CONTRACT SET FOR SIGNATURE

Captiva Cay Stormwater & Drainage Restoration

Owner: Captiva Cay Homeowner's Association, Inc., 9343 Blind Pass Rd., St. Pete Beach, FL 33706
Contractor: Firm Foundations Asphalt & Concrete LLC, CBC1267421
Owner's Engineer: NV5, Inc. (NV5 Project 2026-191-018)
Agreement date: October 7, 2026 Stipulated Sum: $240,137.41

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SIGNING INSTRUCTIONS

1. Owner completes by hand the blanks left for the Owner: telephone, Owner's representative (Section 19.4), and printed name and title on the signature page. Both parties initial each handwritten entry.
2. Both parties sign the A104 signature page and the Attachment 1 acknowledgment.
3. Both parties initial every page of Attachment 1 and Exhibit B.
4. Contractor signs the D401 Certification.
5. Each party keeps a fully signed copy of this complete set.

AIA® Document A104® – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Captiva Cay Homeowner's Association, Inc., Florida not-for-profit corporation
9343 Blind Pass Rd., St. Pete Beach, FL 33706. Mailing: 2180 West SR 434, Suite 5000, Longwood, FL 32779

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

Firm Foundations Asphalt & Concrete LLC, Florida limited liability company; Florida Certified Building Contractor CBC1267421
10701 N Nebraska Ave, Tampa, FL 33612
(813) 853-6597

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

Captiva Cay Stormwater & Drainage Restoration
9343 Blind Pass Rd., St. Pete Beach, FL 33706
Storm drainage, swale grading, sod, site concrete and asphalt restoration, and rework for Captiva Cay Homeowner's Association, per NV5 plans and Addendum No. 1 (NV5 Project 2026-191-018).

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

NV5, Inc., an engineering firm, Engineer of Record; Jose R. Cuarta, P.E., Project Manager. All references to the "Architect" in the Contract Documents mean NV5, Inc., acting as the Owner's Engineer.
10500 University Center Drive, Suite 230, Tampa, FL 33612
(813) 765-4655

The Owner and Contractor agree as follows.

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

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

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ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

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

Limited Notice to Proceed: Upon execution of this Agreement, the Contractor may begin the Schedule IV work only (Flowable Fill Demolition, Removal, Hauling and Disposal; and Complete Jobsite Cleanup and Restart Preparation), to be completed within twenty-one (21) calendar days after the date of this Agreement. The date of commencement of the Work shall be the date set forth in a full notice to proceed issued by the Owner, which the Owner shall issue upon completion of the Schedule IV work. If the Owner does not issue the full notice to proceed within seven (7) calendar days after the Contractor gives written notice that the Schedule IV work is complete, the date of commencement shall be the eighth (8th) calendar day after that notice. The Contract Time in Section 2.3.1 runs from the date of commencement determined above and does not include the Schedule IV period.

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

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

§ 2.3 Substantial Completion

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

[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

[ ] By the following date:

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

Portion of Work	Substantial Completion Date
Schedule IV - Rework and Temporary Access (cleanup and restart preparation) under the Limited Notice to Proceed	21 calendar days after the date of this Agreement

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

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

[X] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be Two Hundred Forty Thousand One Hundred Thirty-Seven Dollars and Forty-One Cents ($ 240,137.41), subject to additions and deductions as provided in the Contract Documents.

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§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

None accepted. Alternate 1, Onsite Loader with Forks for Steel Plate Handling (LS), $2,807.69, and Alternate 2, Steel Plates for Driveway Trench Crossings (LS), $6,740.62, are not included in the Stipulated Sum. Either may be added by Change Order at the stated price at any time before Final Completion.

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

Item	Units and Limitations	Price per Unit ($0.00)
Grading - Swales	SF; bid quantity 6,600	2.75
Sod	SF; bid quantity 6,925	3.75
Silt Fence	LF; bid quantity 300	5.50
Inlet/M.E.S. Protection	EA; bid quantity 13	50.00
Asphalt Pavement Trench Cut (Min. 3 Ft)	SY; bid quantity 0; added work by Change Order only	166.41
Concrete Sidewalk Removal	LF; bid quantity 0; added work by Change Order only	59.05
Concrete Curb Cut (Joint to Joint)	EA; bid quantity 0; added work by Change Order only	295.24
Asphalt Pavement Replacement	SY; bid quantity 11	420.00
Concrete Sidewalk Replacement (4" thick, 3,000 psi)	LF; bid quantity 25	160.00
Concrete Curb Replacement (Joint to Joint)	EA; bid quantity 4	475.00
8" PVC Pipe	LF; bid quantity 196	189.89
10" PVC Pipe	LF; bid quantity 162	231.85
12" PVC Pipe	LF; bid quantity 96	292.57
12" Drain Basin w/ Grate	EA; bid quantity 11	1,425.00
Single Downspout Assembly	EA; bid quantity 7	815.00
Double Downspout Assembly	EA; bid quantity 5	1,250.00
8"x6" Tee	EA; bid quantity 4	510.00
8"x8" Tee	EA; bid quantity 5	565.00
10"x6" Tee	EA; bid quantity 3	625.00
8"x6" Sweep Tee	EA; bid quantity 5	620.00
8"x6" Reducer Fitting	EA; bid quantity 5	299.00
Concrete M.E.S.	EA; bid quantity 2	1,900.00

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
None	

§ 3.3 Cost of the Work Plus Contractor's Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor's Fee:

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(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

N/A

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed N/A ($ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)

N/A

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

N/A

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

Item	Units and Limitations	Price per Unit ($0.00)

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

Item	Price

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

N/A

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract

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Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

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

None.

