



City of North Port

RESOLUTION NO. 2026-R-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, APPROVING THE CITY'S ACCEPTANCE OF THE CONVEYANCE OF FIRE STATION NO. 87 AND ASSOCIATED VEHICLES, EQUIPMENT, AND IMPROVEMENTS, EFFECTIVE UPON ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY; ACCEPTING ASSOCIATED WARRANTIES AND INTANGIBLE PROPERTY; ENTERING AN INDEMNITY AGREEMENT FOR FUTURE FINAL PAYMENT TO CONTRACTOR; PROVIDING FOR FILING OF DOCUMENTS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 12, 2024, the City of North Port entered into the Amendment and Restatement of West Villages Developer Agreement (Post Annexation) ("Developer Agreement") with West Villages Improvement District ("WVID") and Wellen Park, LLLP, f/k/a West Villages, LLLP ("WVLP"). The Developer Agreement requires WVID to (i) construct a fire station; (ii) purchase or otherwise acquire associated vehicles and equipment; and (iii) convey the fire station, as well as associated vehicles and equipment, and all associated warranties to the City (the real property and improvements, associated vehicles and equipment together referred to as "Fire Station No. 87"); and

WHEREAS, Wellen Park Construction, LLLP, a legal entity, has constructed Fire Station No. 87, on WVID's behalf, on the Fire Station No. 2 Parcel (the "property"). WVID owns the property, as well as the infrastructure and improvements thereon, as well as the associated vehicles and equipment; and

WHEREAS, the Developer Agreement requires conveyance of Fire Station No. 87 upon Final Completion, as defined in the Developer Agreement, which includes, but is not limited to, issuance of a Certificate of Occupancy; and

WHEREAS, the City of North Port Fire Rescue Department desires to occupy and operate Fire Station No. 87 as soon as practicable for public safety and operational readiness, so the parties executed a Temporary Use and Occupancy Agreement to allow the City to access, open, occupy, operate, and fully use Fire Station No. 87 through the date of formal conveyance pursuant to the issuance of a temporary certificate of occupancy; and

WHEREAS, Willis A. Smith Construction, Inc., provided construction services for Fire Station No. 87 and provided related warranties; and

WHEREAS, WVID desires to transfer ownership of Fire Station No. 87 to the City upon Final Completion, as defined in the Developer Agreement; and

WHEREAS, Wellen Park Construction, LLLP, and WVID desire to assign their warranty rights regarding Fire Station No. 87 to the City upon Final Completion, as defined in the Developer Agreement; and

WHEREAS, Wellen Park Construction, LLLP, and WVID have not made final payment to Willis A. Smith Construction, Inc., but are required to do so and desire to indemnify the City for such payment; and

WHEREAS, the City Commission of the City of North Port desires to approve acceptance of the conveyance now, to be effective upon issuance of the Final Certificate of Occupancy; and

WHEREAS, the City Commission of the City of North Port, Florida finds that this acquisition satisfies an immediate or future need of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are true and correct and are incorporated in this resolution by reference.

SECTION 2 – RESOLUTION

2.01 The approvals and acceptances in this Section 2 are approved upon adoption but will be effective as of the Effective Date defined in Section 6 (the “Effective Date”).

2.02 The real property at issue bears Sarasota County Property Appraiser parcel identification number 0807060001, and is legally described as:

Parcel 1 as shown on that certain *Fire Station #87* plat as recorded in Plat Book 59, Page 355, of the Public Records of Sarasota County, Florida (instrument no. 2025167974).

2.03 The City Commission accepts the transfer of ownership to the real property identified in Section 2.02 and the improvements thereon via the *General Warranty Deed* attached as Exhibit 1, effective as of the Effective Date. This acceptance is based on WVID's assurances in the Estoppel Letter attached as Exhibit 2.

2.04 The City Commission's acceptance in Section 2.02 is further based on the assurances in the *Indemnity Agreement* between WVID, Wellen Park Construction, LLLP, and the City, attached as Exhibit 3. The City Commission approves this agreement and authorizes the City Manager to execute it, upon receipt of Wellen Park Construction, LLLP's Affidavit and Release of Lien

2.05 The City Commission accepts the transfer of ownership to the vehicles, equipment, infrastructure, and improvements more particularly described in Exhibit A to the *Bill of Sale* (the “personal property”), attached hereto as Exhibit 4, via the *Bill of Sale* attached as Exhibit 4, effective as of the Effective Date.

2.06 The City Commission approves and authorizes the Mayor to execute the *Assignment and Assumption of Construction Warranties and Intangible Property and Assignment of Services Contracts* between the City, WVID, Wellen Park Construction, LLLP, Willis A. Smith Construction,

Off Grid Lighting III, LLLC, Hotwire Communications, Ltd., and SOS Solar, Inc., attached as Exhibit 5, upon receipt of all required attachments Any execution authorized by this Section will be deemed effective as of the Effective Date.

- 2.07 The City Commission approves and authorizes the Mayor to execute the *Agreement for the Delivery and Use of Irrigation Quality Water*, attached as Exhibit 6, which shall be deemed effective as of the Effective Date.
- 2.08 The City Commission authorizes the City Manager to execute any additional agreements, affidavits, estoppels, assignments, releases, instruments, or other documents, and to take any additional actions necessary to effectuate the conveyance and acceptance of Fire Station No. 87, the associated personal property, warranties, and intangible property, and to carry out the intent of this Resolution. Any execution authorized by this Section will be deemed effective as of the Effective Date.
- 2.09 Upon the City’s determination that Final Completion for Fire Station No. 87 has been achieved in accordance with the Developer Agreement, as amended, including issuance of the Final Certificate of Occupancy and delivery and acceptance of all documents outlined in Article 9, the City Commission authorizes the City Manager to execute an Acknowledgment of Final Completion and Satisfaction of Obligations for Fire Sation No. 87, confirming that the District’s obligations specific to Fire Station No. 87 under the Developer Agreement have been satisfied. Such acknowledgment will not waive, release, or limit any warranties, indemnities, latent defect claims, closeout obligations that survive Final Completion, or any other obligations that expressly survive under the Developer Agreement. The City Manager, with assistance from the City Clerk, is further authorized to record the acknowledgment in the Public Records.
- 2.10 All identified exhibits are incorporated in this resolution by reference.

SECTION 3 – FILING OF DOCUMENTS

- 3.01 The City Clerk or designee is directed to record the fully executed original resolution including exhibits with the Sarasota County Clerk of the Circuit Court on or promptly after the Effective Date.
- 3.02 The City Clerk or designee is directed to record the fully executed original *Warranty Deed* with the Sarasota County Clerk of the Circuit Court, concurrent with the recording of this resolution on or promptly after the Effective Date.
- 3.03 WVID will pay all applicable recording fees to the Sarasota County Clerk of the Circuit Court required by the filing of documents as set forth in this Section.

