



AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 16th day of January in the year 2017
(In words, indicate day, month and year.)

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

Aquarius Condominium Association, Inc. – a Florida Not For Profit Corporation
2751 S. Ocean Drive
Hollywood, FL 33019
Tel. 954-921-7924

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

Structural Preservation Systems, LLC – a Maryland Limited Liability Company
2001 Blount Rd.
Pompano Beach, FL 33069
Tel. 954-984-9555

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

40 Year Restoration Project and Related Work
at Aquarius Condominium, Hollywood, Florida

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

Hillman Engineering Inc. – a Florida corporation
2437 SE 10th Court
Pompano Beach, FL 33062
Tel. 954-975-9008

The term "Architect" as listed throughout this document (A101) and the A201 shall mean "Engineer of Record" for all purposes.

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.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement of the Work shall be the date this Agreement is last signed by the Parties. The Work shall begin within five (5) calendar days of the permit being issued. Contractor shall apply for all required permits within five (5) calendar days from the date the necessary documents are provided by the Owner or its Engineer and shall expedite the processing of the same where possible. Time is of the essence.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than eighty (80) weeks from the start of construction.

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Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

In the event Contractor does not achieve substantial completion of the Work as set forth above, the parties hereto acknowledge that any delay beyond the scheduled dates of substantial completion may cause grave injury and damage to the Owner by virtue of additional noise, discomfort, loss of use, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to Owner would be uncertain and difficult if not impossible to determine. Consequently, if the Work has not been substantially completed on or before 80 weeks from the start of construction, time being of the essence, then the parties agree that as liquidated damages and not as a penalty, Contractor shall pay to Association an amount equal to \$500.00 for each **calendar** day of delay, past the date of substantial completion. All such liquidated damage amounts, if any, shall be paid by Contractor to Owner weekly, immediately upon each such failure of Contractor to comply with the substantial completion date set forth above. In the event that Contractor fails to make any one or more of the payments to Owner as required herein, Owner shall have the right to deduct any and all such amounts from the next sequential progress payment and/or final payment. The assessment of liquidated damages will operate as an election of remedies and shall be the Owner's sole and exclusive remedy for delay damages only. The liquidated damages contemplated by this provision are separate and distinct from any other potential damages the Owner may seek from Contractor related to this construction project. The total aggregate amount of liquidated damages for delay only will not exceed 5% of the Contract Sum.

Substantial completion shall be defined as the point where, in the opinion of the Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Association can utilize the Work and the entire project for its intended purposes, including but not limited to completion of all specified systems and items relating to life safety and regulatory use. A certificate of occupancy (or its equivalent) must be issued for substantial completion to be achieved; however the issuance of a certificate of occupancy is not determinative of the achievement or date of substantial completion.

The Contractor shall be entitled to an extension of time for inclement weather due to Acts of God beyond those numbers of days normally anticipated to occur during the performance of the Work but only upon a written and executed Change Order and only for weather situations which negatively impact the critical path of the Work.

In the event of emergency situations and those due to inclement weather such as hurricane or windstorm, Contractor shall be responsible to secure all of its equipment, material and the worksite at its sole cost so as to avoid foreseeable damages to Owner or its members/residents personal property.

ARTICLE 4 CONTRACT SUM

§ 4.1 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 Eleven Million Four Hundred Twenty Nine Thousand Six Hundred Sixty Five dollars (\$11,429,665.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract 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.)

§ 4.3 Unit prices, if any: **See Exhibit A - Contractor's completed Bid Form, dated January 10, 2017. The Bid Form and the lump sum price set forth in Sec. 4.1 above include a \$100,000.00 credit to Owner applied to lump sum values.**

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(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
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ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 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.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application 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.)

The Architect agrees to notify Contractor of any disputed item within ten (10) days of receipt of the Application for Payment. The Owner shall be obligated to pay the undisputed portion of the payment application within the above specified 30 day period; and shall pay for disputed items within five (5) days of resolution.