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

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

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

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

Ten percent (10%) of each progress payment, held until Substantial Completion and released with final payment. Each Application for Payment shall be reviewed with the Architect's field inspector before submission to the Architect's Project Manager, and shall include partial releases of lien from the Contractor and all Subcontractors, vendors and material suppliers for the amount of the payment.

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

%

§ 4.2 Final Payment

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

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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Final payment, including release of retainage, is due no later than 30 days after the Architect's final Certificate for Payment, upon the Contractor's delivery of certified as-built plans and final releases of lien from the Contractor and all Subcontractors, vendors and material suppliers.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

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

[**X**] Arbitration pursuant to Section 21.6 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

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

§ 6.1.2 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

No separate Specifications were issued. Technical requirements are in the Drawings, Addendum No. 1, and Attachment 1, Scope of Work, listed in Section 6.1.7.2.

Section	Title	Date	Pages

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

NV5, Inc. construction plans for Captiva Cay Condominiums, NV5 Project 2026-191-018, Project No. 1910126-0000013.00, all sheets.

Number	Title	Date

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§ 6.1.6 The Addenda, if any:

Number	Date	Pages
Addendum No. 1, NV5, Inc.	April 28, 2026	3

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

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

[ ] Exhibit A, Determination of the Cost of the Work.

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

.1 Attachment 1, Scope of Work, Captiva Cay Stormwater & Drainage Restoration, prepared by Firm Foundations Asphalt & Concrete LLC, dated October 6, 2026. .2 Exhibit B, Captiva Cay Bid Packet Rev 2, dated October 6, 2026, 18 pages, including the Section 00300 Proposal / Schedule of Bid Items (Schedules I through IV and Alternate Bids 1 and 2, total $240,137.41), the MOT & Safety Plan (Hurricane Preparedness, Road Closure Schedule and Utility Locating), Planned Onsite Equipment, and Addendum No. 1 with acknowledgment. .3 Current Certificate of Liability Insurance naming Captiva Cay Homeowner's Association, Inc. as additional insured.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

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

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be

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construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

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

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

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

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

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

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

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

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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Notices may be sent by email with a read receipt requested. Contractor: Arthur Wilmoth, CEO/President, arthur@firmfoundations.solutions. Owner: to the Owner's representative named in Section 19.4. Architect: Jose R. Cuarta, P.E., NV5, Inc.

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

§ 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

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

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

§ 8.2 Owner's Right to Stop the Work

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

§ 8.3 Owner's Right to Carry Out the Work

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

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ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 9.2 Supervision and Construction Procedures

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

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

§ 9.3 Labor and Materials

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

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

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

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other 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 15.6.3.

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§ 9.5 Taxes

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

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

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

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

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

§ 9.9 Submittals

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

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

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

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Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

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

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

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

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

§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

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

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

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

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

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

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

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

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

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

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

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

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ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

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

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

ARTICLE 14 TIME

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

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

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

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

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 15.2 Control Estimate

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

§ 15.2.2 The Control Estimate shall include:

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

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

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

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

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§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

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

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

§ 15.4 Certificates for Payment

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

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

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

.1 defective Work not remedied;

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.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 15.5 Progress Payments

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

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

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

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

§ 15.6 Substantial Completion

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

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

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§ 15.7 Final Completion and Final Payment

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

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

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

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

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

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

§ 16.2 Hazardous Materials and Substances

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

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Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

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

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

- **.1** damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- **.2** personal and advertising injury;
- **.3** damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- **.4** bodily injury or property damage arising out of completed operations; and
- **.5** the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than 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.

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

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than 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.

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

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

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Not required ($ N/A) per claim and Not required ($ N/A) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

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

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

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

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ 17.2 Owner's Insurance
§ 17.2.1 Owner's Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by

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others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

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

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

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

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

§ 17.2.2.7 Waiver of Subrogation

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

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

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

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

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

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

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

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

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

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

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

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

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

Arthur Wilmoth, CEO/President
10701 N Nebraska Ave, Tampa, FL 33612
(813) 853-6597

arthur@firmfoundations.solutions

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

ARTICLE 20 TERMINATION OF THE CONTRACT
§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:
(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

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

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

§ 21.3 Time Limits on Claims

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

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

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

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The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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

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

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

§ 21.10 Continuing Contract Performance

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

§ 21.11 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

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

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
	Arthur Wilmoth, CEO/President
(Printed name and title)	*(Printed name and title)*

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Attachment 1 - Scope of Work

Captiva Cay Stormwater & Drainage Restoration | 9343 Blind Pass Rd., St. Pete Beach, FL 33706 | NV5 Project 2026-191-018 | Dated October 6, 2026

The Contractor SHALL furnish all labor, materials and equipment to complete Schedules I through IV of Exhibit B, Captiva Cay Bid Packet Rev 2, per the NV5 construction plans and Addendum No. 1. Where this attachment and the plans conflict, Addendum No. 1 governs, then the plans, then this attachment.