SECTION 4 – CONFLICTS

- 4.01 In the event of any conflict between the provisions of this resolution and any other resolution, in whole or in part, the provisions of this resolution will prevail to the extent of the conflict.

SECTION 5 – SEVERABILITY

- 5.01 If a court of competent jurisdiction finds that any section, subsection, sentence, clause, phrase, or provision of this resolution is for any reason invalid or unconstitutional, that provision will be

deemed a separate, distinct, and independent provision and will not affect the validity of the remaining portions of the resolution.

SECTION 6 – EFFECTIVE DATE

- 6.01 For purposes of this resolution, the “Effective Date” is the date on which the Final Certificate of Occupancy for Fire Station No. 87 has been received and accepted by the City. This resolution is approved upon adoption, but all acceptances and transfers authorized herein will be effective as of the Effective Date.
- 6.02 The City Manager, with the assistance of the City Clerk, is authorized to confirm the Effective Date by executing a Certificate of Effective Date and, if appropriate, recording such certificate in the Public Records.

ADOPTED by the City Commission of the City of North Port, Florida in public session on June 9, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMRICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

Prepared by and return to:

Lindsay Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

GENERAL WARRANTY DEED

THIS **SPECIAL WARRANTY DEED** is made this ____ day of _____, 2026, by and between **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida, whose address is c/o Special District Services, Inc., 2501-A Burns Road, Palm Beach Gardens, Florida 33410 (the “**Grantor**”); and the **CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, whose address is 4790 City Hall Boulevard, North Port, Florida 34286 (the “**Grantee**”).

(Wherever used herein the terms “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

The Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in the City of North Port, Sarasota County, Florida, described in the attached **Exhibit A**.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under the Grantor. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

[This space intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Witness

Name: _____

Address: _____

Witness

Name: _____

Address: _____

**WEST VILLAGES IMPROVEMENT
DISTRICT**, an independent district of the
State of Florida

By: _____

Name: John Luczynski

As its: Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as _____ of West Villages Improvement District, an independent district of the State of Florida, for and on behalf of said entity, who is [] personally known to me or [] produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

**RESOLUTION 2026-R-42
EXHIBIT 1 – WARRANTY DEED**

**EXHIBIT A
Property Description**

Parcel 1 as shown on that certain *Fire Station #87* plat as recorded in Plat Book 59, Page 355, of the Public Records of Sarasota County, Florida.

**RESOLUTION 2026-R-42
EXHIBIT 2 – ESTOPPEL LETTER**

WEST VILLAGES IMPROVEMENT DISTRICT - FIRE STATION 87
ESTOPPEL LETTER

DATE: 5/28/2026

OWNER: West Villages Improvement District

NOTE: * This Property is being conveyed from the West Villages Improvement District (WVID)
to the City of North Port.

LOT: Parcel 1, FIRE STATION #87, according to the plat thereof, recorded in Plat Book 59, Page 355-356, of the
Public Records of Sarasota County, Florida.

LOT TYPE: Fire Station

FOLIO NUMBER: 0807060001

CURRENT OUTSTANDING WVID DEBT ASSESSMENT FOR FIRE STATION 87:	\$0.00
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Note: This property is not part of any WVID Bond issues and therefore has no debt assessment or balance.

CURRENT OUTSTANDING WVID OPERATION & MAINTENANCE ASSESSMENT FOR FIRE STATION 87:	\$0.00
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Note: This property is currently owned by the WVID and therefore has no Operations or Maintenance assessments from WVID.

ESTOPPEL FEE:	\$0.00
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TOTAL DUE:	\$0.00
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PAYABLE TO WEST VILLAGES ID:	\$0.00
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PAYABLE TO SPECIAL DISTRICT SERVICES, INC:	\$0.00
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The check for the Bond Prepayment should be made payable to:

West Villages Improvement District

The check for the Estoppel Fee should be made payable to:

Special District Services, Inc.

The checks should be mailed to:

Special District Services, Inc.

2501A Burns Road

Palm Beach Gardens, FL. 33410


For inquiries, call: (561) 630-4922

Toll Free (877) 737-4922

Fax (561) 630-4923

Signed: _____

Date: _____


5/28/26

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EXHIBIT 3 – INDEMNITY AGREEMENT

INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT (“Agreement”) made and entered into this _____ day of _____ 2026 (the “**Effective Date**”) by **WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership (“**Wellen Park**” or “**Indemnitor**”), in favor of the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida (the “**City**”) and **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (“**WVID**”, and together with the City, “**Indemnities**”).

RECITALS:

A. On January 1, 2021 Wellen Park and Willis A. Smith Construction of Florida, Inc., a Florida Profit Corporation, entered that certain *Standard Form of Agreement Between Owner and Construction Manager as Constructor*, as supplemented by that certain *Guaranteed Maximum Price Amendment*, dated October 28, 2024 and that certain *Change Order # 1*, dated June 13, 2025 (collectively, the “**Construction Contract**”) for the construction of a fire station located on certain real property located in Sarasota County, Florida, more particularly described in Exhibit A (the “**Property**”).

B. On July 2, 2025, Wellen Park recorded a notice of commencement in the Official Records as Instrument Number 2025100427, Public Records of Sarasota County, Florida (the “**Notice of Commencement**”).

C. The contracted work evidenced by the Notice of Commencement pertains to work performed by Willis A. Smtih Construction, Inc, a Florida Profit Corporation, d/b/a Willis Smith Construction (the “**Contractor**”) on the Property pursuant to the Construction Contract.

D. As of the Effective Date, the remaining unpaid balance and retainage for the construction contract which is the subject of the Notice of Commencement is approximately \$ _____.

E. As of the Effective Date, Wellen Park intends to convey the Property to WVID and WVID intends to convey the Property to the City.

F. Indemnitor has agreed to indemnify Indemnities as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated as a part of this Agreement.

2. Indemnity. Indemnitor agrees to pay, protect, defend, indemnify, hold, and save harmless Indemnities from and against any and all loss, costs, damages, attorneys’

RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT

fees and expenses of any kind and nature, which Indemnities may suffer, expend, or incur by reason of Indemnitor's failure to make any payment under the Construction Contract which is the subject of the Notice of Commencement. For the avoidance of doubt, it is the intent of the parties that all loss, cost, or expense relating to mechanics' liens in connection with the work that is the subject of the Notice of Commencement will be borne by Indemnitor, and not by Indemnities.

3. Affidavit and Release of Lien. Upon completion of the work evidenced by the Notice of Commencement and receipt of Wellen Park's final payment due to Contractor, Wellen Park shall cause Contractor to provide a final contractor's affidavit and release of lien. Wellen Park will submit Contractor's affidavit and release of lien to the City within ten (10) business days of receipt.

