expressly provided in this Agreement and pursuant to the Contract Documents.

§ 2.2 Date of Commencement:

The date of commencement shall be the date set forth in the Project Manager's written notice to proceed, such notice for purposes of this Section 2.2, being effective by email. In no event shall Project Manager's notice to proceed require commencement of the Work prior to issuance of permits required for same.

§ 2.3 Substantial Completion and Final Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the Work not later than the time established below. Final Completion must be achieved within 30 calendar days of the date of Substantial Completion, subject to adjustments of the Contract Time as provided in this Agreement.

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

☒ [X] Not later than Three Hundred (300) days from the date of commencement.

☐ [N/A] By the following date: N/A

ARTICLE 3 CONTRACT SUM

§ 3.1 The "Contract Sum" is the stipulated amount of **Five Million Three Hundred Seventy Two Thousand Dollars (\$5,372,000)**; subject to additions and deductions for any allowances or unit prices as provided below and in accordance with Article 10. The Contract Sum includes all items and services necessary for the proper execution and completion of the Work, including without limitation, all hauling and disposal fees, labor, materials, subcontract work, equipment, general conditions and requirements costs, taxes and tariffs (subject to Section 8.6), fees and profit, and allocations for all overhead and administrative expenses, insurance and bond premiums, as required pursuant to this Agreement.

§ 3.1.1 The Contractor's mark-ups for costs for insurance, overhead, profit and other administrative costs and expenses are included in the Contract Sum as set forth in Section 10.1.

§ 3.2 The Contract Sum is allocated as set forth in the Proposal attached as **Exhibit A** which shall serve as the basis for the Contractor's initial Schedule of Values.

§ 3.3 Allowances, if any, included in the Contract Sum are as follows: As and to the extent expressly set forth in **Exhibit A**.

§ 3.4 Unit prices, if any, are as follows: As and to the extent expressly set forth in **Exhibit A**.

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Engineer, the Contractor shall be paid, in accordance with Article 12, as follows:

§ 4.1.1 Provided that an Application for Payment is received by the Project Manager and Engineer not later than the 25th day of a month, the Project Manager shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received after the application date fixed above, payment of the amount certified shall be made by the Project Manager not later than 30 days after receipt and certification of the Application for Payment. The Contractor acknowledges and agrees that for purposes of any

applicable prompt payment laws an Application of Payment shall not be deemed to have been delivered unless and until the Contractor has provided all supporting documentation as provided in Section 4.1.2 and as required pursuant to Article 12.

§ 4.1.2 Each Application for Payment shall also include the following, all in form and substance satisfactory to the Project Manager: (i) a current Contractor's progress lien waiver and release conditioned upon receipt of payment of amounts then due, (ii) the Contractor's sworn statement showing all Subcontractors and materialmen with whom the Contractor has entered into subcontracts, the amount requested and to be paid to any Subcontractor with respect to such application for Payment; (iii) conditional lien waivers for Subcontractors included in such Application for Payment, together with unconditional and confirming lien waivers for same in the next monthly period from all Subcontractors for prior payments received; and (iv) all such other information and materials required to comply with the requirements of the Contract Documents or as reasonably required by the Project Manager. All lien waiver forms, whether on account of progress payments or final payment, shall be in such form as reasonably acceptable to the Project Manager.

§ 4.1.3 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Project Manager or Engineer may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. The initial schedule of values allocations are as per **Exhibit A**.

§4.1.4 For each progress payment, the Owner shall withhold retainage in the amount of ten percent (10%) of such invoiced through Substantial Completion. Upon payment following Substantial Completion, the retainage shall be paid to the Contractor other than as set forth in Section 12.4.1. Notwithstanding the foregoing or anything to the contrary in this Agreement, the Contractor may request early release of retainage for those trades that have fully closed out and completed their relative Work prior to completion of the entire work hereunder, any such approval being subject to the Owner's approval not unreasonably withheld.

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

§ 4.1.6 Upon written notice to the Contractor, and a seven (7) day cure period, the Project Manager and Owner reserve the right to communicate directly with Subcontractors and/or to make payments to such parties directly or jointly payable to the Contractor where in the Owner's or Project Manager's reasonable determination such direct or joint payments are necessary for protection of the Project Manager's and Owner's interests based on a failure by the Contractor to remit payments to persons or parties on account of the Work, provided that neither shall have no obligation to do so.

§ 4.2 Interest

Payments due and unpaid under this Agreement shall bear interest at the statutory rate of 1.5% per month where the Contractor has provided the Project Manager with written notice of payment delinquency with not less than seven (7) days to cure same and absent cure, interest shall accrue thereafter on the past due amount until paid.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Article 5. The coverages and limits as set forth herein are minimums are not intended to limit any coverage carried by the Contractor or Subcontractors. Further such coverages and/or limits, as the case may be, to be adjusted, without need for further notice or writing, to include any higher limits or additional coverages as required to comply with statutes or regulations governing such Work, provided that any such requirements pursuant to the aforementioned shall not be interpreted to omit or reduce any minimum requirements of this Article 5. The Contractor shall deliver to the Project Manager certificates, or at the request of the Project Manager certified copies, of the policies evidencing the insurance required pursuant hereto before the commencement of the Work and from time to time at the request of the Project Manager for as long as the Contractor and Subcontractors are required to maintain such insurance.

§ 5.1.1 Commercial general liability coverage to be written on a broad form (endorsed per project/per location) with a per occurrence limit of not less than One Million Dollars (\$1,000,000), and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Coverage to include bodily injury (including coverage for death, mental anguish), property damage, premises-operations, independent contractors' protective, products-completed

operations, blanket contractual liability. Products and Completed Operations insurance shall be maintained for the period equal to the statute of repose for such claims in the State in which the Project is located. Coverage shall not include any Labor Law Exclusion, Action Over Exclusion, or Contractual Liability Exclusions. Such policy shall not be subject to deductible, nor may any portion of the limits may be satisfied through any form of self-insurance or self-insured retention, in excess of \$25,000.

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

§ 5.1.3 Workers' Compensation at statutory limits and Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

§ 5.1.4 Automobile liability and Property Damage insurance covering all owned, hired, or non-owned vehicles will be maintained with liability limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability.

§ 5.1.5 Contractor's Pollution Liability coverage with a per occurrence limit of not less than Three Million Dollars (\$3,000,000), and a general aggregate limit of not less than Three Million Dollars (\$3,000,000).

§ 5.1.6 Umbrella/excess liability coverage on a follow form per project/location with a limit of not less than Four Million Dollars (\$4,000,000) in the aggregate and per occurrence to be in excess of the underlying commercial general liability, employer's liability, and automobile liability. Such insurance shall be per project drop down as primary insurance in the event that the underlying insurance policy aggregate is exhausted. In no way shall this coverage be more restrictive than underlying general liability coverage required above.

§ 5.1.7 Contractor and Subcontractors are responsible for loss or damage to their own tools and equipment and all associated property and shall be insured under an Equipment Floater insurance.

§ 5.1.8 Other

§ 5.1.8.1 All policies must be written through a reputable and financially sound insurer duly authorized to transact that class of insurance in the state in which the Project is located and reasonably satisfactory to the Project Manager. In all instances, each insurer selected must be at least "A-" (Excellent) Class "X" in the most recently published "Best's Insurance Report." If an insurer's rating falls below "A-" (Excellent) Class "X" during the term of the policy, the insurance must be replaced no later than the renewal date of the policy with an insurer reasonably acceptable to the Project Manager having an "A-" (Excellent) Class "X" rating in the most recently published "Best's Insurance Report."

§ 5.1.8.2 Before starting its Work, the Contractor shall furnish to the Project Manager a valid original certificate of insurance and any and all endorsements (including but not limited to the additional insured endorsement) or riders thereto, evidencing compliance with all requirements contained in this Article 5 (all in form and substance reasonably satisfactory to the Project Manager). Failure of the Project Manager to demand such certificate or other evidence of full compliance with these insurance requirements or failure to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. The Project Manager shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site or performing Work pursuant to this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Project Manager.

§ 5.1.8.3 All policies shall be occurrence-based; shall be "primary" and non-contributing to any insurances (or self-insurance), including any deductible, maintained by, or provided to the Project Manager or the other additional insureds; and, to the extent permissible without impairment of coverage, shall contain a waiver of subrogation in favor of the Owner, Project Manager, and the other additional insureds, so that in no event shall the insurance carriers have any right of recovery against the Owner, Project Manager, or the other additional insureds, their agents or employees; and shall contain a separation of insured provision (severability of interest clause). If the Project Manager or Owner or another additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. Consistent with the forgoing, to the extent that the Project Manager or Owner is required to designate any person or entity not listed in this Article 5 as additional insured on the policies of liability insurance, such person or entity also shall be named as additional insured on the policies

procured by the Contractor (to the extent that such person or entity may be appropriately allowed by the carrier to be so named on such policies).

§ 5.1.8.4 All policies shall name all such persons and parties as set forth below as additional insureds:

- (i) 13th Floor Broward North Manager, LLC
- (ii) 13th Floor Adler Broward North, LLC
- (iii) 13th Floor Adler Broward South, LLC
- (iv) District Board of Trustees of Broward College, Florida and its officers, employees, agents, and volunteers
- (v) Owner's designated Project lenders
- (vi) The parent subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, assignees, managing agents, and mortgagees, as their interests may appear, successors and assigns of each of the persons and parties as set forth above.

§ 5.1.8.5 All insurance policies shall provide for an agreement by the insurer to give written notice to the Project Manager and Owner at least (30) days prior to the effective date of any cancellation, non-renewal, or modification of any such policies (such notice not exceeding (15) days in the event of non-payment of premium), which notice shall be evidenced by return receipt of United States registered or certified mail. In addition, the Contractor shall notify the Owner and Project Manager of any change in coverage of any insurance policy not less than (15) days prior to the change in the policy.

§ 5.1.8.6 Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply Project Manager updated replacement certificates of insurance (in form reasonably acceptable to the Project Manager), amendatory riders, and endorsements, together with evidence of payment of the premium, that clearly evidence the continuation of all of the terms and conditions of the coverage, limits of protection, and scope of coverage as was provided by the expiring certificates of insurance, and amendatory riders or endorsements as originally supplied.