Work included

1. **Schedule I - Earthwork and general conditions:** mobilization, layout staking, certified as-built plans, swale grading (6,600 SF), sod over all exposed regraded soil (6,925 SF), silt fence (300 LF), and inlet/M.E.S. protection (13 EA), maintained until the site is stabilized.
2. **Schedule II - Road and site concrete:** asphalt pavement replacement (11 SY), 4" 3,000 psi sidewalk replacement (25 LF), joint-to-joint curb replacement (4 EA), and the M.O.T. plan. Trench cut, sidewalk removal and curb cut are substantially complete and carry zero quantity; their unit prices apply only to added work approved by change order.
3. **Schedule III - Storm drainage:** 8", 10" and 12" PVC pipe (454 LF total), 11 drain basins with grates, 12 downspout assemblies, fittings, and 2 concrete M.E.S. Removal of existing drainage piping or structures within the trench or regrading areas is included in these unit prices (Addendum 1, item 6). A stub in the last drainage basin for future connections is included.
4. **Schedule IV - Rework:** flowable fill demolition, removal, hauling and disposal, and complete jobsite cleanup and restart preparation (landscape cleanup, trench filling, removal of old silt fence, pregrading), performed under the Limited Notice to Proceed within 21 calendar days after the date of the Agreement.
5. **Alternates, not in the Contract Sum (added only by change order at the bid price):** Alternate 1, onsite loader with forks for steel plate handling ($2,807.69); Alternate 2, steel plates for driveway trench crossings ($6,740.62).

Installation standards

- Pipe bedding and bedding/backfill around drainage basins SHALL be #57 crushed stone, except where flowable fill is required by Sheet 6 and Addendum 1.
- Where flowable fill is required, it SHALL be low-density CLSM, 50-150 psi, placed to 2 inches below finished grade to receive a 2-inch asphalt surface course. The flowable fill replaces the 6" limerock base and 1.5" PC-3 course shown in Addendum 1, A5; no limerock base is included. This substitution SHALL be approved in writing by NV5 before the flowable fill is placed, and that approval governs over Addendum 1, A5 for this item.
- Ranger Supply SHALL install the new silt fence after JNL Land Management's initial cleanup and pregrading and before new drainage excavation begins. The Contractor SHALL furnish and install inlet/M.E.S. protection and maintain erosion control until the site is stabilized.
- Silt fence SHALL be placed between the building patios and the work area on both sides of the project (Addendum 1, A7).

Site access, road closure and protection

- The road SHALL be fully closed to vehicle traffic from Monday through Wednesday of the following week (about 1.5 weeks) during removal and replacement, with road-closed signs and barricades at each end.
- Open excavations along pedestrian routes SHALL be covered with 3/4-inch plywood, secured in place and marked.

- Before mobilization, the Contractor SHALL notify the HOA, the St. Pete Beach Fire Rescue fire marshal (fire administration, 727-363-9207) and the Pinellas County Sheriff's Office (non-emergency, 727-582-6200) in writing of the closure dates and limits.
- Staging SHALL be at the easternmost grassed area past the pool equipment area, with the grounds protected (Addendum 1, A6).
- Work hours are 9:00 AM to 5:00 PM on weekdays. Work outside those hours requires prior HOA approval.
- The Contractor SHALL coordinate with Russell Landscape, the Owner's landscape contractor.

Utility locating

The Contractor SHALL call Sunshine 811 before excavation begins. 811 marks public utilities only. The Contractor does not locate private utilities, and repairs to unmarked private lines require a change order.

Hurricane and severe weather

The Contractor SHALL coordinate with the Owner and NV5 to secure the work area, protect drainage paths and excavations, secure or relocate materials and equipment, and suspend operations when necessary. Evacuation orders and access restrictions SHALL be followed. Nonemergency recovery work requires written agreement on scope and price before it proceeds. Immediate protective measures may be taken for safety or to prevent further damage, with notice as soon as practicable. The Contractor remains responsible for the reasonable precautions described in this paragraph.

Exclusions

- Irrigation repair, replacement or relocation; the Owner's landscape contractor handles irrigation, and the Contractor gives notice before shutdown (Addendum 1, A1)
- Palm stump grinding, completed under prior work
- Locating or repairing unmarked private utilities
- Permitting, engineering and design fees
- Dewatering beyond standard trench pumping, and pond or lake drawdown
- Unsuitable soil removal and replacement beyond standard backfill
- Landscape plant replacement beyond the sod in Schedule I
- Electrical, mechanical and plumbing work
- Police traffic control and flaggers
- Steel plates and plate-handling loader, unless added by change order under Alternates 1 and 2

Assumptions

- Quantities are bid-form estimates; payment is by actual quantities placed, except lump-sum items.
- The site is available for continuous work from the Limited Notice to Proceed through completion.
- Existing pipe and structures to be connected to are serviceable.

Change order triggers

The following require written change order approval before the affected work proceeds:

- Unknown or unmarked utilities, or damage to unmarked private lines
- Groundwater requiring dewatering beyond standard trench pumping
- Unsuitable soils or structural failures found during excavation

- Additional trench cut, sidewalk removal or curb cut, billed at the Schedule II unit prices
- Quantity changes to any unit-priced item
- Owner-requested changes to the closure dates or access plan
- Nonemergency hurricane or storm recovery work
- Owner request to add Alternate 1 or 2, at its bid price

Acknowledged as Attachment 1 to the AIA A104-2017 Agreement dated October 7, 2026.

OWNER: Captiva Cay Homeowner's Association, Inc.

Signature _____

Name / Title _____

Date _____

CONTRACTOR: Firm Foundations Asphalt & Concrete LLC

Signature _____

Arthur Wilmoth, CEO/President

Date _____

PROPOSAL FOR:

Jose Cuarta, NV5

Captiva Cay Homeowner's Association, Inc.
9343 Blind Pass Rd.
St. Pete Beach, FL 33706

Firm Foundations
Asphalt and Concrete, LLC
Creating Stability Under Your Feet

Statement of Satisfactory Evidence of Similar Work

Our team is fully equipped with the necessary organization, capital, equipment, and machinery to deliver quality results, as demonstrated by our recent projects.