§5.1.3.1 Timely payment is a material term of the Agreement. If Contractor is not paid the undisputed portion within 45 days of the Architect's receipt of an invoice, Contractor shall be entitled to stop work by giving three (3) days written notice to the Architect and the Owner, without prejudice to any other remedy Contractor may have including the right to file a lien, claim or notice thereof on its behalf.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);

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- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work and written notice to the Contractor, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The amount of retainage shall be reduced from 10% to 5% after 50% of the Work, as measured by the schedule of values, has been completed.

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 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 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect and upon the following pre-conditions to final payment:
 - Delivery to Owner of all warranties, final certifications and approvals from all applicable governmental agencies and authorities, and similar documents.
 - Completions of all punch list work.
 - Removal of all temporary facilities from the site(s), along with construction tools and similar elements.
 - Complete final clean-up.
 - Delivery to Owner all Final Releases and Waivers of Lien from all subcontractors, sub-subcontractors, laborers, and materialmen.
 - Delivery to Owner of drawings prepared by Contractor which reflect the nature and extent of all work performed or repairs completed.
 - Satisfactory re-installation of all fixtures, if applicable.

Final payment shall not be paid by Owner to Contractor until all conditions outlined above have been satisfied and a certificate of completion has been issued by Owners representatives and Architects. Neither the final payment nor any provision of this Agreement or Contract Documents, nor partial or entire use of or occupancy of the premises by Owner, shall constitute a waiver by Owner of any of its rights against Contractor, an acceptance of the work not performed in accordance with the contract documents, or relieve Contractor of liability in respect to any express warranties or responsibilities for any faulty materials or workmanship, which shall be replaced in accordance with the terms of the warranty by Contractor.

§ 5.2.2 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:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to the provisions below, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

Mandatory Pre-Suit Mediation. Pursuant to Section 15.3 of AIA A201, as a condition precedent to litigation, all disputes arising under this Agreement must first be mediated by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that a Mediator from Salmon & Dulberg Dispute Resolution shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such presuit mediation.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)

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

President
C/O Community Association Mgr
2751 S. Ocean Dr., Hollywood, FL 33019
Tel. 954-921-7924
Email brockman@opmanagement.net

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

Colin Meneely
2001 Blount Road
Pompano Beach, FL 33069
954-984-9555
cmeneely@structural.net

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

§ 8.6 Other provisions:

Pursuant to Section 3.18, Indemnification, of AIA A201, Contractor will indemnify, hold harmless and legally defend (by legal counsel) the Owner to the fullest extent permitted by law, any liability and costs (including attorney's fees) for any act or omission of both Contractor and any of its subcontractors causing damages as a result of the same and Defend Owner in any legal proceeding (at all levels including trial and appeal) brought by any third party claiming damages to person or property in any way related to Contractor's work. This provision is supplemental and in addition to any and all of the protections set forth in Section 3.18.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Contractor's Certificate of Insurance	Certificate of Liability Insurance (ACORD 25)		1

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

See Exhibit B - Project Manual, Aquarius Condominium 40 Year Restoration Project & Related Work, dated October 20, 2016, 153 pp.

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

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

Number	Title	Date
A-1, A-2, S1-1, S-1, S-2, S-3, R-1, R-2, R-3	Hillman Engineering, Inc. Drawings	October 18, 2016
Drainage I, LP-I, Lighting Plan I, Pavers I, PB-I, MP-I, SS-I, PS-I	Landscape Architect Consultant's Drawings	October 3, 2016

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

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

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

AIA Document A201-2007, as negotiated between the parties, dated January 16 2017
- .2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Contractor’s completed Bid Form, dated January 10, 2017 (10 pp.)
Exhibit C – Contractor’s Scope Related Exceptions, dated January 9, 2017 (1 pg.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
1. Workers Compensation	Statutory Limit
2. General Liability	\$2,000,000 each occurrence/\$4,000,000 annual aggregate
3. Personal Injury	\$2,000,000 annual aggregate
4. Comprehensive Auto Liability	\$2,000,000 each occurrence (combined single limit)
5. Builders Risk/Contractual	\$2,000,000
6. Excess Limits (Umbrella)	\$10,000,000
7. Performance and payment bonds	Contract Sum

Contractor shall add the Aquarius Condominium Association, Inc. as "additional insured" under all relevant policies of insurance specifically including its liability policy of insurance. Prior to this Agreement becoming effective, Contractor shall present an Acord form Certificate of Insurance to Owner reflecting Owner listed as an additional insured.