§ 5.1.8.7 All such policies shall contain an endorsement covering any contractual indemnity by the Contractor and Subcontractors pursuant to this Agreement.

§ 5.1.8.8 Any Subcontractors engaged by the Contractor shall be required to maintain insurance coverages consistent with the terms and conditions set forth herein, specifically with respect to coverage type and endorsements (including no Labor Law Exclusion, Action Over Exclusion, or Contractual Liability Exclusion), subject to amendment as the Project Manager and the Contractor may mutually agree in writing.

§ 5.1.8.9 ANY INSURANCE LIMITS REQUIRED HEREIN ARE MINIMUM LIMITS ONLY AND NOT INTENDED TO RESTRICT THE LIABILITY IMPOSED ON THE CONTRACTOR OR SUBCONTRACTORS FOR WORK PERFORMED UNDER THE AGREEMENT.

§ 5.1.9 The Contractor shall be required to provide, prior to the Contractor's actual commencement of the Work but without extending any such required date of commencement directed pursuant to Section 2.2, performance and payment bonds in the amount of the Contract Sum, to secure payment and performance of all labor, services, materials, equipment, supplies, work and items to design, construct, equip, complete and warranty the Work as required pursuant to this Agreement. The bonds shall comply with the requirements of Section 255.05, Florida Statutes and shall include the Owner and Project Manager as co-obligees of all such bonds.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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

§ 6.2 The Work

The term "Work" means the civil and site work construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The Contractor shall be responsible for installing and maintaining all erosion and siltation controls for its Work as required by the Construction Documents and all applicable site permits. The Contractor shall make every effort to grade the site to ensure positive drainage and shall maintain the erosion and siltation control all in compliance with the Construction Documents.

§ 6.3 Intent

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

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

Documents prepared by the Engineer are instruments of the Engineer's service for use solely with respect to this Project. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Engineer.

§ 6.5 Notice

Written notice under this Agreement, may be given by one party to the other by email as set forth below, provided that where the party giving such notice is asserting a suspension, default, or termination, such party shall provide a follow-up notice by overnight mail or other means as provided in Section 15.8.

If to the Project Manager:

13th Floor Broward North Manager, LLC
c/o 13th Floor Investments, LLC
2850 Tigertail Ave, Suite 701
Miami, Florida 33133
Attention: Aaron Stolear, President of Development
Email: astolear@13fi.com

With a copies to Owner:

District Board Of Trustees of Broward College, Florida
3501 S.W. Davie Road, Building 23
Davie, Florida 33314
Attention: Associate Vice President of Facilities Management and Office of General Counsel

If to the Contractor:

Eric Miller, VP of Estimating
Downrite Engineering Corporation
14241 Southwest 143 Court
Miami, Florida 33186
Attention: Eric Miller
Email: emiller@downrite.com

ARTICLE 7 OWNER AND PROJECT MANAGER

§ 7.1 Project Manager as designated Owner's Agent

The Owner has engaged the Project Manager to serve as its agent and representative for the Project. All communications related to the Work, Project and this Contract shall be directed to the Owner by and through the Project Manager except where this Agreement provides otherwise or where Contractor is notified in writing by the Owner to the contrary. The general administration of the Project by the Project Manager is for the sole purpose of representing the Owner's interests. The Contractor, by execution of this Agreement, expressly (i) acknowledges that the Project Manager has no obligation for payment or any amounts due or owing or becoming due and owing on account of the Work, except to the extent of payments remitted by the Owner to the Project Manager on account thereof, and (ii) waives any rights or claims against Project Manager except to the extent received by the Project Manager pursuant to subpart (i) and not properly remitted to the Contractor. The Owner by execution of the acknowledgement to this Agreement expressly (i) acknowledges that the Project Manager has no obligation for payment or any amounts due or owing or becoming due and owing on account of the Work, except to the extent of payments remitted by the Owner to the Project Manager (or its agents) on account thereof, and (ii) waives any rights or claims against Project Manager except to the extent received by the Project Manager pursuant to subpart (i) and not properly remitted to the Contractor.

§ 7.2 Information and Services Required of the Owner or Project Manager

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

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

§ 7.3 Owner's/Project Manager's Right to Stop the Work

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

§ 7.4 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner or Project Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner or Project Manager may, without prejudice to other remedies, correct such deficiencies. In such case, the Project Manager approval of such payment, or Owner may withhold payment, and/or Engineer may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction.

§ 7.5 Owner's/Project Manager's Right to Perform Construction and to Award Separate Contracts

§ 7.5.1 The Owner and Project Manager reserve the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar observable site conditions and with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. Nothing herein shall limit the provisions of Section 3.2.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner or Project Manager. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Engineer. Nothing herein is intended or shall be construed as diminishing Contractor's right to rely on the accuracy of the Construction Documents.

§ 8.2 Contractor's Construction Schedule

The Contractor shall, following confirmation of the date of commencement, prepare and submit to the Project Manager and Engineer a construction schedule for the Work consistent with the Contract Time and requirements set forth in Section 2.3, such schedule to reflect the Contractor's sequencing and critical milestones for the Work.

§ 8.3 Supervision and Construction Procedures

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

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract and otherwise as requested by the Project Manager, shall furnish in writing to the Project Manager, through the Engineer, the names of subcontractors or suppliers for each portion of the Work.

§ 8.4 Labor and Materials

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

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

§ 8.5 Warranty

The Contractor warrants to the Project Manager, Owner and Engineer that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract

Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed. The Contract Sum includes all tariffs in effect, as applicable to the Work, as of the date of this Agreement; any adjustments to such tariffs shall be the basis for adjustment of the Contract Sum provided that the Contractor shall be responsible to reasonably document any such adjustments as and to the extent required by the Project Manager and/or the Owner. The Contract Sum presumes a sales tax exemption pursuant to **Exhibit E** hereto.

§ 8.7 Permits, Fees and Notices

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

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Project Manager and the Engineer in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations. The Contractor shall prepare, file, serve and post all required notices of commencement and completion as provided under applicable law.

§ 8.8 Submittals

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

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents. The Contractor shall be responsible for the protection of all existing structures, erosion and sediment control measures, construction silt fence, portable sanitation, street cleaning, and dust controls.

§ 8.10 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Contractor's Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials. The Owner does not require the use of any specific or designated disposal or carting company related to the Work.

§ 8.11 Indemnification

§8.11.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Project Manager, and such other parties as identified as Additional Insured under Section 5.1.8.4, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or related to the Work, including the negligent or willful acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, provided that such indemnity shall not include indemnification to the extent that any such claims, damages, losses or expenses are caused by the negligence of 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 8.11.1. In claims against any person or entity indemnified hereunder 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 obligations 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.

§8.11.2 To the extent Owner is not otherwise in default of its payment obligation hereunder, the Contractor shall indemnify and hold harmless the Owner from and against all claims or rights of lien, encumbrance, or security interest upon or against the Project site, the Work, the Project or any payments for which the Owner may be obligated to pay pursuant to this Agreement as a result of the Contractor's or Subcontractor's furnishing of labor, supplies, materials or equipment to the Project. In the event of any such lien, encumbrance or security interest not

released or bonded off by the Contractor within fifteen (15) days of Contractor's notice of same, the Owner shall have the right to retain out of any payment due, or to become due under this Agreement or any other agreement between the Owner and the Contractor, an amount sufficient to indemnify the Owner against such lien or claim, or to fully satisfy such liability, claim, or demand all in accordance with applicable law. The Owner shall also be entitled to charge against or deduct from any such payment all costs of defenses or collection with respect thereto, including reasonable attorneys' fees. Should any claim or lien develop after all payments are made hereunder, the Contractor shall refund to the Owner within ten (10) days of demand therefor all monies that the latter may be compelled to pay in discharging such claims or liens and all costs, including reasonable attorneys' fees incurred in collected said monies from the Contractor.

§8.11.3 Contractor shall indemnify and hold Owner and Project Manager harmless from any fines or penalties assessed against the Project Manager or Owner as a result of the Contractor's violation of or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority that bears upon the performance of the Work for which the Contractor is responsible pursuant to the Contract Documents.

§8.11.4 Contractor acknowledges and agrees that the Work and all labor and materials herein contracted for are being provided solely for the development and improvements of the Project and that any claim of lien of Contractor or its subcontractors or suppliers with respect to labor or materials furnished for the improvement of the Project is, and shall be, subordinate and inferior to the lien and security title of any deed to secure debt and security agreement encumbering the Project and given to secure any indebtedness now or hereafter incurred by Owner, to provide financing for all or any portion of the Project. Such subordination is and shall be effective without the need for any further written agreement or instrument of Contractor; but Contractor nonetheless agrees promptly to execute and deliver, in recordable form, any such written lien subordination agreement or acknowledgement which Owner may from time to time request. Contractor agrees to require each subcontractor to assume, toward Contractor, the subordination of lien rights set forth in this Section 8.11.4.

§8.11.5 The provisions of this Section 8.11 shall survive the expiration or earlier termination of this Agreement.

§ 8.12. The Contractor is not responsible for handling of hazardous materials or substances that may be found or encountered at the Project site. 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 Project Manager and Engineer of the condition. Upon receipt of the Contractor's written notice, the Project Manager shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Project Manager shall furnish in writing to the Contractor and Engineer the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Project Manager and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 8.12.1 Neither Project Manager nor Owner shall be responsible for hazardous materials or substances the Contractor brings to the site. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 8.12.2 The Contractor shall indemnify and reimburse the Owner and Project Manager for the cost and expense the Owner or Project Manager incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 8.12, except to the extent that the cost and expense are due to the Owner's or Project Manager's fault or negligence.

§ 8.12.3 If, without negligence on the part of the Contractor or Contractor's breach of obligations hereunder to properly handle, haul, or dispose of any such materials, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

ARTICLE 9 ENGINEER

§ 9.1 As to the extent required by the Project Manager, the Engineer will provide administration of the Contract as described in the Contract Documents. The Engineer will have authority to act on behalf of the Project Manager only to the extent provided in the Contract Documents.