Under-drain for Creative Contractors at Bay Car Ball Park

For Creative Contractors, we undertook a comprehensive project at Bay Car Ball Park, where we installed a trench drain and under drain system, complete with a clean out. This project required working in tight spaces, for which we utilized specialized equipment. Additionally, We upgraded concrete sidewalks, and driveways to facilitate flood gate installations for the facility. Finishing off the area with St Augustine sod made this project a Home- Run.

Valley Curb Replacement for Point Brittany

Point Brittany, a 50-acre condo association, entrusted Firm Foundations with the replacement of 35 large sections of failing valley curbing throughout their community. Our team meticulously executed the project, ensuring that all replacements met the highest standards of quality and durability, thereby enhancing the overall aesthetic and functionality of the community's infrastructure.

Full Site Renovation for CVS in Sanibel Island

Firm Foundations successfully completed a full site renovation for CVS in Sanibel Island. This included the construction of ADA-compliant sidewalks, ramps, and entrances. Along with the repairing of the lift station and full parking lot replacement.

Pipe Repair at Braeloch Village

At Braeloch Village, Firm Foundations was selected to repair a storm drain pipe that was showing signs of leaking in four different areas. Our team efficiently dug out the entire area, patched and sealed all issues, and replaced one throat and both catch basin tops in the pipe run. We concluded the project by backfilling and compacting the roadway using crushed concrete and asphalt, restoring the area to its original condition and ensuring long-term reliability.

These projects underscore our ability to deliver high-quality workmanship in a variety of settings. We are confident in our capacity to exceed the expectations of your proposal and look forward to the opportunity to work together.

Firm Foundations
Asphalt and Concrete, LLC
Creating Stability Under Your Feet

MOT & Safety Plan

Purpose

The purpose of this document is to outline the Supplemental Maintenance of Traffic (MOT) and Safety Plan specifically designed for internal private parking lot operations conducted by Firm Foundations Asphalt & Concrete LLC. This plan ensures the safe and efficient operation of maintenance activities while minimizing disruption to residents and maintaining safety for all involved.

Work Hours

- **Standard Operating Hours:** Work is scheduled from 9:00 AM to 5:00 PM on weekdays to align with typical business hours and reduce inconvenience to residents.
- **Exceptions:** Any work required outside these hours must receive prior approval from the Homeowners Association (HOA) to ensure community awareness and minimize any disruptions.

Traffic Control Measures

- **Cones and Barriers:** Traffic cones will be strategically placed at all work areas to clearly demarcate construction zones and along partially blocked drive lanes to direct traffic flow safely.
- **Minimal Public Impact:** All operations are designed to have no impact on public roadways or sidewalks, maintaining public access and safety.

Safety Protocols

- **Personal Protective Equipment (PPE):** All crew members are required to wear full PPE, including hardhats, high-visibility vests, and safety boots at all times to ensure personal safety and compliance with safety regulations.
- **Spotters:** Designated spotters will be present to guide and monitor truck movements, reducing the risk of accidents during vehicle operations.
- **Backup Alarms:** All vehicles will have operational backup alarms to alert nearby individuals of reversing movements, enhancing safety in congested areas.

End-of-Day Conditions

- **Equipment Staging:** Each day, all equipment will be securely staged in a designated area to prevent unauthorized access and potential hazards.

- Drive Lane Accessibility: The road will be fully closed to vehicle traffic during removal and replacement. See the road closure schedule below.
- **Site Cleanliness:** The worksite will be left in a clean and orderly condition at the end of each day to maintain site integrity and community aesthetics.

This plan is designed to maintain a safe, efficient, and minimally disruptive work environment, prioritizing the safety and satisfaction of both workers and community members.

Hurricane Preparedness, Safety and Recovery

The safety of residents, workers and the surrounding community will guide all storm preparations and recovery activities. Firm Foundations will coordinate with the Owner and NV5 to secure the work area, protect drainage paths and excavations, secure or relocate materials and equipment, and suspend operations when necessary. Applicable evacuation orders and access restrictions will be followed. Work will resume after access is authorized and site conditions have been evaluated for safe operations.

If a hurricane, tropical storm, or associated storm surge or flooding affects the project—or requires precautionary shutdown—Firm Foundations and the Owner will coordinate the necessary response.

Firm Foundations will provide prompt notice and obtain written agreement on the scope and pricing of nonemergency recovery work before proceeding. Immediate protective measures may be taken when necessary for safety or to prevent further damage, with notification as soon as practicable.

Firm Foundations remains responsible for the reasonable precautions described above.

Road Closure Schedule

The road will be fully closed to vehicle traffic from Monday through Wednesday of the following week (approximately 1.5 weeks) while removal and replacement work is completed. Road-closed signs and barricades will be placed at each end of the closure, and no vehicle traffic will be permitted through the work zone until the work is complete.

Open excavations along pedestrian routes will be covered with 3/4-inch plywood, secured in place and marked, to maintain safe pedestrian passage. Firm Foundations will notify the HOA before mobilization so residents and emergency services can be informed of the closure dates.