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

Bhagwan Gupta, President
OWNER (Signature)

Col Meneely
CONTRACTOR (Signature)

BHAGWAN GUPTA
(Printed name and title)

Colin Meneely, Assistant Secretary
(Printed name and title)

On behalf of the
Association

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Additions and Deletions Report for AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:48:27 on 01/16/2017.

PAGE 1

AGREEMENT made as of the 16th day of January in the year 2017

...

Aquarius Condominium Association, Inc. – a Florida Not For Profit Corporation
2751 S. Ocean Drive
Hollywood, FL 33019
Tel. 954-921-7924

...

Structural Preservation Systems, LLC – a Maryland Limited Liability Company
2001 Blount Rd.
Pompano Beach, FL 33069
Tel. 954-984-9555

...

40 Year Restoration Project and Related Work
at Aquarius Condominium, Hollywood, Florida

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2437 SE 10th Court
Pompano Beach, FL 33062
Tel. 954-975-9008

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...

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than (—) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.) eighty (80) weeks from the start of construction.

PAGE 3

In the event Contractor does not achieve substantial completion of the Work as set forth above, the parties hereto acknowledge that any delay beyond the scheduled dates of substantial completion may cause grave injury and damage to the Owner by virtue of additional noise, discomfort, loss of use, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to Owner would be uncertain and difficult if not impossible to determine. Consequently, if the Work has not been substantially completed on or before 80 weeks from the start of construction, time being of the essence, then the parties agree that as liquidated damages and not as a penalty, Contractor shall pay to Association an amount equal to \$500.00 for each calendar day of delay, past the date of substantial completion. All such liquidated damage amounts, if any, shall be paid by Contractor to Owner weekly, immediately upon each such failure of Contractor to comply with the substantial completion date set forth above. In the event that Contractor fails to make any one or more of the payments to Owner as required herein, Owner shall have the right to deduct any and all such amounts from the next sequential progress payment and/or final payment. The assessment of liquidated damages will operate as an election of remedies and shall be the Owner's sole and exclusive remedy for delay damages only. The liquidated damages contemplated by this provision are separate and distinct from any other potential damages the Owner may seek from Contractor related to this construction project. The total aggregate amount of liquidated damages for delay only will not exceed 5% of the Contract Sum.

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application 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.)

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PAGE 5

- .1 Add, upon Substantial Completion of the ~~Work, Work~~ and written notice to the Contractor, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

...

The amount of retainage shall be reduced from 10% to 5% after 50% of the Work, as measured by the schedule of values, has been completed.

...

.2 a final Certificate for Payment has been issued by the ~~Architect, Architect~~ and upon the following pre-conditions to final payment:

- Delivery to Owner of all warranties, final certifications and approvals from all applicable governmental agencies and authorities, and similar documents.
- Completions of all punch list work.
- Removal of all temporary facilities from the site(s), along with construction tools and similar elements.
- Complete final clean-up.
- Delivery to Owner all Final Releases and Waivers of Lien from all subcontractors, sub-subcontractors, laborers, and materialmen.
- Delivery to Owner of drawings prepared by Contractor which reflect the nature and extent of all work performed or repairs completed.
- Satisfactory re-installation of all fixtures, if applicable.

Final payment shall not be paid by Owner to Contractor until all conditions outlined above have been satisfied and a certificate of completion has been issued by Owners representatives and Architects. Neither the final payment nor

any provision of this Agreement or Contract Documents, nor partial or entire use of or occupancy of the premises by Owner, shall constitute a waiver by Owner of any of its rights against Contractor, an acceptance of the work not performed in accordance with the contract documents, or relieve Contractor of liability in respect to any express warranties or responsibilities for any faulty materials or workmanship, which shall be replaced in accordance with the terms of the warranty by Contractor.