4. Authority to Execute Agreement. Indemnitor warrants that the person signing this Agreement has full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

5. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue for any action pertaining to this Agreement shall be in Sarasota County, Florida.

6. Binding Effect/Counterparts. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. This Agreement may contain more than one counterpart of the signature page, and this Agreement may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages will be read as though one, and they will have the same force and effect as though all of the signatories have signed a single signature page.

7. Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by all parties and incorporated into this Agreement.

8. Severability. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by a party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by any party.

9. Complete Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. This

RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT

Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

10. Assignment. Indemnitor shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

11. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

[This space intentionally left blank; signature pages follow]

RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT

IN WITNESS WHEREOF, Wellen Park has caused this Agreement to be executed as of the date indicated.

WELLEN PARK:

**WELLEN PARK CONSTRUCTION,
LLLP, a Florida limited liability limited
partnership**

By: _____
Richard P. Severance, as its Vice President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2026, by Richard P. Severance, as Vice President for Thomas Ranch Manager, LLC a Delaware limited liability company and the Manager of Thomas Ranch Villages GP, LLC, a Delaware limited liability company and the General Partner of WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership, on behalf of the companies and the partnership.

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT

APPROVED by the City Commission of the City of North Port, Florida on
_____, 2026.

**THE CITY OF NORTH PORT,
FLORIDA**

A. JEROME FLETCHER II, ICMA-CM,
MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

**RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT**

IN WITNESS WHEREOF, WVID has caused this Agreement to be executed as of the date indicated.

WEST VILLAGES IMPROVEMENT DISTRICT, an independent district of the State of Florida

By: _____
Print name: _____
As its: _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026 by _____, as _____ of **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida, on behalf of the district. The above named person has produced a _____ as identification. If no identification is indicated, the above-named person is personally known to me.

(Notary Seal)

Signature of Notary Public

Print Name of Notary Public

I am a Notary Public of the State of Florida,
and my commission expires on _____.

**RESOLUTION 2026-R-42
EXHIBIT 3 – INDEMNITY AGREEMENT**

EXHIBIT A

Property Description

Parcel 1 as shown on that certain *Fire Station #87* plat as recorded in Plat Book 59, Page 355, of the Public Records of Sarasota County, Florida.

**RESOLUTION 2026-R-42
EXHIBIT 4 – BILL OF SALE**

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida, whose address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**WVID**”) paid by **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida, whose address is 4970 City Hall Boulevard, North Port, Florida 34286 (the “**City**”), for good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred, and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the City, its successors, and assigns, the following described property, assets, and rights, to-wit:

1. The vehicles, equipment, infrastructure, and improvements more particularly described in **Exhibit A**, attached hereto and made a part hereof; and all located on portions of the real property described in **Exhibit B**, attached hereto and made a part hereof, situated, lying, and being in Sarasota County, Florida.

TO HAVE AND TO HOLD all of the foregoing unto the City, its successors, and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims, or liens.

AND WVID does hereby covenant to and with City, its successors, and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that WVID has good right to sell said personal property and assets; that all contractors, subcontractors, and materialmen furnishing labor or materials relative to the construction of the personal property and assets have been paid in full, except for work performed under that certain notice of commencement recorded in the Official Records as Instrument Number _____, Public Records of Sarasota County, Florida, which is the subject of an indemnity agreement between Wellen Park Construction, LLLP, a Florida limited liability limited partnership, WVID, and the City; and that WVID will warrant and defend the sale of its said personal property and assets hereby made, unto the City, its successors, and assigns, against the lawful claims and demands of all persons whosoever.

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**RESOLUTION 2026-R-42
EXHIBIT 4 – BILL OF SALE**

IN WITNESS WHEREOF, WVID has caused this instrument to be executed in its name this ____ day of _____ 2026.

WEST VILLAGES IMPROVEMENT DISTRICT, an independent district of the State of Florida

By: _____
Name: John Luczynski
Title: Chairman, Board of Supervisors

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of West Villages Improvement District, an independent district of the State of Florida, for and on behalf of said entity, who is [] personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

**RESOLUTION 2026-R-42
EXHIBIT 4 – BILL OF SALE**

EXHIBIT A

Description of Infrastructure Improvements

**RESOLUTION 2026-R-42
EXHIBIT 4 – BILL OF SALE**

EXHIBIT B

Property Description

Parcel 1 as shown on that certain *Fire Station #87* plat as recorded in Plat Book 59, Page 355, of the Public Records of Sarasota County, Florida.

**ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION WARRANTIES AND
INTANGIBLE PROPERTY
AND ASSIGNMENT OF SERVICES CONTRACTS**

THIS ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION WARRANTIES AND INTANGIBLE PROPERTY AND ASSIGNMENT OF SERVICES CONTRACTS (this “**Assignment**”), made as of this ____ day of _____ 2026, by and between **WELLEN PARK CONSTRUCTION, LLLP**, a Florida limited liability limited partnership (“**Wellen Park**”); **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent district of the State of Florida (“**WVID**” and together with Wellen Park, the “**Assignors**”); the **CITY OF NORTH PORT, FLORIDA**, a political subdivision of the State of Florida (the “**Assignee**”); **WILLIS A. SMITH CONSTRUCTION OF SARASOTA, INC.**, a Florida corporation (“**Willis Smith**”); **OFF GRID LIGHTING III, LLC**, a Florida limited liability company (“**Off Grid Lighting**”); **HOTWIRE COMMUNICATIONS, LTD.**, a Florida limited partnership (“**Hotwire**”); and **SOS SOLAR, INC.**, a Nevada corporation, **D/B/A VIASOL LIGHTING** (“**Viasol**,” and together with Off Grid Lighting and Hotwire, collectively, the “**Services Contractors**,” and together with Willis Smith, collectively, the “**Contractors**”).

RECITALS

A. Willis Smith has provided construction services to Wellen Park pursuant to a contract for the provision of such services, attached hereto as **Exhibit A** (the “**Construction Contract**”), as amended from time to time, in connection with its construction of Fire Station No. 87 (the “**Improvements**”) on that certain real property owned by WVID and located in Sarasota County, Florida, more particularly described in **Exhibit B** (the “**Property**”).

B. As of the date set forth above, Wellen Park intends to convey the Improvements to WVID, which thereafter intends to convey to Assignee, and Assignee intends to accept the Property and the Improvements.

C. As part of the conveyance to the Assignee, Wellen Park and WVID intend to assign all construction warranties, including those provided in the Construction Contract, to Assignee. Assignors further intend to assign all rights to the engineering and architectural plans, specifications, and agency permits to Assignee.