Utility Locating

Firm Foundations will call Sunshine 811 before excavation begins. 811 marks public utilities only; private utilities are not located by Firm Foundations, and repairs to unmarked private lines require a change order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
WorkComp Solutions
26 Lake Wire Drive
Lakeland, FL 33815

www.workcompsolutionsfl.com

CONTACT NAME: Charity Bowe
PHONE (A/C, No, Ext): (863) 646-4642 **FAX (A/C, No):** (863) 646-3521
E-MAIL ADDRESS: charity.bowe@acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nationwide General Insurance Company	23760
INSURER B : Infinity Assurance Insurance Company	39497
INSURER C : Nationwide Mutual Insurance Company	23787
INSURER D : Bridgefield Casualty Insurance Company	10335
INSURER E :	
INSURER F :	

INSURED
Firm Foundation Asphalt & Concrete, LLC
10701 North Nebraska Avenue
Tampa FL 33612

COVERAGES **CERTIFICATE NUMBER:** 90342208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:			ACP CG013202134172	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			50013504501	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			ACP CU013202134172	1/1/2026	1/1/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196-44951	1/1/2026	1/1/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

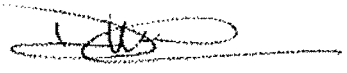
CERTIFICATE HOLDER

Captiva Cay Homeowner's Association, Inc.
9343 Blind Pass Rd.
St. Pete Beach FL 33706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Darrell J. Mills

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SECTION 00300
PROPOSAL / SCHEDULE OF BID ITEMS

SUBMITTED 10/7/2026

Proposal by Firm Foundations Asphalt & Concrete LLC
(Name)

10701 N Nebraska Ave. Tampa, FL 33612
(Address)

To furnish and deliver all materials and to do and perform all work in accordance with the Contract Documents attached hereto for:

To: Captiva Cay Homeowner's Association, Inc.
9343 Blind Pass Rd.
St. Pete Beach, FL 33706

Mailing Address:

2180 West SR 434 STE 5000
Longwood, FL 32779

Gentlemen:

The undersigned, as Bidder (herein used in the masculine singular, irrespective of actual gender and number), hereby declares that the only persons interested in this Proposal are named herein; that no other person has any interest in the proposal or in the Contract to which the Proposal pertains; that this Proposal is made without connections or arrangement with any other person, and that this Proposal is in every respect fair, in good faith, and without collusion or fraud. The Bidder also acknowledges that the following quantity figures are estimates, and are used only for bid comparison for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction, unless the bid item is designated as lump sum (L.S.) in which the quantity shall be one.

The Bidder further declares that he has complied in every respect with all of the Instructions to Bidders, that he has read all Addenda issued prior to the opening of bids, and that he has satisfied himself fully relative to all matters and conditions with respect to the work in which this Proposal, Specifications, General Conditions and other Contract Documents pertain.

The Bidder proposes and agrees, if this Proposal is accepted, to execute all appropriate Contract Documents for the purpose of establishing a formal contractual relationship between himself and

the Owner, as defined herein, for the furnishing of all materials and the performance of all work to which this Proposal pertains.

The undersigned, as Bidder, further agrees to start work within ten (10) consecutive calendar days after Notice to Proceed from the Owner to begin the work, and to complete the Contract Documents within 60 calendar days following the Notice to Proceed.

The Bidder further agrees to execute a Contract and furnish a satisfactory Payment and Performance Bond, if required by Owner, and a two-year Maintenance Bond, based on 10% and 110%, respectively of the Contract Price, within ten (10) consecutive calendar days after Notice of Acceptance from the Owner. Should a bond be required, the Owner will pay the actual costs as substantiated by invoice, up to a maximum of **Three** percent of the amount bonded.

The Bidder further agrees to do any extra work not covered by the following schedule of prices which may be ordered by the Owner and Engineer and to accept as full compensation therefore such prices as my be agreed upon in writing by the Owner and the Contractor in accordance with the General Conditions.

BID SUBMITTAL FORM

SUBCONTRACTORS

The Bidder further proposes that, in the event that the Bidder is awarded the contract, the following subcontracting firms or business will be awarded subcontracts for the following portions of the work: (Attach additional copies of this sheet as necessary)

ITEM OF WORK:
JNL Land Management - Clearing, Grubbing, Grading, Pipe Work and Complete Site Cleanup

Firm Name

Street | City | State | Zip

ITEM OF WORK:
Ranger Supply - Furnish and Install Replacement Silt Fence

Firm Name

Street | City | State | Zip

ITEM OF WORK:
Land Precision Corporation - Layout Stakes, and asbuilts

Firm Name

Street | City | State | Zip

ITEM OF WORK:
Specialty Paving - Asphalt Pavement Replacement

Firm Name

Street | City | State | Zip

ITEM OF WORK:
National Concrete & Construction - MES, Sidewalk, Curbing, Flowable Fill, Catch-Basin Collars

Firm Name

Street | City | State | Zip

ITEM OF WORK:
Test Lab Inc. - 3rd party testing

Firm Name

FL 34240

Street | City | State | Zip

BID SUBMITTAL FORM

SURETY

In the event the Bidder is awarded a construction Contract on this Proposal, the Surety who will provide the Performance and Payment Bond, if required, and 2-year Maintenance Bond will be

Wagner Bonding and Insurance

_____, whose address is _____

_____

Street City State Zip

INFORMATION REQUIRED OF BIDDER:

GENERAL INFORMATION

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal informal and may cause its rejection. Additional sheets shall be attached as required.

1. Contractor's Telephone Number: 813- 853-6597

2. Contractor's License: Primary Classification: Certified Building Contractor

   Florida State License No.: CBC1267421

   Supplemental Classification held, if any: _____

3. Number of years as a Contractor in construction work of this type: 5

4. Name of person who inspected site of proposed work for your firm:

   Name: Arthur Wilmoth

   Date of Inspection: 9/22/26

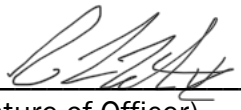
5. Statement of qualifications as defined in "INSTRUCTIONS TO BIDDER:, Section 1.08.