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

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

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

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

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Project Manager, without invalidating the Contract, may order changes in the Work, with the Owner's consent, within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Project Manager and Contractor cannot agree to a change in the Contract Sum, the Project Manager shall pay the Contractor its actual cost plus the following overhead and profit:

- For change order work performed directly by the Contractor the mark-up is limited to 10% Overhead and 5% profit
- For change order work performed by a sub-contractor under the Contractor the mark-up is limited to a Subcontractor 10% overhead and 5% profit + Contractor 10% overhead and profit.

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

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

§ 10.4 No course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim of betterment or that the Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim to an increase in any amounts due under the Contract or a change in any time period provided for in the Contract Documents. The Contractor hereby expressly waives any such aforementioned claims or defenses based

on such claims. Except as may otherwise be expressly set forth in the Change Order, agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to, all direct and indirect costs associated with such change, any impact such change may have on the unchanged Work, and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 10.5 Except where the Project Manager has requested a change in Work which shall be addressed by a Change Order, where the Contractor believes that it is otherwise entitled to an adjustment of the Contract Sum and/or an extension of the Contract Time, the Contractor shall submit written notice of such claim to the Project Manager and the Engineer within ten (10) days of its occurrence. The Contractor shall strictly adhere to the notice requirement for such claims as provided herein; failure to provide such notice shall be deemed a waiver of any such claims by the Contractor.

ARTICLE 11 TIME

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

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment, such adjustment to not exceed actual delay impact to the Work. Excusable delays shall in no event include delays that could be limited or avoided by the Contractor's timely notice to the Project Manager of the delay. Excusable delays shall exclude any duration of delay that could have been avoided or mitigated by reasonable work-around or precautionary measures. Except for delays actually caused by the Project Manager, Owner, or Engineer, the Contractor's sole remedy shall be an adjustment of the Contract Time for excusable delays.

§ 11.2.1 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction, and are outside of anticipated delays as provided in Section 8.3.1.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

§ 12.2.1 The Contractor shall submit to the Project Manager and Engineer an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Project Manager or Engineer may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers, as well as, all tickets and manifests related to carting and soils. 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 Project Manager, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. For purposes of this Agreement and determining any statutory rights of payment, the Contractor acknowledges and agrees that an Application for Payment shall not be deemed to have been delivered by the Contractor and/or received by the Project Manager or any Owner's representative designated herein, unless and until all deliverables to be provided in connection therewith, including without limitation, as set forth in Section 4.1.2, have also been delivered.

§ 12.2.1.1 The allocations of the Contract Sum are set forth in Section 3.2 which shall be used to establish the schedule of values showing the divisions of the Work and allocation of the Contract Sum. The schedule of values shall be the basis against which the completed portions of the Work and the Contractor's Applications for Payment shall be measured. The Contractor shall not submit an Application for Payment on account of any such portion of the Work which exceeds the relative value of such element of the Work as provided therein. The Contractor shall submit with each Application for Payment, updates to the schedule of values to show allocated costs and percentage of completion relative to the divisions of Work set forth therein, provided that the Contractor shall not be permitted

to reallocate or adjust the schedule of values except in accordance with approved changes or other adjustments for allowances, alternates, and unit prices as provided in this Agreement.

§ 12.2.2 The Contractor warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

If so required by the Project Manager for approval of the Applications for Payment, the Engineer will, within seven (7) days after receipt of the Contractor's Application for Payment, either (1) issue to the Project Manager a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Project Manager a Certificate for Payment for such amount as the Engineer determines is properly due, and notify the Contractor and Project Manager in writing of the Engineer's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Project Manager of the Engineer's reason for withholding certification in whole. If certification or notification is not made within such seven (7) day period, the Contractor may, upon seven additional days' written notice to the Project Manager and Engineer, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.3.1 The Owner and Project Manager reserve the right, with notice to the Contractor, regardless of any certification or lack thereof by the Engineer pursuant to this Agreement to withhold from any amounts due or that become due, such amounts as reasonably necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions due to:

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner, Project Manager, or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time;
- .7 any breach of the provisions of this Agreement, including any failure to maintain insurance as required pursuant hereto (in which case Owner may use such amounts due hereunder to procure any such coverage);
- .8 the failure to carry out the Work in accordance with the Contract Documents; or
- .9 to allow for setoff for amounts due on account of charge-backs or other amounts due from Contractor to Owner as provided in this Agreement or the Contract Documents.

§ 12.3.2 The Owner and Project Manager reserve the right to communicate with Subcontractors and suppliers for purposes of verifying payments to such persons or parties, and shall have the right, but not the obligation, to remit payments on account of such Work and the Contract Sum directly to such persons or parties, or by check payable to the Contractor and such persons and parties where the Project Manager or Owner has reason to believe such payments have not been properly remitted.

§ 12.4 Progress Payments

§ 12.4.1 The Project Manager shall make payments in accordance with Section 4.1.1 on account of Work performed; all payments shall be subject to Retainage as set forth in Section 4.1.4, provided that Retainage shall be released to the Contractor with the payment upon Substantial Completion other than an amount equal to 200% of the value of remaining Work and the value of any then identified unresolved claims of the Project Manager; any such additional Retainage being paid with Final Payment.

§ 12.4.2 The Contractor shall promptly, not later than seven (7) days from receipt of payment from the Project Manager, pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Project Manager, Owner, nor the Engineer shall have responsibility for payments to a subcontractor or supplier.

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

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete and all pertinent information has been submitted to the Engineer for approval (does not include acceptance or approval by governing body) so that the Owner can occupy or utilize the Work for its intended use as determined by the Architect and/or Engineer. As it relates to Section 2.3 and Section 2.4 of this Agreement, Substantial Completion of any pad site shall mean such work is sufficiently complete such that vertical construction upon site is permissible, accessible and may commence without impediment.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Engineer will inspect the Work. When the Engineer finds the Work acceptable and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment. The Owner's final payment to the Contractor shall be made no later than the date that is the later thirty (30) days following satisfaction (or the Owner's written waiver of) the following conditions:

- .1 the Contractor has fully performed the Contract;
- .2 the Contractor shall have delivered to the Project Manager all necessary documentation and information to confirm all Work permits have been closed out;
- .3 Receipt by the Project Manager of (i) satisfactory proof that all claims, including taxes, growing out of the Work to be performed hereunder and any liens growing out of the same which shall have been filed or recorded, have been released; (ii) all reasonable and customary close-out deliverables, including without limitation carting, fill, and disposal manifests, and (iii) an affidavit that all mechanics, Subcontractors, materialmen and suppliers acting on behalf of Contractor have been fully paid together with the Contractor and Subcontractors' final lien waivers from all such persons that have or will be paid in full from the proceeds of Final Payment, in which case conditional final percentage waivers of lien shall be provided.

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

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

§ 12.6.4 OTHER PAYMENT CONDITIONS

§ 12.6.4.1 The sums paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all its duties and obligations under this Agreement and the Contractor shall have the full continuing responsibility for completion of the Work. Amounts paid by the Project Manager to the Contractor shall be received and held in trust by the Contractor to be remitted and applied in the first instance to all persons and parties performing or supplying any portion of the Work before the Contractor shall receive payment on account of its fees, overhead, or other expenses.

§12.6.4.2 Payments, whether in whole or in part, made on account of the Work shall not be conclusive evidence of satisfactory performance of the Work, nor shall such payments be construed to be evidence of acceptance of defective or non-conforming work or improper materials.

§12.6.4.3 Notwithstanding the fact that a dispute, controversy or question shall have arisen in the interpretation of any provision of this Agreement, the performance of any Work, the delivery of any material, the payment of any monies to the Contractor then in dispute, or otherwise, the Contractor agrees that it will not directly or indirectly stop, slow down or delay any Work or part of its Work on its part required to be performed or stop, slow down or delay the delivery of any materials on its part required to be furnished hereunder, and it shall continue to perform its Work pending the determination of such dispute or controversy, subject to the Project Manager's continued and timely payment of all undisputed amounts due.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take

reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

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

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

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

§ 14.4 Nothing contained in this Article 14 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 14.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other, provided that the Owner may assign this Contract to any (i) Project lender(s), (ii) the Owner or any affiliate of the Owner, (iii) or any successor in interest in the Project or the Project site.

§ 15.2 Tests and Inspections

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

§ 15.3 Governing Law & Disputes

This Agreement and all matters arising in connection with this Agreement shall be governed in all respects by, and construed and enforced in accordance with, the laws of the State in which the Project is located, without giving effect to principles of conflicts of law. Any legal action or proceeding with respect to this Agreement or the Work shall be brought exclusively in the courts of the State in which the Project is located, and, by execution and delivery of this Agreement, the parties hereby irrevocably accept for themselves in respect of their property, generally and unconditionally, the jurisdiction of the aforesaid courts. The parties hereby consent to the sole and exclusive jurisdiction of the aforementioned courts. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in such courts, and irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any action, suit or proceeding brought in any such court has been brought in an inconvenient forum. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE WORK, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE. The prevailing party in any such proceeding shall be entitled to an award of all reasonable costs and fees incurred in furtherance of thereof.

§ 15.4 Confidentiality

The Contractor shall treat all Project Manager information as confidential and proprietary and except as may be required for performance of the Work hereunder, or required to be disclosed by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute, the Contractor shall not disclose or disseminate any such information. The Contractor shall require all subcontractors to adhere to the confidentiality requirements as set forth herein.

§ 15.5 Signage, Marketing and Advertising

Except with the express prior written approval of the Owner, neither the Contractor or its subcontractors shall include photographic or artistic representations of the Project or otherwise make reference to this engagement, the Project, the Project Manager, the Owner or any persons or parties related thereto in any press release, marketing materials, speaking engagement, or through any other medium or media. All Project signage referring to the Contractor, other than notices required by applicable law, shall be subject to the Project Manager's and Owner's prior approval. The Contractor and its subcontractors are prohibited from obtaining affirmations from the Owner staff regarding its products or services; affirmations include any kind of testimonials or endorsements of the Contractor or its subcontractors as well as the products and/or services offered thereby. The Owner, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. The Contractor and its subcontractors are strictly prohibited from releasing any statements to the media regarding work performed under this Agreement without the review, and the express prior written approval of the Owner. The Owner's approval is at its sole discretion.