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For any Claim subject to, but not resolved by, mediation pursuant to ~~Section 15.3 of AIA Document A201-2007, the provisions below,~~ the method of binding dispute resolution shall be as follows:

...

Litigation in a court of competent jurisdiction

...

Mandatory Pre-Suit Mediation. Pursuant to Section 15.3 of AIA A201, as a condition precedent to litigation, all disputes arising under this Agreement must first be mediated by a Supreme Court Certified Circuit Civil Mediator in Broward County, Florida. The parties agree that the mediation shall occur within thirty (30) days of the date mediation is requested by either party. The Mediator shall be agreed upon but if the parties are unwilling or unable to agree, the parties agree that a Mediator from Salmon & Dulberg Dispute Resolution shall be binding on the parties. The parties agree to abide by the Mediator's Agreement, pay Mediator fees promptly and share them on an equal basis. Litigation may not be commenced until after mediation has been (i) declared an impasse by the Mediator or (ii) terminated in writing by one or both of the parties. The confidentiality provisions of the "Mediation Confidentiality and Privilege Act" shall attach to any such presuit mediation.

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Tel. _____
Email _____

...

Colin Meneely
2001 Blount Road
Pompano Beach, FL 33069
954-984-9555
cmeneely@structural.net

...

Pursuant to Section 3.18, Indemnification, of AIA A201, Contractor will indemnify, hold harmless and legally defend (by legal counsel) the Owner to the fullest extent permitted by law, any liability and costs (including attorney's fees) for any act or omission of both Contractor and any of its subcontractors causing damages as a result of the same and Defend Owner in any legal proceeding (at all levels including trial and appeal) brought by any third party claiming damages to person or property in any way related to Contractor's work. This provision is supplemental and in addition to any and all of the protections set forth in Section 3.18.

...

Contractor's Certificate of Insurance Certificate of Liability Insurance (ACORD 25) 1

...

See Exhibit B – Project Manual, Aquarius Condominium 40 Year Restoration Project & Related Work, dated October 20, 2016, 153 pp.

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<u>A-1, A-2, S1-1, S-1, S-2, S-3, R-1, R-2, R-3</u>	<u>Hillman Engineering, Inc. Drawings</u>	<u>October 18, 2016</u>
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<u>Drainage I, LP-I, Lighting Plan I, Pavers I, PB-I, MP-I, SS-I, PS-I</u>	<u>Landscape Architect Consultant’s Drawings</u>	<u>October 3, 2016</u>
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...

AIA Document A201-2007, as negotiated between the parties, dated January 16 2017

...

Exhibit A – Contractor’s completed Bid Form, dated January 10, 2017 (10 pp.)
Exhibit C – Contractor’s Scope Related Exceptions, dated January 9, 2017 (1 pg.)

...

<u>1. Workers Compensation</u>	<u>Statutory Limit</u>
<u>2. General Liability</u>	<u>\$2,000,000 each occurrence/\$4,000,000 annual aggregate</u>
<u>3. Personal Injury</u>	<u>\$2,000,000 annual aggregate</u>
<u>4. Comprehensive Auto Liability</u>	<u>\$2,000,000 each occurrence (combined single limit)</u>
<u>5. Builders Risk/Contractual</u>	<u>\$2,000,000</u>
<u>6. Excess Limits (Umbrella)</u>	<u>\$10,000,000</u>
<u>7. Performance and payment bonds</u>	<u>Contract Sum</u>

Contractor shall add the Aquarius Condominium Association, Inc. as "additional insured" under all relevant policies of insurance specifically including its liability policy of insurance. Prior to this Agreement becoming effective, Contractor shall present an Acord form Certificate of Insurance to Owner reflecting Owner listed as an additional insured.

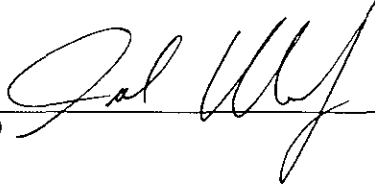
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Colin Meneely, Assistant Secretary

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:48:27 on 01/16/2017 under Order No. 4957014093_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

ASSISTANT SECRETARY

(Title)

1/17/16

(Dated)