D. Willis Smith acknowledges that the warranties are freely assignable and has no objection to the assignment of the warranties to Assignee.

E. The Services Contractors have commenced the provision of certain services to Wellen Park in connection with the operation of the Improvements pursuant to contracts for the provision of such services, attached hereto as **Composite Exhibit C** (collectively, the “**Services Contracts**”), as amended from time to time; and

Assignment of Warranties and Intangible Property and Assignment of Services Contractors-
Fire Station #87

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

F. As part of the conveyance to the Assignee, Wellen Park and WVID intend to assign the Services Agreements to Assignee.

NOW THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree, and the Contractors (collectively, the “**Parties**”) acknowledge, as follows:

1. **ACQUISITION OF IMPROVEMENTS; STATUS OF PAYMENT OF CONSTRUCTION COST FOR IMPROVEMENTS.** The Contractors acknowledge that Assignee is acquiring or has acquired the Improvements constructed by Willis Smith pursuant to the Construction Contract, from Assignors. Willis Smith acknowledges and agrees that, based upon its consent herein, all warranties, whether statutory or contractual, are assignable to Assignee and it has no objection to Assignors assigning to Assignee such warranties. Except to the extent set forth in that certain *Indemnity Agreement* executed concurrent herewith by Wellen Park, WVID, and the Assignee, Willis Smith confirms that it has been paid in full for its services rendered with respect to the construction of the Improvements pursuant to the Construction Contract.

2. **ASSIGNMENT AND ASSUMPTION.**

(a) Assignment of Construction Warranties. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignors’ right, title and interest, if any, in, to, and under any guaranties or warranties issued by Willis Smith under the Construction Contract and as set forth in the warranties and guarantees attached as **Exhibit D**. Willis Smith hereby agrees to fulfill such warranties pursuant to the terms of **Exhibit D** and Florida law. Assignee hereby acknowledge that Willis Smith’s consent to the assignment of such warranties does not create any new or additional warranty obligations on the part of Willis Smith or otherwise expand the scope of the warranties given to Assignor by Willis Smith.

(b) Assignment of Permits and Licenses. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignors’ right, title and interest, if any, in, to, and under licenses, approvals, certificates, consents, authorizations, variances, waivers, permits, and entitlements relating to the Property; and

(c) Assignment of Plans and Drawings. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignor’s right, title and interest, if any, in, to, and under the plans and specifications, drawings, and prints describing the Property, prepared by Kimley-Horn and Associates, Inc., as set forth in **Exhibit E** (collectively, the “**Intangible Property**”), to the extent assignable and relating to the Property.

(d) Assignment of Services Agreements. To the extent of their respective interests, Assignors hereby assign and transfer to Assignee all of Assignors’ right, title

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

and interest, if any, in, to, and under the Services Contracts attached as **Exhibit C**.

(e) Assumption. Assignee hereby accepts the foregoing assignments.

(f) Mutual Cooperation. Assignors and Assignee will each cooperate with each other, their employees, and agents to facilitate the purpose and intent of this Assignment including, without limitation, providing of information and documentation that may be reasonably required for the enforcement of the rights and interests assigned hereby—all without the obligation to expend any more than nominal funds in doing so.

3. **AUTHORITY TO EXECUTE AGREEMENT**. Assignors warrant that the person signing this Agreement has full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

4. **GOVERNING LAW AND VENUE**. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida. The venue for any action pertaining to this Agreement shall be in Sarasota County, Florida.

5. **BINDING EFFECT/COUNTERPARTS**. By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. This Assignment may contain more than one counterpart of the signature page, and this Assignment may be executed by the affixing of the parties' signatures to one or more of such counterpart signature pages; all such counterpart signature pages will be read as though one, and they will have the same force and effect as though all of the signatories have signed a single signature page.

6. **AMENDMENT**. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by the Parties and incorporated into this Agreement.

7. **SEVERABILITY**. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by any party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by any other party.

8. **COMPLETE AGREEMENT**. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the Parties, whether oral or written, with respect to the subject matter.

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

9. **ASSIGNMENT.** Assignors shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

10. **NON-DISCRIMINATION.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services.

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, Willis Smith has caused this Assignment to be executed as of the date indicated.

Willis A. Smith Construction of Sarasota, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of Willis A. Smith Construction of Sarasota, Inc., a Florida corporation, for and on behalf of said entity, who is personally known to me or produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, Off Grid Lighting has caused this Assignment to be executed as of the date indicated.

Off Grid Lighting III, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of Off Grid Lighting III, LLC, a Florida limited liability company, for and on behalf of said entity, who is [] personally known to me or [] produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, Hotwire has caused this Assignment to be executed as of the date indicated.

Hotwire Communications, Ltd., a Florida limited partnership

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of Hotwire Communications, Ltd., a Florida limited partnership, for and on behalf of said entity, who is personally known to me or produced _____ as identification.

Print Name: _____

Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, Viasol has caused this Assignment to be executed as of the date indicated.

SOS Solar, Inc., a Nevada corporation,
d/b/a ViaSol Lighting

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of SOS Solar, Inc., a Nevada corporation, d/b/a ViaSol Lighting, for and on behalf of said entity, who is personally known to me or produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, WVID has caused this Assignment to be executed as of the date indicated.

WEST VILLAGES IMPROVEMENT DISTRICT, an independent district of the State of Florida

By: _____
John Luczynski,
as its Chairman

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as _____ of West Villages Improvement District, an independent district of the State of Florida, for and on behalf of said entity, who is personally known to me or produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

IN WITNESS WHEREOF, Wellen Park has caused this Assignment to be executed as of the date indicated.

WELLEN PARK CONSTRUCTION, LLLP, a Florida limited liability limited partnership

By: _____
Richard P. Severance,
as its Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by _____, as _____ of Wellen Park Construction, LLLP, a Florida limited liability limited partnership, for and on behalf of said entity, who is personally known to me or produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

APPROVED by the City Commission of the City of North Port, Florida on _____, 2026.

THE CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM,
MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S
CITY ATTORNEY

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

EXHIBIT A

**Construction Contract between Wellen Park Construction, LLLP
and Willis A. Smith Construction of Sarasota, Inc. for the Improvements**

[See attached]

Exhibit A

 **AIA** Document A133® – 2019 Exhibit S-1

Guaranteed Maximum Price Amendment

This Amendment dated the 28th day of October in the year 2024, is incorporated into the accompanying AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 1st day of January in the year 2021 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)
Wellen Park North Port Fire Station 87
Preto Boulevard
North Port Florida 34293

Construction of a new, single-story, 8,000 +/- square foot Fire Station for the City of North Port Fire Department.