§ 15.6 Compliance with Immigrations Laws

Contractor and Subcontractors shall comply with all applicable provisions of the Immigration Reform and Control Act of 1986, Pub. L. 99-603, as the same may be amended, which makes it unlawful to hire, recruit or refer for a fee for employment, unauthorized aliens in the United States and which requires employees to verify identity and right to work in the United States through completion of Immigration and Naturalization Services Form I-9.

§ 15.7 Office of Foreign Assets Control Requirements

Contractor and Subcontractors, nor any of its or their affiliates, brokers or other agents acting in any capacity in connection with the transactions contemplated by this Agreement, is or will be (a) conducting any business or engaging in any transaction or dealing with any person appearing on the U.S. Treasury Department's OFAC list of prohibited countries, territories, "specifically designated nationals" (SDNs) or "blocked person" (each, a "Prohibited Person"), including the making or receiving of any contribution of funds, goods or services to or for the benefit of any such Prohibited Person; (b) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (c) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (d) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (e) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (i) any U.S. anti-money laundering law, (ii) the Foreign Corrupt Practices Act, (iii) the U.S. mail and wire fraud statutes, (iv) the Travel Act, (v) any similar or successor statutes, or (vi) any regulations promulgated under the foregoing statutes. The OFAC lists can be accessed at the following web address: <https://ofac.treasury.gov/>.

§15.8 Notices. Any notice or communication required to be given to either party to this Agreement may be provided pursuant to Section 6.5 and otherwise shall be in writing and signed by the party giving such notice and will be deemed sufficiently given and rendered if (a) delivered in person by a reputable messenger with an acknowledged receipt of delivery returned to the sending party, (b) sent by registered or certified mail, return receipt requested, (c) by a nationally recognized overnight carrier, or (d) by facsimile or email upon confirmation of delivery receipt by the sending party. Any such notice shall be deemed to be given at the time when the same was delivered if in person or mailed and each day's notice shall be construed to mean a period of twenty-four (24) hours from the time of mailing. Copies of all notices shall be delivered to the respective parties as set forth in the opening of this Agreement and as otherwise provided in Section 6.5.

§15.9 Project Lenders

The Contractor acknowledges that Owner may be financing all or part of the Work with a loan from one or more lenders (the "Lenders") and the Contractor agrees to comply with the commercially reasonable requirements of the Lenders that bear upon the performance of the Work and/or this Contract, including without limitation executing acknowledgements and consents as Lenders may reasonably require. The Contractor and all Subcontractors further acknowledge and agree, to the fullest extent permitted under permissible law, that any lien rights or claims of lien shall be subordinated to the rights and interests of such Lenders.

§15.10 No Waiver of Sovereign Immunity

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of

Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

Subject to Section 12.6.4.3 and subject to applicable law, if the Contractor's Work has been stopped for a period of thirty (30) consecutive days due to the Owner's failure to remit payment properly due or any other negligent or improper act or omission of Owner that causes the Project to stop for a period of thirty (30) consecutive days or more, the Contractor may, upon seven (7) additional days' written notice to the Project Manager and Owner and subject to Owner's right to cure within such time, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination. In the event of a payment default, the Contractor may, upon seven (7) days' written notice and absent the Project Manager's or Owner's cure within such time, may thereafter immediately stop Work until such time as the payment default is cured.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Project Manager or Owner may terminate the Contract if the Contractor

- .1 repeatedly or in a material manner 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 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Project Manager or Owner may without prejudice to any other rights or remedies of either and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice and opportunity to cure or, where such cure is not practicable within such seven day period, to commence and diligently pursue a cure provided that the time afforded to cure shall in no event be greater than twenty one (21) days, terminate employment of the Contractor and may

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

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

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

§ 16.2.5 Where a termination by the Owner or Project Manager pursuant to this Section 16.2 is determined to be wrongful or improper, such termination shall automatically, and without further notice, be converted to a termination pursuant to Section 16.3 below, effective as of the same date as the termination initially asserted.

§ 16.3 Termination by the Owner or Project Manager for Convenience

The Owner or Project Manager may, at any time, terminate the Contract for convenience and without cause upon seven (7) days prior written notice to the Contractor. The Contractor shall be entitled to receive payment for Work executed in compliance with the Contract Documents (such amounts to include, fee, insurance and general conditions costs) through the date of termination together with reasonable documented costs associated with demobilization and early termination (including fee applicable thereto). An election to terminate this Contract pursuant to this Section 16.3 shall not be construed as a waiver of Project Manager's or Owner's rights, claims or defenses in any dispute regarding or arising from or out of this Contract, the Work or the Project.

§ 16.4 Except as set forth in this Article 16, the Contractor, Project Manager and/or Owner shall not be entitled to any compensation or recovery of any damages in connection with any termination or suspension, including without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§17.1 Severability

If any provision of this Contract is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby.

§17.2 No Waiver

No provision of the Contract Documents shall be deemed to have been waived by either party, either expressly, impliedly or by course of conduct, unless such waiver is in writing and signed by such party, which waiver shall apply only to the matter described in the writing and not to any subsequent rights of such party. Except as expressly set forth in this Contract, no failure on the part of either party to exercise and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by either party of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right.

§17.3 No Presumption Against Drafting Party

This Contract shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract to be drafted. In the event of any action, suit, dispute or proceeding affecting the terms of this Contract, no weight shall be given to any deletions or striking out of any of the terms of this Contract contained in any draft of this Agreement and no such deletion or strike out shall be entered into evidence in any such action, suit, dispute or proceeding nor given any weight therein.

§17.4 No Personal Liability

In no event shall any present or future officer, director, employee, trustee, member or agent of the Project Manager, Owner or Contractor, respectively, have any personal liability, directly or indirectly and recourse shall not be had against any such officer, director, employee, trustee, member or agent, under or in connection with same. The Project Manager, Owner, and Contractor hereby, respectively, waive and release any such individuals of any and all such personal liability and recourse.

§17.5 Counterparts; Electronic Signatures

This Agreement and the Contract Documents may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or other generally accepted electronic means shall be effective as delivery of a manually executed counterpart of such document.

§17.6 Entire Agreement. This Agreement including all applicable attachments and exhibits which are incorporated by reference, shall constitute the entire agreement between the parties with respect to the Work and supersedes all prior agreements, proposals or understandings, whether written or oral with regard to such subject matter.

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

PROJECT MANAGER:
13TH FLOOR BROWARD NORTH MANAGER, LLC,
a Florida limited liability company

CONTRACTOR:
DOWNRITE ENGINEERING CORPORATION,
a Florida corporation

By: _____

Name:

Its:

Date: _____, 2025

By: _____

Name:

Its:

Date: _____, 2025

ACKNOWLEDGED AND AGREED TO THIS ____ DAY OF _____, 2025
BY THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By: _____

Name:

Its:

Exhibit A Proposal

The Proposal that follows is incorporated subject to the following:

- (i) Crossed out provisions in the Proposal that follows are intentionally deleted and shall be of no force or effect.
- (ii) The paragraph under the heading "Accepted" at the bottom of each page of the Proposal that follows is deleted and disregarded.
- (iii) The signature blocks of the Proposal are disregarded,
- (iv) The Section of the Proposal under "Notes" is hereby deleted in its entirety.
- (v) To the extent of conflicts between terms of the Proposal and the Agreement, each standing alone, the terms of the Agreement shall control.

Downrite Engineering Corporation 14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 254-1161				
PROPOSAL				
PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU		PHONE: 786-427-6441		DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701		JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS		
CITY, STATE, & ZIP CODE: MIAMI, FL 33133		E-MAIL: DBENHAMU@13FL.COM		Page 1 of 17

REVISED 09-30-2025
3501 SW DAVIE ROAD, DAVIE

DEMOLITION: PARKING LOT				
QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
1,565	LF	Curb Removal	\$ 10.00 / LF	\$ 15,650.00
355	SF	Sidewalk Removal	\$ 5.00 / SF	\$ 1,775.00
11,840	SY	Asphalt Removal	\$ 3.00 / SY	\$ 35,520.00
11,840	SY	Base Removal	\$ 3.00 / SY	\$ 35,520.00
100	LF	Pipe Removal - Storm	\$ 10.00 / LF	\$ 1,000.00
<i>Existing Storm Removal Not Shown - Estimated Budget (Field Quantities To Prevail)</i>				
1	EA	Catch Basin Removal	\$ 650.00 / EA	\$ 650.00
1	LS	Sawcut Existing	\$ 600.00 / LS	\$ 600.00
254	EA	Remove Wheel Stops	\$ 25.00 / EA	\$ 6,350.00
7	EA	Concrete Bollard Removal	\$ 100.00 / EA	\$ 700.00
4	EA	Light Pole Removal	\$ 850.00 / EA	\$ 3,400.00
29	EA	Remove Existing Sign	\$ 50.00 / EA	\$ 1,450.00
7	MON	Portable Toilet	\$ 900.00 / MON	\$ 6,300.00
1	LS	MOT & Traffic Control	\$ 2,500.00 / LS	\$ 2,500.00
Predicosted On Downrite Hauling Off To A Dump With Downrite Equipment Only. Franchise Fee Not Included.				
SUBTOTAL:				\$ 111,415.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 10th of the following month. Unit prices and extensions, when stated, are estimates only, made for the sake of convenience, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is extended in fact. The figures employed in this Proposal shall not be deemed a basis for availability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undivided, nonseverable, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or expenses, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

The above paragraph as found on each page of the Proposal is of no force or effect and to be treated as intentionally deleted.