BID SUBMITTAL FORM

SIGNATURE:

Arthur Wilmoth

(Name of Bidder)



(Signature of Officer)

CEO / President

(Title of Officer)

(Affix Corporate Seal, if applicable)

Corporation under the laws of the State of _____

Address: 10701 N Nebraska Ave

City: Tampa State: FL

The full names and resident addresses of persons and firms interested in the foregoing bid, as principals, are as follows:

Arthur Lee Wilmoth IV - Wesley Chapel, FL - Firm Foundations Asphalt & Concrete LLC - Tampa, FL

Name of the executive who will give personal attention to the work:

Arthur Lee Wilmoth IV - Wesley Chapel, FL - Firm Foundations Asphalt & Concrete LLC - Secondary

Joe Santerelli - Brooksville, FL - Firm Foundations Asphalt & Concrete LLC - Primary

BID SUBMITTAL FORM

SCHEDULE I — EARTHWORK, DEMO AND GENERAL CONDITIONS

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Mobilization	LS	1	$5,307.42	$5,307.42
Layout Staking	LS	1	$6,462	$6,462
As-Built Plans (certified)	LS	1	$5,384	$5,384
Grading - Swales	SF	6600	$2.75	$18,150
Sod	SF	6925	$3.75	$25,968.75
Silt Fence	LF	300	$5.5	$1,650
Inlet/M.E.S. Protection	EA	13	$50	$650
Palm stump grinding (Addendum 1, A2) was completed				
under prior work and is no longer required.				
SUBTOTAL SCHEDULE I				$63,572.17

SCHEDULE II — ROAD CONSTRUCTION AND SITE CONCRETE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Ashalt Pavement Trench Cut (Min. 3 Ft) *	SY	0	$166.41	$0.00
Concrete Sidewalk Removal *	LF	0	$59.05	$0.00
Concrete Curb Cut (Joint to Joint) *	EA	0	$295.24	$0.00
Asphalt Pavement Replacement	SY	11	$420	$4,620
Concrete sidewalk Replacement(4" thick 3,000 psi)	LF	25	$160	$4,000
Concrete Curb Replacement (Joint to Joint)	EA	4	$475	$1,900
M.O.T. Plan	LS	1	$600	$600
* Qty 0 - work substantially complete. Unit price				
retained for change order billing if required.				
SUBTOTAL SCHEDULE II				$11,120.00

BID SUBMITTAL FORM

SCHEDULE III — STORM DRAINAGE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
8" PVC Pipe	LF	196	$189.89	$37,218.44
10" PVC Pipe	LF	162	$231.85	$37,559.70
12" PVC Pipe	LF	96	$292.57	$28,086.72
12" Drain Basin w/ Grate	EA	11	$1,425	$15,675
Single Downspout Assembly	EA	7	$815	$5,705
Double Downspout Assembly	EA	5	$1,250	$6,250
8"x6" Tee	EA	4	$510	$2,040.00
8"x8" Tee	EA	5	$565	$2,825
10"x6" Tee	EA	3	$625	$1,875
8"x6" Sweep Tee	EA	5	$620	$3,100
8"x6" Reducer Fitting	EA	5	$299	$1,495
Concrete M.E.S.	EA	2	$1,900	$3,800
SUBTOTAL SCHEDULE III				$145,629.86

SUMMARY OF BID SCHEDULES

Schedule I	—	Earthwork	$63,572.17
Schedule II	—	Road Construction	$11,120.00
Schedule III	—	Storm Drainage	$145,629.86
Schedule IV	-	Rework and Temporary Access	$19,815.38
		TOTAL COST	$240,137.41

Alternative Bid

Alt Bid 1 (Add)	Onsite Loader with Forks for Steel Plate Handling (LS)	$2,807.69
Alt Bid 2 (Add)	Steel Plates for Driveway Trench Crossings (LS)	$6,740.62
Alt Bid 3 (_____)		
Alt Bid 4 (_____)		

BID SUBMITTAL FORM

SCHEDULE IV - REWORK AND TEMPORARY ACCESS

Captiva Cay | Supplemental Bid Schedule

DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL AMOUNT
Flowable Fill Demolition, Removal, Hauling and Disposal	LS	1	$14,566.15	$14,566.15
Complete Jobsite Cleanup and Restart Preparation	LS	1	$5,249.23	$5,249.23
MOVED TO ALTERNATE BID 1 (see Summary of Bid Schedules)				Alt 1
MOVED TO ALTERNATE BID 2 (see Summary of Bid Schedules)				Alt 2
SUBTOTAL SCHEDULE IV				$19,815.38

Scope Notes

Complete site cleanup and restart preparation includes landscaping cleanup, trench filling, removal of the old silt fencing, pregrading, and general cleanup required to restart the work.

JNL Land Management will perform the complete cleanup within the included price.

Existing removal work remains included in the rework scope under the applicable bid items.
The two items above are additional to Schedules I, II and III.
Former items 3 and 4 (loader with forks; steel plates) are now Alternate Bids 1 and 2.

Ranger Supply will furnish and install the new silt fence after JNL's initial cleanup and pregrading and before new drainage excavation begins. Firm Foundations will purchase and install inlet/M.E.S. protection and handle ongoing erosion-control maintenance.

A stub in the last drainage basin for future connections is included in the price.

Pipe bedding and bedding/backfill around drainage basins shall be #57 crushed stone, except where flowable fill is required by Sheet 6 and Addendum 1.

ADDENDUM NO. 1

Project:	**Captiva Cay Condominiums ; 2026-191-018**
Project No.	**1910126-0000013.00**
Date Issued:	**April 28, 2026**
Pre-Bid Meeting Date:	**April 22, 2026**

TO ALL BIDDERS:

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below. All bidders shall acknowledge receipt of this Addendum on the Bid Form.