THE OWNER:
(Name, legal status, and address)

Wellen Park Construction, LLLP
4901 Vineland Road, Suite 450
Orlando, FL 32811
Owner's Representative: John E. Luczynski, Sr. Vice President

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd
Sarasota, FL 34240
Construction Manager's Representative: Bretton Raymaker, Vice President

ARCHITECT:

PRA – Plunket Raysich Architects, LLP
1970 Main Street, Suite 201
Sarasota, FL 34236
Architect's Representative: John Holz, AIA, Partner

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™-2017, 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.

Exhibit A

TABLE OF ARTICLES

- S.1 GUARANTEED MAXIMUM PRICE**
- S.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- S.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- S.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE S.1 GUARANTEED MAXIMUM PRICE

§ S.1.1 Guaranteed Maximum Price

The Guaranteed Maximum Price shall be determined after completion of the plans and specifications by the Architect and the Subcontractor’s bids are received by the Construction Manager, which Guaranteed Maximum Price shall be set forth in a subsequent GMP Amendment to the Master Agreement. The guaranteed Maximum Price shall be the sum of the Construction Manager’s estimate of the Cost of the Work, any contingencies described in Section 3.2.4 and the Construction Manager’s Fee, and shall be submitted to the Owner for review and acceptance prior to incorporation into the Agreement. A portion of the General Requirements and General Conditions may be Lump Sums to be identified in the GMP.

§ S.1.1.1 Preconstruction Services – Preconstruction Services shall be calculated at the rate of 1% of the final contract amount. Based on the GMP Estimate dated June 7, 2016, the Preconstruction Services fee is \$46,451.67, based on a conceptual estimate of \$4,645,167. The final Preconstruction Services fee will be adjusted and reconciled based on the final GMP contract amount.

§ S.1.1.2 Accounting Records – Article 10 of the Master Agreement is hereby amended to: The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be Timberscan Titanium, Sage Timberline, Procure and/or Miter, unless as otherwise agreed in writing by the Parties.

§ S.1.1.3 The Construction Manager’s Fee is five percent (5%).

§ S.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is five percent (5%).

§ S.1.1.5 Alternates

§ S.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
TBD	

§ S.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit S-1. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None at this time.		

(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ S.1.1.6 Unit prices, if any:

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

Init.

Exhibit A

Item	Units and Limitations	Price per Unit (\$0.00)
Staffing Rates as per the General Conditions.		

ARTICLE S.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

- The date of execution of this Amendment.
- Milestone Dates are established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Schematic Design	October 11, 2024
Design Development	November 15, 2024
Construction Documents	January 31, 2025
Construction Commencement Date:	May 5, 2025

The above milestone dates include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants and for approval of submissions by authorities having jurisdiction over the Project, if any. Milestone Dates are of the essence, and shall not be exceeded.

§ S.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ S.2.3 Substantial Completion

§ S.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () months from the date of commencement of the Work.
- By the following date: May 29, 2026

§ S.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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ S.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE S.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ S.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ S.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ S.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 15:26:17 ET on 10/28/2024 under Order No.2114484972 which expires on 11/19/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aicontracts.com.

Exhibit A

TBD

§ S.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

TBD

§ S.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information: None at this time.

§ S.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
TBD	

§ S.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

TBD

§ S.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

The Guaranteed Maximum Price will be determined through the development and finalization of architectural drawings and scope of work, which are currently pending.

§S.3.1.8 **Builder's Risk Insurance** - Builder's Risk coverage is insurance that provides coverage for the structure while it is being built. Should the Construction Manager provide Builders Risk coverage, the Owner understands that the policy will have a **minimum** windstorm deductible of 3% of the total contract value. Should a windstorm loss occur, there is a potential for the Owner to realize significant expenses based on the severity of the loss. Owner also understands that the deductible is based on the **total contract value** and not on the amount of the loss.

ARTICLE S.4 OWNER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ S.4.1 The Owner shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

CIVIL:
Kimley Horn
1800 2nd Street #900
Sarasota, FL 34236
Ph. 941-379-7600

Exhibit A

STRUCTURAL:

Snell Engineering Consultants
1517 State Street, Suite 202
Sarasota, FL 34236
Ph. 941-954-0681

**FIRE PROTECTION, PLUMBING,
MECHANICAL, ELECTRICAL**

ME3 Consulting Engineers, LLC
5300 Paylor Lane
Sarasota, FL 34240
Ph: 941-748-1319

ARTICLE 5.5 PERFORMANCE AND PAYMENT BONDS

This project does not include any Performance and Payment Bonds.

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

Wellen Park Construction, LLLP



OWNER (Signature)

John E. Luczynski, Sr. Vice President
(Printed name and title)

OWNER (Signature)

(Printed name and title)

Willis A. Smith Construction, Inc.



CONSTRUCTION MANAGER (Signature)

Bretton Raymaker, Vice President
(Printed name and title)

Exhibit A

 **AIA® Document A133™ – 2019**

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the ___1st___ day of January in the year 2021
(In words, indicate day, month, and year.)

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

Wellen Park Construction, LLLP, a Florida limited partnership
4901 Vineland Road, Suite 450
Orlando, FL 32811

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

Willis A. Smith Construction of Sarasota, Inc., a Florida corporation
935 N. Beneva Road, Suite 609 #1023
Sarasota, FL 34232

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

The Project, or "Projects" will be determined by one or more separate Project Specific Addenda (individually the "Project Specific Addendum" or collectively the "Project Specific Addenda"). Each Project Specific Addendum shall be executed in connection with this Agreement and shall concern its own Project and shall not be blended with other Projects or other Project Specific Addenda, if any. If a Project is awarded to the Construction Manager, the name, location and detailed description of the Project shall be identified on the Project Specific Addendum. Owner makes no representation as to the number of Projects that will be awarded to the Construction Manager. This Agreement shall serve as a master agreement between the parties for all future Projects that may be awarded by the Owner to the Construction Manager pursuant to one or more Project Specific Addenda.

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

See Project Specific Addendum for the name, and address of the Architect for the specific Project.

The Owner and Construction Manager 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™–2017, 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.

Init.

Exhibit A

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	GENERAL PROVISIONS
3	CONSTRUCTION MANAGER'S RESPONSIBILITIES
4	OWNER'S RESPONSIBILITIES
5	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
6	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
7	COST OF THE WORK FOR CONSTRUCTION PHASE
8	DISCOUNTS, REBATES, AND REFUNDS
9	SUBCONTRACTS AND OTHER AGREEMENTS
10	ACCOUNTING RECORDS
11	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
12	DISPUTE RESOLUTION
13	TERMINATION OR SUSPENSION
14	MISCELLANEOUS PROVISIONS
15	SCOPE OF THE AGREEMENT

- EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
- EXHIBIT B INSURANCE AND BONDS
- EXHIBIT C CONSTRUCTION MANAGER'S WAGE RATES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Project Specific Addendum

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Owner shall provide necessary surveys and a legal description of the site upon written request of the Construction Manager.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

(Provide total and, if known, a line item breakdown.)