Downrite Engineering Corporation

Authorized Signature _____
 Date _____

By: _____

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 2 of 17

EARTHWORK: PARKING LOT

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
4	AC	Clearing & Grubbing	\$ 18,850.00 / AC	\$ 75,400.00
1,790	LF	Silt Fence w/ Wire Support (No Maintenance)	\$ 5.00 / LF	\$ 8,950.00
1	EA	Washed Rock Entrance	\$ 8,550.00 / EA	\$ 8,550.00
11,790	SY	Proof Roll Site	\$ 0.25 / SY	\$ 2,947.50
455	OY	Strip Site 3" & Stockpile	\$ 3.00 / OY	\$ 1,365.00
455	OY	Move to Green Areas	\$ 3.00 / OY	\$ 1,365.00
1,495	LF	Slope Top of Bank (Retention Area)	\$ 7.00 / LF	\$ 10,465.00
175	OY	Excavate & Stockpile	\$ 3.00 / OY	\$ 525.00
175	OY	Load, Haul & Place	\$ 3.00 / OY	\$ 525.00
4,285	TN	Import Fill (E-Fill)	\$ 38.25 / TN	\$ 163,901.25
49,155	SF	Miscellaneous Landscape Grading	\$ 0.20 / SF	\$ 9,831.00
1	LS	MOT & Traffic Control	\$ 4,500.00 / LS	\$ 4,500.00
1	LS	Survey	\$ 18,850.00 / LS	\$ 18,850.00
SUBTOTAL:				\$ 307,174.75

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By _____

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 3 of 17

PAVEMENT: ASPHALT - PARKING LOT

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
12,720	SY	12" Stabilized Subgrade	\$ 10.75 / SY	\$ 136,740.00
12,055	SY	8" Rock Base	\$ 21.25 / SY	\$ 256,168.75
11,425	SY	3/4" Type S-III Asphalt (1st Lift)	\$ 7.00 / SY	\$ 79,975.00
11,425	SY	3/4" Type S-III Asphalt (2nd Lift)	\$ 7.50 / SY	\$ 85,687.50
475	SY	1" Milling Existing Asphalt	\$ 15.00 / SY	\$ 7,125.00
475	SY	1" Type S-III Asphalt Overlay	\$ 15.00 / SY	\$ 7,125.00
20	TN	Asphalt Overbuild	\$ 250.00 / TN	\$ 5,000.00
2	EA	Rubber Speed Bump	\$ 3,550.00 / EA	\$ 7,100.00
1	LS	MOT & Traffic Control	\$ 2,500.00 / LS	\$ 2,500.00
1	LS	Survey	\$ 28,850.00 / LS	\$ 28,850.00
SUBTOTAL:				\$ 616,271.25

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the sake of convenience, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is extended in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 4 of 17

PEDESTRIAN PAVERS: PARKING LOT (SUBGRADE PREPARATION ONLY)

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
405	SY	12" Stabilized Subgrade	\$ 10.75 / SY	\$ 4,353.75
385	SY	6" Rock Base	\$ 16.00 / SY	\$ 6,160.00
1	LS	Survey	\$ 250.00 / LS	\$ 250.00
SUBTOTAL:				\$ 10,763.75

CONCRETE: PARKING LOT

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
3,395	SF	4" Concrete Sidewalk (Non-reinforced)	\$ 4.95 / SF	\$ 16,805.25
380	SY	4" Rock Base @ Concrete Sidewalk	\$ 15.00 / SY	\$ 5,700.00
3,395	SF	Welded Wire Mesh for Concrete Sidewalk	\$ 1.65 / SF	\$ 5,601.75
2	EA	6" Concrete Filled Galv. Steel Bollards	\$ 2,250.00 / EA	\$ 4,500.00
2,645	LF	6" x 18" Type "D" Curb <i>Includes D-Curb (\$15 / LF) Adjacent To Concrete Sidewalk, In Lieu Of Thickened Edge</i>	\$ 18.00 / LF	\$ 47,610.00
8	EA	Pedestrian Ramp	\$ 600.00 / EA	\$ 4,800.00
1	LS	MOT & Traffic Control	\$ 1,000.00 / LS	\$ 1,000.00
1	LS	Survey	\$ 15,850.00 / LS	\$ 15,850.00
SUBTOTAL:				\$ 101,867.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute limits on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 5 of 17

SIGNS & MARKINGS: PARKING LOT

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
13	EA	R1-1	\$ 250.00 / EA	\$ 3,250.00
2	EA	R7-1	\$ 250.00 / EA	\$ 500.00
2	EA	W11-2 w/ W16-7P	\$ 300.00 / EA	\$ 600.00
35	LF	6" Double Yellow (P)	\$ 2.00 / LF	\$ 70.00
460	LF	6" Yellow (P)	\$ 1.80 / LF	\$ 828.00
85	LF	12" White (P)	\$ 3.00 / LF	\$ 255.00
165	LF	24" White (P)	\$ 4.00 / LF	\$ 660.00
35	LF	6" Double Yellow (T)	\$ 3.00 / LF	\$ 105.00
460	LF	6" Yellow (T)	\$ 2.80 / LF	\$ 1,288.00
85	LF	12" White (T)	\$ 4.00 / LF	\$ 340.00
165	LF	24" White (T)	\$ 5.00 / LF	\$ 825.00
10	EA	White Directional Arrow (T)	\$ 150.00 / EA	\$ 1,500.00
272	EA	Single Parking Stall (P)	\$ 10.00 / EA	\$ 2,720.00
10	EA	Handicap Stall w/ Sign & Logo (P) w/ Galvanized Steel Channel Post in 6" Concrete Filled Galvanized Steel Bollard	\$ 3,000.00 / EA	\$ 30,000.00
6	EA	Handicap Walkway (P)	\$ 100.00 / EA	\$ 600.00
282	EA	Concrete Wheelstops (no paint)	\$ 55.00 / EA	\$ 15,510.00
1	LS	MOT & Traffic Control	\$ 500.00 / LS	\$ 500.00
1	LS	Survey	\$ 1,655.00 / LS	\$ 1,655.00
SUBTOTAL:				\$ 61,206.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 6 of 17

STORM DRAIN: PARKING LOT

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
330	LF	30" HDPE	\$ 140.00 / LF	\$ 46,200.00
185	LF	24" HDPE	\$ 90.00 / LF	\$ 16,650.00
185	LF	18" HDPE	\$ 65.00 / LF	\$ 12,025.00
425	LF	15" HDPE	\$ 62.00 / LF	\$ 26,350.00
300	TN	Pipe Bedding	\$ 38.00 / TN	\$ 11,400.00
7	EA	Catch Bas in 24" x 37" w/ USF 4155-6210	\$ 4,950.00 / EA	\$ 34,650.00
3	EA	Catch Bas in 48" x 48" w/ USF 4155-6210	\$ 5,950.00 / EA	\$ 17,850.00
3	EA	Ditch Bottom Inlet 48" x 48" w/ USF 6210	\$ 6,250.00 / EA	\$ 18,750.00
2	EA	Storm Manhole 48" Dia. w/ USF 170	\$ 5,250.00 / EA	\$ 10,500.00
1	EA	Control Structure 48" w/ USF 4155-6210	\$ 7,850.00 / EA	\$ 7,850.00
1	EA	Coredrill & Connect	\$ 1,050.00 / EA	\$ 1,050.00
1	LS	Deflect Existing Underground Utilities	\$ 12,500.00 / LS	\$ 12,500.00
1	LS	Lamping and Clean for Inspection at 1st Lift	\$ 6,500.00 / LS	\$ 6,500.00
1	LS	Pump for Inspection During Installation	\$ 6,500.00 / LS	\$ 6,500.00
14	EA	Filter Fabric in Grates	\$ 50.00 / EA	\$ 700.00
8	EA	Filter Fabric in Existing Grates	\$ 50.00 / EA	\$ 400.00
22	EA	Remove & Dispose Filter Fabric at Final	\$ 40.00 / EA	\$ 880.00
16	EA	Vacuum Structures at Final	\$ 300.00 / EA	\$ 4,800.00
8	EA	Vacuum Existing Structures at Final	\$ 300.00 / EA	\$ 2,400.00
1	LS	Dry Trench For Installation	\$ 29,500.00 / LS	\$ 29,500.00
1	LS	Steel Plate Rental	\$ 2,050.00 / LS	\$ 2,050.00
1	LS	MOT & Traffic Control	\$ 1,500.00 / LS	\$ 1,500.00
1	LS	Survey	\$ 22,440.00 / LS	\$ 22,440.00
SUBTOTAL:			\$	293,445.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is extended in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By _____

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 7 of 17

DEMOLITION: LAKE

RELOCATION OF EXISTING LIGHT POLES, SIGNS, IRRIGATION PUMPS, ELECTRICAL
BOXES & RELATED UTILITIES, NOT INCLUDED

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
345	SF	Concrete Walk Removal	\$ 75.00 / SF	\$ 25,875.00
1,035	SF	Wood Bridge Removal	\$ 5.00 / SF	\$ 5,175.00
1,565	LF	Pipe Removal - Storm	\$ 10.00 / LF	\$ 15,650.00
215	LF	Pipe Removal - Irrigation	\$ 10.00 / LF	\$ 2,150.00
395	LF	Pipe Removal - Electrical	\$ 10.00 / LF	\$ 3,950.00
8	EA	Catch Basins Removal	\$ 650.00 / EA	\$ 5,200.00
2	EA	Headwall Removal	\$ 2,500.00 / EA	\$ 5,000.00
1,190	LF	Guardrail Removal	\$ 5.00 / LF	\$ 5,950.00
2	EA	Light Pole Removal	\$ 800.00 / EA	\$ 1,600.00
1	EA	Remove Existing Sign	\$ 50.00 / EA	\$ 50.00
1	LS	MOT & Traffic Control	\$ 500.00 / LS	\$ 500.00

Predicted On Downrite Hauling Off To A Dump With Downrite Equipment Only. Franchise Fee Not Included.