1. PURPOSE

This Addendum is issued to clarify and record questions, answers and changes discussed during the Pre-Bid Meeting. Where conflicts exist, this Addendum shall govern.

2. QUESTIONS & ANSWERS

Q1. Who is responsible for the existing irrigation line repairs or relocation?

A1. The clients landscape contractor will be responsible for any and all irrigation line/heads repair or replacement. Prior notification for the shut down of the irrigation system is required.

Q2. Who will address the existing palm stumps adjacent to the pool deck?

A2. The contractor is responsible for the grinding of approximately 24 palm stumps to a depth that will accommodate the regrading of the area. The palm stumps are not to be removed.

Q3. Who will place the sod at the regraded areas?

A3. The contractor shall place sod as required to cover all exposed soil in the regraded areas to ensure no erosion and shall maintain the erosion control devices until such time that the site has been stabilized.

Q4. How much curb should be removed and replaced?

A4. The schedule of bid items identifies 16 LF of removal and replacement. The quantities will be adjusted to remove and replace concrete curb from existing construction joints to existing construct joints.

Q5. What is the extent of flowable fill?

A5. The construction plan indicates flowable fill around the pipe up to the 6" limerock base with the final course is 1.5" PC-3. The existing details shall remain only if pipe is properly restrained. Otherwise hand-placed sand or fine stone up to the springline will be required. Use low density flowable fill (CLSM) with a strength of 50-150 psi.

Q6. Location of staging area?

A6. The staging area will be located at the easternmost part of the grassing area just past the pool equipment area. Precautions should be taken to protect the grounds.

Q7. Silt fence placement?

A7. Slit fence shall be placed between the patios of the building\units and the area of work. This is required on both sides of the project.

3. ENGINEERS' CLARIFICATION

1. The progress inspection and monitoring will be conducted by an NV5 Inspector and shall be your onsite contact.
2. I shall be the Project Manager (PM) and available through our field inspector or directly in the event of an emergency.
3. Close coordination with Russell Landscape (client's contractor) will be required as the area will be enhanced with new landscaping.
4. All pay requests will be coordinated with the inspector prior to the PM's review and approval for payment
5. All pay requests will require a partial release of lien from the contractor and all sub-contractors, vendors and material suppliers for each partial payment released.

6. All underground demolition or removal of existing drainage piping or structures within the trench or regrading areas shall be included in the unit price for drainage system placement and/or regrading.
7. A revised Bid Submittal Form, “Schedule of Bid items”, has been attached. Please use the revised form in your submittal.

4. BID DUE DATE

- Bud due date is revised to:
  Wednesday, May 6, 2026, by 5:00 PM (EDT)

ACKNOWLEDGEMENT

All bidders must acknowledge receipt of this Addendum in their bid submission

Issued by:

Project Manager
Jose R, Cuarta, P.E.

Company
NV5, Inc.

_____

Firm Foundations Asphalt & Concrete LLC hereby formally acknowledges receipt of **Addendum #1**, received on April 28th 2026

This addendum has been reviewed and has been incorporated into our bid/proposal as applicable.

Sincerely,



Arthur Wilmoth
Firm Foundations Asphalt & Concrete LLC
May 4th 2026

FIRM FOUNDATIONS
ASPHALT & CONCRETE LLC

10701 N Nebraska Ave
Tampa, FL 33612

PLANNED ONSITE EQUIPMENT

CAPTIVA CAY PROJECT

9343 Blind Pass Rd. | St. Pete Beach, FL 33706

Date: September 25, 2026

The following equipment is planned to be onsite for approximately 90% of the project work.

EQUIPMENT	ATTACHMENT / CONFIGURATION
Kubota KX040 or equivalent excavator	Demolition hammer; bucket
Kubota U17 or equivalent excavator	Bucket
Vermeer S650TX or equivalent mini skid steer	Auger with 36-inch bit; bucket
KCM 45ZV or equivalent loader	Forks (Alternate Bid 1 only)

Equivalent equipment may be substituted based on availability and site conditions.

Additions and Deletions Report for

AIA® Document A104® – 2017

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PAGE 1

AGREEMENT made as of the Seventh day of October in the year Two Thousand Twenty-Six

...

Captiva Cay Homeowner's Association, Inc., Florida not-for-profit corporation
9343 Blind Pass Rd., St. Pete Beach, FL 33706. Mailing: 2180 West SR 434, Suite 5000, Longwood, FL 32779

...

Firm Foundations Asphalt & Concrete LLC, Florida limited liability company; Florida Certified Building Contractor CBC1267421
10701 N Nebraska Ave, Tampa, FL 33612
(813) 853-6597

...

Captiva Cay Stormwater & Drainage Restoration
9343 Blind Pass Rd., St. Pete Beach, FL 33706
Storm drainage, swale grading, sod, site concrete and asphalt restoration, and rework for Captiva Cay Homeowner's Association, per NV5 plans and Addendum No. 1 (NV5 Project 2026-191-018).

...

NV5, Inc., an engineering firm, Engineer of Record; Jose R. Cuarta, P.E., Project Manager. All references to the "Architect" in the Contract Documents mean NV5, Inc., acting as the Owner's Engineer.
10500 University Center Drive, Suite 230, Tampa, FL 33612
(813) 765-4655

PAGE 3

[**X**] Established as follows:

...