Init.

Exhibit A

See Project Specific Addendum

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

See Project Specific Addendum

- .2 Construction commencement date:

See Project Specific Addendum

- .3 Substantial Completion date or dates:

See Project Specific Addendum

- .4 Other milestone dates:

See Project Specific Addendum

§ 1.1.5

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.6

(Paragraphs deleted)

Intentionally deleted.

(Paragraph deleted)

§ 1.1.7

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

(List name, address, and other contact information.)

See Project Specific Addendum

§ 1.1.9

(Paragraphs deleted)

Intentionally deleted.

§ 1.1.10 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:

See Project Specific Addendum

- .2 Civil Engineer:

(Paragraphs deleted)

See Project Specific Addendum

§ 1.1.11 The Architect's representative:

Init.



3
JCO

Exhibit A

See Project Specific Addendum

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

See Project Specific Addendum

§ 1.1.13
(Paragraphs deleted)
Intentionally deleted.

§ 1.1.14
(Paragraphs deleted)
Intentionally deleted.

§ 1.1.15 Intentionally deleted.

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

(Paragraph deleted)

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, General Conditions, Drawings, Specifications, Project Specific Addenda, 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. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Construction Manager by the date of Substantial Completion. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern and control over the exhibits to the Agreement. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, 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 Construction Manager represents that it has the expertise and experience required for the Project and handling the bidding, negotiating, scheduling, cost control and contracting procedures in connection with the same. The Construction Manager further acknowledges that it has visited the Project site, examined all conditions affecting the Work and is fully familiar with all of the conditions thereon and affecting the same. All persons employed by the Construction Manager for the performance of the Work shall be employees of the Construction Manager and neither the Construction Manager nor any such employees shall be deemed employees of the Owner for any purpose whatsoever; the Construction Manager being at all times, acting as an independent contractor hereunder, responsible as an independent contractor to the Owner. Owner is only interested in the results obtained specific to Construction Manager's Work. Construction Manager shall be responsible for withholding and payment of income, social security, and unemployment taxes to its employees. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified and agreed upon by Owner and Construction Manager, shall apply as follows: Section 1.5,

Exhibit A

Ownership and Use of Documents; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in the revised A201–2017, as modified and agreed upon by Owner and Construction Manager, which document is incorporated herein by reference. The term "Contractor" as used in the revised A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

Construction Manager shall commence Preconstruction Services on the execution of the Project Specific Addendum, and will perform those services promptly and so as not to delay the design process.

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide an evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other. The Construction Manager will consult and collaborate with the Owner and Architect during each phase of the design process, to bring its perspective and expertise as a Construction Manager to the design process with the goal of achieving a design that meets the Owner's requirements and is within the Owner's budget. At all times during the Preconstruction phase, the Construction Manager will oversee the Project schedule and advise the Owner and the Architect of any circumstances affecting the Project schedule.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. In addition to providing the assistance described in this section and its subparts, the Construction Manager will advise the Owner regarding the purchase of long lead time items, and regarding the purchase of materials likely to be affected by price escalations. Throughout the Preconstruction phase, Construction Manager will also advise the Owner and the Architect regarding actions that can be taken to reduce the impact of material shortages or labor disputes on the Project, and will provide cost estimates for alternate design and material choices, as well as recommendations of other cost reduction strategies. Construction Manager's consultation and collaboration in the design process shall not give Construction Manager any ownership, copyright or right to use design or any design documents except as necessary to complete the Work. The Owner may require the Construction Manager to, or the Construction Manager may at its option, engage Subcontractors and/or consultants in the Preconstruction Phase in order to improve the quality of the cost estimating process and/or broaden the insights into the design from the construction perspective. If such Subcontractors/consultants are so engaged, the fees for their services will be included in the Preconstruction compensation paid by the Owner to the Construction Manager, and each Subcontractor/consultant will be paid by the Construction Manager from the Preconstruction compensation.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be

Exhibit A

provided by the Construction Manager during the Construction Phase. The Construction Manager will work with the Architect and the Owner to identify any issues regarding constructability or code compliance that Construction Manager believes arise during the Preconstruction phase. Construction Manager will also offer its suggestions as to value engineering, will provide on-going cost estimating, will work with the Architect and the Owner to create a proposed schedule. There will be complete transparency with respect to the ongoing cost estimating, including the overhead and profit included in the estimates.

(Paragraph deleted)

§ 3.1.3.3.1 Schematic Design Documents. Schematic Design Documents are drawings and other documents, including engineering narratives, illustrating the scope, scale and relationships of Project components including consideration of alternate materials and systems and development of conceptual design solutions. If the Construction Manager has been engaged at this phase of the design process, the Construction Manager will consult and collaborate with the Architect during the development of the Schematic Design Documents and advise the Owner and Architect as to any issues regarding constructability or code compliance that Construction Manager believes arise during this phase of the design process. Construction Manager will also offer its suggestions as to value engineering, will provide ongoing cost estimating (particularly as compared to the Owner's budget) and will work with the Architect and the Owner to revise the Project schedule, as appropriate. There will be complete transparency with respect to the ongoing cost estimating, including the overhead and profit included in the estimates.

§ 3.1.3.3.2 Design Development Documents. Design Development Documents are documents, including engineering narratives, that illustrate and describe the refinement of the design of the Project, or portion thereof, establishing the forms, size and appearance of the Project, or portion thereof, through plans, sections and elevations, typical construction details, riser diagrams, and equipment layouts, and through specifications that identify major materials, equipment and systems and establish their quality. If the Construction Manager has been engaged at this phase of the design process, the Construction Manager will consult and collaborate with the Architect and the Owner during the development of the Design Development Documents and advise the Owner and Architect as to any issues regarding constructability or code compliance that Construction Manager believes arise during this phase of the design process. Construction Manager will also offer its suggestions as to value engineering, will provide ongoing cost estimating (particularly as compared to the Owner's budget) and will work with the Architect and the Owner to revise the Project schedule, as appropriate. There will be complete transparency with respect to the ongoing cost estimating, including the overhead and profit included in the estimates.