SUBTOTAL: \$ 71,100.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our valuation, and, unless otherwise agreed, do not constitute limits on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs of collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature _____

Date _____

By _____

Downrite Engineering Corporation

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PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 8 of 17

EARTHWORK: LAKE

GEOTECHNICAL REPORT NOT PROVIDED. PROPOSAL PREDICATED ON RECONFIGURING EXISTING LAKES PER THE PLANS AND BLANKET FILLING TEST TRACK TO +5.20 NAVD

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
16	AC	Clearing & Grubbing	\$ 9,500.00 / AC	\$ 152,000.00
5,525	LF	Silt Fence (No Maintenance)	\$ 5.00 / LF	\$ 27,625.00
1	EA	Washed Rock Entrance	\$ 7,550.00 / EA	\$ 7,550.00
1	LS	Selective Clearing	\$ 25,000.00 / LS	\$ 25,000.00
2,525	LF	Slope Lake Top of Bank	\$ 7.00 / LF	\$ 17,675.00
73,705	OY	Excavate & Stockpile <i>Includes Excavate & Stockpile Material To Be Moved To Test Track (6,735 OY)</i>	\$ 3.00 / OY	\$ 221,115.00
64,970	OY	Load, Haul & Place	\$ 3.00 / OY	\$ 194,910.00
1,070	LF	2' Wide Perimeter Berm <i>Construct Perimeter Berm Per Sheet C-1</i>	\$ 15.00 / LF	\$ 16,050.00
238,745	SF	Miscellaneous Landscape Grading	\$ 0.10 / SF	\$ 23,874.50
1	LS	MOT & Traffic Control	\$ 2,500.00 / LS	\$ 2,500.00
1	LS	Survey	\$ 45,850.00 / LS	\$ 45,850.00
SUBTOTAL:				\$ 734,149.50

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the City of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our valuation, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undivided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 9 of 17

BOAT RAMP: LAKE

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
1	EA	Boat Ramp	\$ 12,500.00 / EA	\$ 12,500.00
1	LS	Survey	\$ 250.00 / LS	\$ 250.00
SUBTOTAL:				\$ 12,750.00

GUARDRAIL: LAKE

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
405	LF	Guardrail (straight)	\$ 59.50 / LF	\$ 24,097.50
145	LF	Guardrail (radius)	\$ 64.25 / LF	\$ 9,316.25
2	EA	Round Buffer End Sections	\$ 1,350.00 / EA	\$ 2,700.00
185	SY	12" Stabilized Subgrade	\$ 15.00 / SY	\$ 2,775.00
185	SY	6" Base	\$ 20.00 / SY	\$ 3,700.00
185	SY	2" Misc. Asphalt	\$ 25.00 / SY	\$ 4,625.00
1	LS	Survey	\$ 855.00 / LS	\$ 855.00
SUBTOTAL:				\$ 48,068.75

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 10th of the following month. Unit prices and extensions, when stated, are estimates only, made for the sake of convenience, and, unless otherwise agreed, do not constitute limits on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undelivered, nonseverable, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

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STORM DRAIN: LAKE

QUANTITY	U/M	DESCRIPTION	UNIT PRICE	EXTENSION
185	LF	48" CMP	\$ 420.00 / LF	\$ 77,700.00
90	LF	42" CMP	\$ 355.00 / LF	\$ 31,950.00
1,640	LF	48" ROP	\$ 520.00 / LF	\$ 852,800.00
8	LF	36" ROP	\$ 195.00 / LF	\$ 1,560.00
8	LF	18" ROP	\$ 90.00 / LF	\$ 720.00
1,410	TN	Pipe Bedding	\$ 37.50 / TN	\$ 52,875.00
2	EA	Catch Basin 72" Dia. w/ USF 4155-6210	\$ 9,250.00 / EA	\$ 18,500.00
2	EA	Storm Manhole 60" Dia. w/ USF 310	\$ 7,950.00 / EA	\$ 15,900.00
6	EA	Storm Manhole 72" Dia. w/ USF 310	\$ 7,550.00 / EA	\$ 45,300.00
1	EA	Control Structure 60" x 84" w/ Conc. Weir w/ USF 4615-6210 & USF 1155	\$ 22,850.00 / EA	\$ 22,850.00
1	EA	Crane	\$ 5,500.00 / EA	\$ 5,500.00
2	EA	Concrete Endwall for 48" CMP Outfall	\$ 14,850.00 / EA	\$ 29,700.00
2	EA	Concrete Endwall for 42" CMP Outfall	\$ 12,850.00 / EA	\$ 25,700.00
207	EA	Wrap Joint	\$ 25.00 / EA	\$ 5,175.00
3	EA	Excavate & Connect to Existing	\$ 2,500.00 / EA	\$ 7,500.00
1	LS	Lamping and Clean for Inspection at 1st Lift	\$ 9,500.00 / LS	\$ 9,500.00
1	LS	Pump for Inspection During Installation	\$ 9,500.00 / LS	\$ 9,500.00
2	EA	Filter Fabric in Grates	\$ 25.00 / EA	\$ 50.00
9	EA	Filter Fabric in Existing Grates	\$ 25.00 / EA	\$ 225.00
11	EA	Remove & Dispose Filter Fabric at Final	\$ 20.00 / EA	\$ 220.00
11	EA	Vacuum Structures at Final	\$ 300.00 / EA	\$ 3,300.00
9	EA	Vacuum Existing Structures at Final	\$ 300.00 / EA	\$ 2,700.00
1	LS	Dry Trench For Installation	\$ 38,650.00 / LS	\$ 38,650.00
1	LS	Steel Plate Rental	\$ 2,050.00 / LS	\$ 2,050.00
45	LF	Remove & Replace Exist. Curb	\$ 60.00 / LF	\$ 2,700.00
470	SY	Base & Subgrade Restoration w/ GLR	\$ 22.00 / SY	\$ 10,340.00
470	SY	Pavement Restoration	\$ 25.00 / SY	\$ 11,750.00
1	LS	Pavement Marking Restoration	\$ 4,500.00 / LS	\$ 4,500.00
1	LS	Sawcut Existing	\$ 600.00 / LS	\$ 600.00
100	LF	Turbidity Barrier	\$ 55.00 / LF	\$ 5,500.00
1	LS	MOT & Traffic Control	\$ 2,500.00 / LS	\$ 2,500.00
1	LS	Survey	\$ 3,580.00 / LS	\$ 3,580.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, **SUBTOTAL** (as made by ~~copy of \$4,701,395.00~~ submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is extended to bid. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an unconditionally, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out-of-pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By _____

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PROPOSAL

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EARTHWORK: TEST TRACK

EXISTING ELEVATION @ +5.20 NAVD PER LAKE RECONFIGURATION OPERATION

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
2,995	LF	Silt Fence (No Maintenance)	\$ 5.00 / LF	\$ 14,975.00
1	EA	Washed Rock Entrance	\$ 7,550.00 / EA	\$ 7,550.00
20,835	SY	Proof Roll Site	\$ 0.11 / SY	\$ 2,291.85
1,580	LF	Slope Top of Bank (Retention Area)	\$ 6.00 / LF	\$ 9,480.00
460	OY	Excavate & Stockpile	\$ 5.00 / OY	\$ 2,300.00
460	OY	Load, Haul & Place	\$ 5.00 / OY	\$ 2,300.00
8,735	OY	Load, Haul & Place (From Lake Excavation)	\$ 5.00 / OY	\$ 43,675.00
<i>Geotechnical Report Not Provided - Proposal Predicated On Excavated Material Being Suitable Structural Material.</i>				
715	LF	2' Wide Perimeter Berm Construct Perimeter Berm Per Sheet C-1	\$ 15.00 / LF	\$ 10,725.00
96,715	SF	Miscellaneous Landscape Grading	\$ 0.10 / SF	\$ 9,671.50
1	LS	MOT & Traffic Control	\$ 2,500.00 / LS	\$ 2,500.00
1	LS	Survey	\$ 8,580.00 / LS	\$ 8,580.00
SUBTOTAL:				\$ 114,048.35

PAVEMENT: ASPHALT - TEST TRACK

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
23,190	SY	12" Stabilized Subgrade	\$ 10.75 / SY	\$ 249,292.50
21,960	SY	8" Rock Base	\$ 21.25 / SY	\$ 467,075.00
20,835	SY	1" Type SP-12.5 Asphalt (1st Lift)	\$ 8.00 / SY	\$ 166,680.00
20,835	SY	1" Type SP-12.5 Asphalt (2nd Lift)	\$ 8.25 / SY	\$ 171,888.75
1	LS	Survey	\$ 18,850.00 / LS	\$ 18,850.00
SUBTOTAL:				\$ 1,073,786.25

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our estimation, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undivided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

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GUARDRAIL: TEST TRACK

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
1,735	LF	Guardrail (straight)	\$ 59.50 / LF	\$ 103,232.50
35	LF	Guardrail (radius)	\$ 64.25 / LF	\$ 2,248.75
12	EA	Round Buffer End Sections	\$ 1,350.00 / EA	\$ 16,200.00
590	SY	12" Stabilized Subgrade	\$ 15.00 / SY	\$ 8,850.00
590	SY	6" Base	\$ 20.00 / SY	\$ 11,800.00
590	SY	2" Misc. Asphalt	\$ 25.00 / SY	\$ 14,750.00
1	LS	Survey	\$ 855.00 / LS	\$ 855.00
SUBTOTAL:				\$ 157,936.25

CONCRETE: TEST TRACK

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
2,240	SF	4" Concrete Sidewalk (Non-reinforced)	\$ 4.95 / SF	\$ 11,088.00
250	SY	4" Rock Base @ Concrete Sidewalk	\$ 20.00 / SY	\$ 5,000.00
2,240	SF	Welded Wire Mesh for Concrete Sidewalk	\$ 1.65 / SF	\$ 3,696.00
1	LS	Survey	\$ 1,655.00 / LS	\$ 1,655.00
SUBTOTAL:				\$ 21,439.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the City of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of comparison, and, unless otherwise agreed, do not constitute limits on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

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SIGNS & MARKINGS: TEST TRACK

QUANTITY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
2	EA	R1-1	\$ 250.00 / EA	\$ 500.00
1,495	LF	6" White 10' - 30' Skip (P)	\$ 1.80 / LF	\$ 2,691.00
295	LF	6" Double Yellow (P)	\$ 2.00 / LF	\$ 590.00
3,475	LF	6" White (P)	\$ 1.80 / LF	\$ 6,255.00
70	LF	12" White (P)	\$ 3.00 / LF	\$ 210.00
90	LF	24" White (P)	\$ 4.00 / LF	\$ 360.00
1,495	LF	6" White 10' - 30' Skip (T)	\$ 2.80 / LF	\$ 4,186.00
295	LF	6" Double Yellow (T)	\$ 3.00 / LF	\$ 885.00
3,475	LF	6" White (T)	\$ 2.80 / LF	\$ 9,730.00
70	LF	12" White (T)	\$ 4.00 / LF	\$ 280.00
90	LF	24" White (T)	\$ 5.00 / LF	\$ 450.00
6	EA	White Directional Arrow (T)	\$ 125.00 / EA	\$ 750.00
1	LS	Survey	\$ 1,655.00 / LS	\$ 1,655.00
SUBTOTAL:				\$ 28,542.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 10th of the following month. Unit prices and extensions, when stated, are estimates only, made for the sake of convenience, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