Limited Notice to Proceed: Upon execution of this Agreement, the Contractor may begin the Schedule IV work only (Flowable Fill Demolition, Removal, Hauling and Disposal; and Complete Jobsite Cleanup and Restart Preparation), to be completed within twenty-one (21) calendar days after the date of this Agreement. The date of commencement of the Work shall be the date set forth in a full notice to proceed issued by the Owner, which the Owner shall issue upon completion of the Schedule IV work. If the Owner does not issue the full notice to proceed within seven (7) calendar days after the Contractor gives written notice that the Schedule IV work is complete, the date of commencement shall be the eighth (8th) calendar day after that notice. The Contract Time in Section 2.3.1 runs from the date of commencement determined above and does not include the Schedule IV period.

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...

[X] Not later than Sixty (60) calendar days from the date of commencement of the Work.

...

Schedule IV - Rework and Temporary Access (cleanup and restart preparation) under the Limited Notice to Proceed	21 calendar days after the date of this Agreement

...

[X] Stipulated Sum, in accordance with Section 3.2 below

...

§ 3.2 The Stipulated Sum shall be Two Hundred Forty Thousand One Hundred Thirty-Seven Dollars and Forty-One Cents ($ 240,137.41), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

None accepted. Alternate 1, Onsite Loader with Forks for Steel Plate Handling (LS), $2,807.69, and Alternate 2, Steel Plates for Driveway Trench Crossings (LS), $6,740.62, are not included in the Stipulated Sum. Either may be added by Change Order at the stated price at any time before Final Completion.

...

Grading - Swales	SF; bid quantity 6,600	2.75
Sod	SF; bid quantity 6,925	3.75
Silt Fence	LF; bid quantity 300	5.50
Inlet/M.E.S. Protection	EA; bid quantity 13	50.00
Asphalt Pavement Trench Cut (Min. 3 Ft)	SY; bid quantity 0; added work by Change Order only	166.41
Concrete Sidewalk Removal	LF; bid quantity 0; added work by Change Order only	59.05
Concrete Curb Cut (Joint to Joint)	EA; bid quantity 0; added work by Change Order only	295.24
Asphalt Pavement Replacement	SY; bid quantity 11	420.00
Concrete Sidewalk Replacement (4" thick, 3,000 psi)	LF; bid quantity 25	160.00
Concrete Curb Replacement (Joint to Joint)	EA; bid quantity 4	475.00
8" PVC Pipe	LF; bid quantity 196	189.89
10" PVC Pipe	LF; bid quantity 162	231.85
12" PVC Pipe	LF; bid quantity 96	292.57
12" Drain Basin w/ Grate	EA; bid quantity 11	1,425.00
Single Downspout Assembly	EA; bid quantity 7	815.00
Double Downspout Assembly	EA; bid quantity 5	1,250.00
8"x6" Tee	EA; bid quantity 4	510.00
8"x8" Tee	EA; bid quantity 5	565.00
10"x6" Tee	EA; bid quantity 3	625.00
8"x6" Sweep Tee	EA; bid quantity 5	620.00
8"x6" Reducer Fitting	EA; bid quantity 5	299.00
Concrete M.E.S.	EA; bid quantity 2	1,900.00

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...

None

PAGE 5

N/A

...

N/A

...

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed N/A ($ N/A), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

...

N/A

...

N/A

...

N/A

PAGE 6

None.

...

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

Ten percent (10%) of each progress payment, held until Substantial Completion and released with final payment. Each Application for Payment shall be reviewed with the Architect's field inspector before submission to the Architect's Project Manager, and shall include partial releases of lien from the Contractor and all Subcontractors, vendors and material suppliers for the amount of the payment.

PAGE 7

Final payment, including release of retainage, is due no later than 30 days after the Architect's final Certificate for Payment, upon the Contractor's delivery of certified as-built plans and final releases of lien from the Contractor and all Subcontractors, vendors and material suppliers.

...

[**X**] Arbitration pursuant to Section 21.6 of this Agreement

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...

No separate Specifications were issued. Technical requirements are in the Drawings, Addendum No. 1, and Attachment 1, Scope of Work, listed in Section 6.1.7.2.

...

NV5, Inc. construction plans for Captiva Cay Condominiums, NV5 Project 2026-191-018, Project No. 1910126-0000013.00, all sheets.

PAGE 8

Addendum No. 1, NV5, Inc. April 28, 2026 3

...

.1 Attachment 1, Scope of Work, Captiva Cay Stormwater & Drainage Restoration, prepared by Firm Foundations Asphalt & Concrete LLC, dated October 6, 2026. .2 Exhibit B, Captiva Cay Bid Packet Rev 2, dated October 6, 2026, 18 pages, including the Section 00300 Proposal / Schedule of Bid Items (Schedules I through IV and Alternate Bids 1 and 2, total $240,137.41), the MOT & Safety Plan (Hurricane Preparedness, Road Closure Schedule and Utility Locating), Planned Onsite Equipment, and Addendum No. 1 with acknowledgment. .3 Current Certificate of Liability Insurance naming Captiva Cay Homeowner's Association, Inc. as additional insured.

PAGE 10

Notices may be sent by email with a read receipt requested. Contractor: Arthur Wilmoth, CEO/President, arthur@firmfoundations.solutions. Owner: to the Owner's representative named in Section 19.4. Architect: Jose R. Cuarta, P.E., NV5, Inc.

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

...

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than 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.

...

§ 17.1.6 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.

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

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

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Not required ($ N/A) per claim and Not required ($ N/A) in the aggregate.

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Arthur Wilmoth, CEO/President
10701 N Nebraska Ave, Tampa, FL 33612
(813) 853-6597

...

arthur@firmfoundations.solutions
PAGE 26

_____ Arthur Wilmoth, CEO/President

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Certification of Document's Authenticity

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_____

(Signed)

_____

(Title)

_____

(Dated)

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