§ 3.1.3.3.3 Construction Documents. Construction Documents are Drawings and Specifications that set forth in detail the requirements for the construction of the Project, or portion thereof. The Construction Manager will consult and collaborate with the Architect and the Owner in the development of the Construction Documents and advise the Owner and Architect as to any issues regarding constructability, budget alignment or code compliance that Construction Manager believes arise during this phase of the design process. Construction Manager will also offer its suggestions as to value engineering, will provide ongoing cost estimating (particularly as compared to the Owner's budget) and work with the Architect and the Owner to revise the Project schedule, as appropriate. There will be complete transparency with respect to the ongoing cost estimating, including the associated overhead and profit. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner or the Architect will promptly reply in writing to the Construction Manager if either know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed Subcontractors or suppliers, nor shall it waive the right of the Owner or Architect later to object to or reject any proposed Subcontractor or supplier.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

(Paragraph deleted)

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. The Construction Manager shall be solely responsible for the performance of each of the Subcontractors contracted with the Construction Manager, and shall indemnify and hold harmless the Owner from and against any and all additional costs and liability in excess of the Guaranteed Maximum Price incurred as a result of failure of any Subcontractor to perform in accordance with the applicable subcontract. In no event will any cost or expense resulting in any manner from the negligence, fault, breach or failure of any Subcontractor to perform be a Cost of the Work as defined in this Agreement.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the

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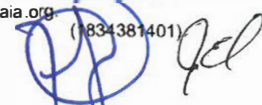


Exhibit A

Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal or GMP Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.1.1 The submission of the GMP proposal shall be a representation that the Contract Documents are sufficient to have enabled the Construction Manager to determine the Cost of the Work in order to enter into the Guaranteed Maximum Price Amendment and that the Drawings, the Specifications and all Addenda will be sufficient to enable it to construct the Work outlined herein. Construction Manager specifically represents and warrants to Owner that it has, by careful examination, satisfied itself as to: (1) the nature, location and character of the Project and the site, and all structures and obstructions thereon, both natural and man-made; (2) the nature, location and character of the general area in which the Project is located, including without limitation, its climatic conditions, available labor supply and labor costs; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. The Construction Manager shall in a timely manner require that each Subcontractor carefully examine and become familiar with the Contract Documents, the site and all reasonable, observable conditions affecting the Work.

§ 3.2.2 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.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based;
- .5 A date by which the Owner must accept the Guaranteed Maximum Price; and
- .6 proposed dates for Substantial Completion and final completion.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The GMP proposal shall identify all allowance items and the amount allowed for each, and shall specify the amount of the Construction Manager's contingency. Construction Manager certifies that all allowances will be sufficient to provide function and appearance consistent with industry standards and the Contract Documents.

§ 3.2.4.1 For the purpose of this Section, a contingency is a predetermined amount or percentage of the contract held for unpredictable changes in the Project. Construction Manager's contingencies pay for unknown conditions such as price

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escalation of a product, design changes in scope or due to errors and omissions, or necessary construction changes that are realized on site during construction.

§ 3.2.4.2 The Construction Manager has full control over the use of the contingency, and is able to use it as needed. The Construction Manager will, at Owner's request, provide Owner with a monthly report of how much of the contingency has been used and for what purpose.

§ 3.2.4.3 Any remaining contingency shall be returned 100% to the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both, provided, however, that Owner shall have no obligation to identify inconsistencies or inaccuracies and Owner's failure to identify any inconsistency or inaccuracy shall not entitle Construction Manager to a change in the Guaranteed Maximum Price after the Guaranteed Maximum Price proposal has been accepted by Owner. The Owner has no obligation to accept the Construction Manager's GMP proposal. If the Owner does not accept the GMP proposal, this Agreement will be concluded, and the Construction Manager will be paid only its compensation for the Preconstruction phase services. If the Owner accepts the GMP proposal for all or a portion of the Work, the parties will execute the GMP Amendment for all or the agreed upon portion of the Work, and the GMP Amendment will become part of the Contract Documents.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 Preliminary Construction. At Owner's sole option, Owner may direct Construction Manager to perform preliminary construction work prior to the execution of the GMP Amendment if in Owner's sole judgment the commencement of such preliminary construction work is appropriate to take advantage of the scheduling and cost savings opportunities provided by the Construction Management delivery system. If Owner elects to do so, Owner and Construction Manager will enter into a Preliminary Construction Change Orders, for the work in question, the performance of which shall be governed by the Construction Services portion of this Agreement. The execution of such a Preliminary Construction Change Order shall not alter any of the parties' rights and obligations under this Agreement, including the Owner's right to reject the GMP Amendment and terminate the remainder of the Agreement. Any materials required for the performance of the Preliminary Construction shall be purchased at Owner's written request. Preliminary Construction Change Orders are entered into with the understanding that they will be consistent with the Project budget and other Project goals. Should the scope or cost of any proposed Preliminary Construction Change Order (either individually, or in combination with prior Amendments) create a question as to whether the Project can be completed within the Project budget or schedule, Construction Manager shall advise the Owner of that fact prior to the execution of the proposed Preliminary Construction Change Order. Other than as expressly provided herein, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

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Exhibit A**§ 3.3 Construction Phase****§ 3.3.1 General**

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.1.3 In addition to the other obligations of the Construction Manager set forth in the Contract Documents, the Construction Manager shall perform the following services during the Construction Phase:

- .1 Consult with and advise Owner concerning all major materials and/or construction elements to be used, taking into consideration speed of construction and delivery date;
- .2 Review the Specifications and make recommendations, where necessary, as to safety and health regulations for the construction of the Project, compliance with the Americans with Disabilities Act and the establishment and implementation of a comprehensive safety program for the Project;
- .3 Comply with all applicable laws, ordinances, codes, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property and to pay any fines or penalties imposed for violation thereof (the costs of which shall be the sole responsibility of, and shall not be recoverable from Owner by Construction Manager, unless Construction Manager was specifically directed by Owner in writing);
- .4 Use all reasonable efforts to minimize labor conflicts, work stoppages and jurisdictional disputes involving the Project, including, but not limited to, conflicts arising from the use by Owner of separate contractors with non-union employees;
- .5 Arrange for all required code inspections by the appropriate governmental agencies having jurisdiction, all required control inspections and all required laboratory testing in a timely manner in accordance with the Project Progress Schedule, the plans and Specifications or as may reasonably be required by Owner.
- .6 Transmit to Owner guaranties, affidavits, releases, bonds and waivers, as set forth in the Contract Documents, concurrent within 30 days of the date of Substantial Completion of all phases of Work.
- .7 Not display on or about the Project site any sign, trademark or other advertisement, without obtaining the prior written consent of Owner; and
- .8 Conduct all operations in a manner to minimize the risk of loss, theft or damage by vandalism, sabotage, weather or any other means to any work, materials, equipment or other property at the site.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017 (as modified). No changes in the date of Substantial Completion shall be made without the Owner's prior approval. Time is of the essence of all deadlines in the schedule, including, but not limited to, the time set for Substantial Completion and final completion of the Project.