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QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
75	LF	18" HDPE	\$ 75.00 / LF	\$ 5,625.00
1,530	LF	15" HDPE	\$ 65.00 / LF	\$ 99,450.00
295	TN	Pipe Bedding	\$ 37.50 / TN	\$ 11,062.50
9	EA	Catch Basin 48" Dia. w/ USF 4155-6210	\$ 6,250.00 / EA	\$ 56,250.00
4	EA	Ditch Bottom Inlet 48" w/ USF 6210	\$ 6,850.00 / EA	\$ 27,400.00
1	EA	Storm Manhole 48" w/ USF 420	\$ 5,250.00 / EA	\$ 5,250.00
2	EA	Control Structure 48" w/ USF 4155-6209	\$ 9,850.00 / EA	\$ 19,700.00
2	EA	Concrete Endwall for 18" HDPE Outfall	\$ 8,850.00 / EA	\$ 17,700.00
1	LS	Lamping and Clean for Inspection at 1st Lift	\$ 5,500.00 / LS	\$ 5,500.00
1	LS	Pump for Inspection During Installation	\$ 5,500.00 / LS	\$ 5,500.00
15	EA	Filter Fabric in Grates	\$ 25.00 / EA	\$ 375.00
15	EA	Remove & Dispose Filter Fabric at Final	\$ 20.00 / EA	\$ 300.00
16	EA	Vacuum Structures at Final	\$ 300.00 / EA	\$ 4,800.00
1	LS	Dry Trench For Installation	\$ 5,500.00 / LS	\$ 5,500.00
1	LS	Survey	\$ 2,440.00 / LS	\$ 2,440.00
SUBTOTAL:				\$ 266,852.50

QUANTITY	WM	DESCRIPTION	UNIT PRICE	EXTENSION
430	LF	Copper Service Pipe	\$ 40.00 / LF	\$ 17,200.00
100	TN	Pipe Bedding	\$ 37.50 / TN	\$ 3,750.00
1	EA	10" Saddle w/ 2" Corp.	\$ 1,250.00 / EA	\$ 1,250.00
1	EA	Wood Stakes	\$ 11.00 / EA	\$ 11.00
1	EA	Excavate & Connect Water Service	\$ 2,250.00 / EA	\$ 2,250.00
1	LS	HRS & Sample Points	\$ 2,050.00 / LS	\$ 2,050.00
1	LS	Sawcut Existing	\$ 600.00 / LS	\$ 600.00
1	LS	Steel Plate Rental	\$ 2,050.00 / LS	\$ 2,050.00
1	LS	Base & Subgrade Restoration w/ CLR	\$ 4,500.00 / LS	\$ 4,500.00
1	LS	Pavement Restoration	\$ 4,500.00 / LS	\$ 4,500.00
1	LS	Survey	\$ 1,628.65 / LS	\$ 1,628.65

ACCEPTED. The terms of this proposal, together with accompanying Notes, which form a part hereof are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, the **SUBTOTAL** fee made by **48** of month **209,789.65** of the 25th of the month are paid by the 10th of the following month. All terms and conditions, when stated, are deemed fully made for those of our terms and conditions, and, unless otherwise agreed, do not constitute limits on the amounts due to Dowrite when a stated estimate is accepted in fact. This fee is employed in this Proposal shall not be deemed a basis for availability or reduction for unit usage, inasmuch as Dowrite makes this Proposal an oral or written, "observable," lump sum basis. In the event of any default, including only failure to meet or any payment when due, or any other breach of any other term or condition, Dowrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Dowrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has collected to the project and for which it has not received payment for the purposes of obtaining said materials as a lien on said property.

Downrite Engineering Corporation

Authorized Signature

Day 1

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SUMMARY:

DEMOLITION: PARKING LOT	\$	111,415.00
EARTHWORK: PARKING LOT	\$	307,174.75
PAVEMENT: ASPHALT - PARKING LOT	\$	616,271.25
PEDESTRIAN PAVERS: PARKING LOT (SUBGRADE PREPARATION ONLY)	\$	10,763.75
CONCRETE: PARKING LOT	\$	101,867.00
SIGNS & MARKINGS: PARKING LOT	\$	61,206.00
STORM DRAIN: PARKING LOT	\$	293,445.00

PARKING LOT IMPROVEMENTS TOTAL: \$ 1,502,142.75

DEMOLITION: LAKE	\$	71,100.00
EARTHWORK: LAKE	\$	734,149.60
BOAT RAMP: LAKE	\$	12,790.00
GUARDRAIL: LAKE	\$	48,068.75
STORM DRAIN: LAKE	\$	1,301,395.00

LAKE RECONFIGURATION TOTAL: \$ 2,167,463.25

EARTHWORK: TEST TRACK	\$	114,048.35
PAVEMENT: ASPHALT - TEST TRACK	\$	1,073,786.25
GUARDRAIL: TEST TRACK	\$	157,936.25
CONCRETE: TEST TRACK	\$	21,439.00
SIGNS & MARKINGS: TEST TRACK	\$	28,542.00
STORM DRAIN: TEST TRACK	\$	266,862.50
WATER: TEST TRACK	\$	39,789.65

TEST TRACK TOTAL: \$ 1,702,394.00

LUMP SUM: \$ 5,372,000.00

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the City of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our valuation, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undecided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of removing said materials or supplies from said property.

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PLANS: Parking Lot Improvements Plans Designed by WGI, Inc.
Sheets C001, C002, C100 thru C104, C500 thru C504, dated 07-09-2025 (EOR), no revisions
Lake Reconfiguration Plans Designed by Thompson & Associates.
Sheets OV, DM-1, DM-2, C1 thru C-14, dated 06-20-2025 (EOR), no revisions
Test Track Plans Designed by Holland Engineering.
Sheets C-1, C-2, C-5 thru C-8, C-10, C-11, plot dated 06-05-2025, no revisions
Sheets C-3, C-4, C-9, plot dated 06-23-2025, no revisions
~~Survey Design not provided.~~
~~Geotechnical Report not provided.~~
No Addendums to date

NOTES:

1. This bid proposal is a budget partially designed by Downrite Engineering Corporation, certain assumptions were made with reference to design criteria.
2. Permit costs, bonds, densities, proctors, impact fees, pad certification, not included.
3. Adjust, remove, relocate, or hold existing utilities other than specifically noted, not included.
4. Removal or replacement of unsuitable materials or special bedding due to unsuitables not included.
5. Removal or hauling of trash, debris, hazardous or excess materials by third parties, not included.
6. Bid predicated on Downrite having a clear, safe, unobstructed work area with no overhead hazards.
7. Footings, walls, gates, slabs, fences, conduits, etc., not included.
8. Traffic loops, signalization work, street lights, conduits, pull boxes, not included.
9. Brick pavers and/or turf block, paver bands, colored concrete, not included.
10. Sidewalk adjacent to pavement only.
11. Erosion control, silt fences, hay bales, dust control, ponding water, rainwater control for work within DRE scope included in proposal, Erosion control measures for other trades not included.
12. Sheet piling, shoring, blasting, bracing, trench boxes, dewatering not included.
13. Tree relocation, sod, landscaping materials, topsoil, berm, irrigation work, not included.
14. Miscellaneous landscape grading is machine grade operation only, hand labor operation not included.
15. Retainer shall not be held on any import materials in the earthwork and pavement category.
16. A soils report was not provided with bid set, Earthwork predicated on all existing onsite material being suitable structural material.

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 10th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our valuation, and, unless otherwise agreed, do not constitute bids on the amounts due to Downrite when a stated estimate is extended in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undivided, nonseverable, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or solution, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By _____

Downrite Engineering Corporation

14241 SOUTHWEST 143 COURT • MIAMI, FLORIDA 33186 • PHONE: (305) 232-2340 • FAX: (305) 256-1161

PROPOSAL

PROPOSAL SUBMITTED TO: 13TH FLOOR INVESTMENTS DAVID BENHAMU	PHONE: 786-427-6441	DATE: 7-Apr-25
STREET: 2850 TIGERTAIL AVE, SUITE 701	JOB NAME: BROWARD COLLEGE CENTRAL CAMPUS	
CITY, STATE, & ZIP CODE: MIAMI, FL 33133	EMAIL: DBENHAMU@13FL.COM	Page 17 of 17

NOTES: CONTINUED

17. Earthwork price is predicated on existing spot elevations per sheet C-1 provided by owner, if field conditions vary, a change order may be required. Proposed and existing elevation assumed at same vertical datum.
18. Any project bid by DRE that has earthwork will be checked for the accuracy of the topo before filling is started, if there are any changes, the owner will be held responsible.
19. Street sweeping and/or water truck is not included. Street sweeping is \$235 per hour, minimum 5 hours. Water truck is \$210 per hour, minimum 5 hours.
20. Any increases in material costs will be paid by owner, proper documentation shall be submitted to both client and consultant for approval, an executed change order to be required for any increases prior to their installation.
21. Asphalt unit price predicated on asphalt costing \$94.10 per ton, asphalt will be requested at time of installation and client to be responsible for difference in cost plus 1.5% DRE mark-up for overhead and profit, change order to be executed prior to installation of asphalt.
22. Work not specifically shown and priced on DRE proposal is not included.
23. Maintenance of Traffic (MOT) included in proposal, but predicated solely on using barricades, cones, and/or flag men as required to perform work within RAM, costs for off duty police officers, not included.
24. Night time or premium time work, police, highway patrol, traffic police, not included.
25. If this project is awarded to DRE, Auto-CADD files must be provided prior to commencement of work.
26. Insurance coverage is limited to \$5,000,000 only, pollution coverage is not included.
27. This bid proposal is good for 30 days only.

ML

U:\ESTIMATING\CORE 4 DEVELOPMENT- BID\BROWARD COLLEGE CENTRAL CAMPUS-16-29-20-2025

ACCEPTED: The terms of this proposal (and the accompanying Notes, which form a part hereof) are accepted, and shall apply to the work unless specifically superseded by contrary terms contained in a signed, written agreement. Unless otherwise provided in a signed writing, payment shall be made by way of monthly draws submitted by the 25th of the month and paid by the 7th of the following month. Unit prices and extensions, when stated, are estimates only, made for the use of our valuation, and, unless otherwise agreed, do not constitute limits on the amounts due to Downrite when a stated estimate is exceeded in fact. The figures employed in this Proposal shall not be deemed a basis for accountability or reduction for unit usage, inasmuch as Downrite makes this Proposal on an undivided, nonseverably, lump sum basis. In the event of any default, including any failure to make any payment when due, or any other breach of any other term or condition, Downrite shall be entitled to all costs or collection, including out of pocket expenses, attorney's fees, and the like. This Proposal may be deemed withdrawn if not accepted in writing within 30 days of the date of this proposal. In all events, Downrite shall have the right to enter upon the premises and take possession of all materials and supplies that it has delivered to the project and for which it has not received payment for the purpose of securing said materials or supplies from said property.

Downrite Engineering Corporation

Authorized Signature

Date

By

IPS Test Track
100% Construction Plans, June 13th 2025

DRAWING INDEX					
T1.0	COVER SHEET	E8.1	ELECTRICAL DETAILS		
SURVEY		E8.2	ELECTRICAL DETAILS		
1 OF 5	SURVEY NOTES	E8.3	ELECTRICAL DETAILS		
2 OF 5	SKETCH OF ALTA/NSPS AND TITLE SURVEY	ES1.0	SYSTEMS LEGEND & SYMBOLS		
3 OF 5	SKETCH OF ALTA/NSPS AND TITLE SURVEY	ES1.1	ELECTRICAL SYSTEMS SITE PLAN		
4 OF 5	SKETCH OF ALTA/NSPS AND TITLE SURVEY	ES1.2	ELECTRICAL SYSTEMS SITE PLAN		
5 OF 5	SKETCH OF ALTA/NSPS AND TITLE SURVEY	ES5.1	ELECTRICAL ONE LINE DIAGRAM		
TREE SURVEY					
1 OF 11	TREE SURVEY				
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3 OF 11	TREE SURVEY	PLUMBING			
4 OF 11	TREE SURVEY	P0.1	PLUMBING SYMBOLS AND GENERAL NOTES		
5 OF 11	TREE SURVEY	P1.1	PLUMBING SITE PLAN		
6 OF 11	TREE SURVEY	P8.1	PLUMBING DETAILS & SCHEDULES		
7 OF 11	TREE SURVEY SCHEDULE	CIVIL			
8 OF 11	TREE SURVEY SCHEDULE	C-1	PAVING, GRADING & DRAINAGE PLAN		
9 OF 11	TREE SURVEY SCHEDULE	C-2	PAVING, GRADING & DRAINAGE PLAN		
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T1.1	ABBREVIATIONS, SYMBOLS, GENERAL & DEMO NOTES	C-6	PAVEMENT MARKING & SIGNAGE PLAN		
SPD1.0	OVERALL SITE DEMOLITION PLAN	C-7	STORMWATER POLLUTION PREVENTION PLAN		
SP1.0	FIRE TRUCK SITE PLAN	C-8	SWPP DETAILS & NOTES		
SP1.1	ENLARGED SITE PLAN	C-9	SECTIONS & CITY DETAILS		
SP1.2	SITE PLAN DETAILS	C-10	DRAINAGE DETAILS		
A1.0	ENLARGED FLOOR PLAN, RCP, ELEVATIONS - SHADE CANOPY	C-11	SECTIONS & CITY DETAILS		
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S-1	STRUCTURAL NOTES AND PLAN	TD-1	TREE DISPOSITION PLAN		
ELECTRICAL		TD-2	TREE DISPOSITION INVENTORY CHART		
E0.1	ELECTRICAL SYMBOLS AND GENERAL NOTES	LD-01	LANDSCAPE PLAN		
E1.1	ELECTRICAL SITE PLAN	LD-02	LANDSCAPE SPECIFICATIONS & DETAILS		
E1.2	ELECTRICAL SITE PHOTOMETRICS	IR-01	IRRIGATION PLANS		
E3.1	ELECTRICAL POWER AND LIGHTING PLAN	IR-02	IRRIGATION DETAILS		
E4.1	LIGHTING PROTECTION PLAN	IR-03	PUMP SPECIFICATIONS & DETAIL		
E5.1	ELECTRICAL ONE LINE DIAGRAM	IR-04	IRRIGATION SCHEDULE		
E7.1	ELECTRICAL SCHEDULES	IR-05	IRRIGATION SPECIFICATION		

CC NW Parking Lot Improvements Design
100% Construction Plans, June 20th 2025

SHEET INDEX	
Sheet Number	Sheet Title
C001	COVER SHEET
C002	GENERAL NOTES
C100	EROSION AND SEDIMENTATION CONTROL PLAN
C101	SITE DEMOLITION PLAN
C102	PAVING AND GRADING PLAN
C103	DRAINAGE PLAN
C104	SIGNAGE AND STRIPING PLAN
C500	EROSION AND SEDIMENTATION CONTROL DETAILS
C501	PAVING AND DRAINAGE DETAILS
C502	PAVING AND DRAINAGE DETAILS
C503	TYPICAL SECTIONS
C504	TYPICAL SECTIONS
TD-101	TREE DISPOSITION PLAN
TD-102	TREE DISPOSITION PLAN AND SCHEDULE
LH-101	HARDSCAPE PLAN
LH-102	HARDSCAPE PLAN, SCHEDULE, AND DETAILS
LH-500	HARDSCAPE NOTES
LP-101	LANDSCAPE PLAN
LP-102	LANDSCAPE PLAN
LP-500	LANDSCAPE DETAILS
LP-600	LANDSCAPE SPECIFICATIONS
IR-101	IRRIGATION PLAN
IR-102	IRRIGATION PLAN
IR-500	IRRIGATION DETAILS
IR-600	IRRIGATION NOTES AND DETAILS
E001	ELECTRICAL LEGEND AND GENERAL NOTES
E002	ELECTRICAL SPECIFICATIONS
E003	ELECTRICAL SPECIFICATIONS & LUMINAIRE CUTSHEETS
DE100	SITE LIGHTING DEMOLITION PLAN
E100	SITE LIGHTING PLAN
E101	SITE LIGHTING PHOTOMETRIC PLAN

Lake #1 Reconfiguration
Permit Set, June 20th 2025

SHEET INDEX		
SHEET No.	DESC.	SHEET TITLE
01	CV	COVER SHEET
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04 - 05	C-1 THRU C-2	CIVIL PLANS
06 - 11	C-3 THRU C-8	LAKE CROSS-SECTIONS
12 - 13	C-9 THRU C-10	CIVIL DETAILS
14	C-11	CIVIL NOTES
15 - 16	C-12 THRU C-13	STORMWATER POLLUTION PREVENTION PLANS
17	C-14	STORMWATER POLLUTION PREVENTION DETAILS

Exhibit C
Broward Owner Building Plans Requirements

ACCESS TO BROWARD OWNER BUILDING PLANS

The Owner desires to provide the Construction Manager with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The Construction Manager and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The Construction Manager, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. Construction Manager will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by Construction Manager. Prior to disclosure of the Building Plans to Construction Manager's agents, representatives, associates and consultants, Construction Manager shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. Construction Manager acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of Construction Manager's employees, agents, representatives, associates, or consultants with whom Construction Manager has shared the Building Plans. Construction Manager agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the Construction Manager employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with Construction Manager's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the Construction Manager's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.
3. These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.



SCEC

I recognize and understand that Owner IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the Owner, and should be used for the purposes of conducting bona fide Owner business only.

I recognize and understand that no remote access technology or device is to be attached to Owner IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-Owner equipment or other resources used by me to connect to Owner IT resources, systems or services will be subject to the same laws, rules and regulations as Owner-owned IT resources.

I am aware that Owner IT resources are the property of the Owner, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to Owner IT resources. I am aware that the Owner may audit, access, and review all data and/or communications transmitted through or residing on Owner IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the Owner's right to access or disclose such communications, and that the Owner shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-Owner resources or equipment to Owner IT resources. **In regard to such non-Owner resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the Owner to take immediate action to reduce the Owner's exposure.
- ✓ I further authorize the Owner to perform inspections as deemed necessary to ensure the safety and security of Owner data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the Owner will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the Owner harmless from theft or damage incurred while on Owner properties or premises.

Information or work products or related derivative works developed by me specifically for the Owner, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the Owner, including all intellectual property rights thereto. I acknowledge that the Owner claims sole ownership and rights to all such materials.

I am aware that the Owner's Policies and Procedures and any other Owner practices are subject to change or modification by the Owner, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the Owner has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the Owner. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # _____ . Any violation of this Acknowledgement shall be



SCEC

Exhibit D
Contractor Code of Policy Acknowledgement



CONTRACTOR POLICY CODE ACKNOWLEDGEMENT

Name (Please Print)

Contract/Work Order/Purchase Order (P.O.) #

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward Owner ("Owner") using Owner equipment and/or working on Owner premises, property or facilities must comply with the rules and regulations of the Owner's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I,

, (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the Owner, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the Owner. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the Owner, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the Owner may eliminate me and/or my company from award of future solicitations.



SCEC

considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of Owner policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the Owner, and the Owner may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

Contractor Name (Print)

Authorized Representative (Print)

Signature

Date



SCEC

Exhibit E
Sales Tax Exemption

0000008 05/22/25



JUN 03 2025

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012557374C-7	07/31/2025	07/31/2030	SCHOOL-COLLEGE-UNIV
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BROWARD COLLEGE
6400 NW 6TH WAY
FORT LAUDERDALE FL 33309-6123

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.