§ 3.3.2.3 The Construction Manager shall perform, or cause to be performed, all of the Work associated with the Project as detailed in the Contract Documents and shall be responsible for the performance of all Work subcontracted by the Construction Manager. The Construction Manager shall perform, or cause to be performed through Subcontractors, all of

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the Work described in, and reasonably inferable from, the Contract Documents in a good and workmanlike manner, and in accordance with all applicable laws and regulations, and in accordance with the construction schedule. The Construction Manager will provide the Owner with monthly reports detailing the progress of the Project, and identifying any deviations from the construction schedule and any costs of the Work that exceed the Construction Manager's prior estimates.

§ 3.3.2.4 Should Construction Manager self-perform any portion of the Work in excess of \$50,000, then Construction Manager will obtain three (3) bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from a list mutually agreed to by Owner. If obtaining three (3) bids is not practical, the Construction Manager, upon approval by the Owner, may proceed on lesser number of bids. After analyzing such bids, the Construction Manager shall deliver such bids to the Owner and Architect. The Construction Manager's bid for any portion of the Work that it proposes to self-perform shall be submitted to the Owner at least 48 hours before the Construction Manager receives bids from Subcontractors for that portion of the Work. Such bidding requirements shall also apply to material and equipment suppliers where the Construction Manager proposes to do self-performed work. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the Guaranteed Maximum Price has been established, the Owner may not prohibit Construction Manager from obtaining bids from other qualified bidders for materials, equipment or services covered by the Guaranteed Maximum Price. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 3.3.2.5 The Construction Manager is expected to provide overall project coordination, generic site support and minor construction (*i.e.*, work not routinely performed by Subcontractors, and which is supervised by Construction Manager's onsite personnel). The use of the Construction Manager's own work force for other efforts outside of this must align with the Owner's best interests which normally are supported within a competitive environment. In the event Construction Manager does self-performed Subcontractor work within this Agreement, the Construction Manager shall maintain accounting files for self-performed work separate and apart from Construction Manager performed work, such that the cost of self-performed work can be readily distinguished from cost of work performed as Construction Manager.

§ 3.3.2.6 Subcontracts and agreements with suppliers furnishing the materials or equipment fabricated to a special design shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

§ 3.3.2.7 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.8 Daily Logs and Weekly Progress Meetings

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner. The Owner and Construction Manager shall also hold weekly progress meetings at the job site or at such other times and places approved by Owner. Progress of the Work shall be reported in detail with reference to construction schedules. Each subcontractor, if requested by Owner or Construction Manager, shall have present a competent representative to report the condition of its work and to receive information or instructions.

§ 3.3.2.9 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

§ 3.3.2.9.1 The Construction Manager shall create and maintain the following cost control tools: 1) Change Order log, which itemizes each Change Order by request; 2) contingency log; 3) allowance log; 4) Project logs, which include but are not limited to all proposed value engineering, back-charges, and construction change directives/scope revisions. The Construction Manager shall provide a copy of these logs to the Owner with either the pay application or in a separate monthly report, to be determined between Owner and Construction Manager.

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§ 3.3.2.9.2 The Construction Manager will provide regular monitoring of the approved Guaranteed Maximum Price, showing actual costs for activities in progress and estimates for uncompleted tasks, and will provide periodic reports to the Owner, which will include specific notations of any circumstances that the Construction Manager has reason to believe could result in a material impact on the Contract Sum or the Contract Time.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide necessary surveys and legal description of the site.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.

§ 4.1.4.1 The Owner shall furnish reports, as agreed to by the parties,

§ 4.1.4.2 The surveys and legal information furnished by the Owner shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as modified between Owner and Architect including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner

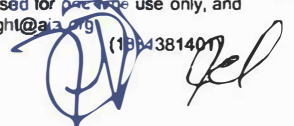
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shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Paragraph deleted)

See Project Specific Addendum

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Project Specific Addendum

Individual or Position

See Project Specific Addendum

Rate

See Project Specific Addendum

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty (30) days after receipt of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

3 % three percent per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum which is the lesser of (a) the Cost of the Work (as defined in Article 7), plus the Construction Manager's Fee, or (b) the Guaranteed Maximum Price as set forth in the GMP Amendment in full and complete consideration for the performance of this Contract. The Construction Manager's Fee will be determined as set forth in the Project Specific Addendum. The box corresponding to the agreed upon option will be checked on the execution version of this Agreement. The compensation will be paid as part of the monthly payment application process in accordance with the percentage completion of the Work and the corresponding draw down on the Guaranteed Maximum Price.

§ 6.1.2 The Construction Manager's Fee:

(Paragraph deleted)

See Project Specific Addendum

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

See Project Specific Addendum

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See Project Specific Addendum

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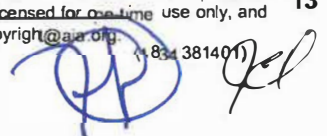
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§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one-hundred percent (100 %) of the standard rental rate paid at the place of the Project.

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

See Project Specific Addendum

(Paragraphs deleted)

§ 6.2 Guaranteed Maximum Price

The Guaranteed Maximum Price is the maximum cost to Owner for completion of the Work and includes all labor and services and the total cost, including sales and use taxes, of all materials and equipment to be purchased or rented by the Construction Manager for the completion of the Work. The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. Construction Manager understands that unless Owner orders or approves changes in the Work, the Work is to be performed for the Contract Sum and by the Substantial Completion date. This payment amount and completion date shall only be adjusted by approved Change Orders executed by Owner.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

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§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops that are necessarily incurred in the proper performance of the Work and paid by the Construction Manager, but such costs shall be at rates not higher than those customarily paid at the place of the Project, except with prior consent of the Owner. All such personnel and their associated wage rates will be listed on the GMP Amendment for Owner's review and potential approval and as provided in Exhibit C to this Agreement.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval. All such personnel and their associated wage rates will be listed on the GMP Amendment for Owner's review and potential approval.

(Paragraphs deleted)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction, at the same cost to Owner as the Construction Manager pays. Prior to reimbursement by Owner, Construction Manager shall supply to Owner copies of all supplier and Subcontractor invoices. Readily available materials shall not be supplied from Construction Manager's stock. Items supplied from Construction Manager's stock will require invoices documenting costs of Construction Manager's stock and warehouse materials, supplies and equipment.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 General Conditions and General Requirements Costs

The cost of all anticipated project support, including the non-inclusive list of items such as job site trailer and storage, project personnel's automobiles and pick-up trucks (including fuel and maintenance), job site office furnishings / equipment / material, temporary toilets, temporary fencing, barricades, and drinking water, all collectively referred to as "general conditions costs", will be reimbursed as a Cost of the Work only if specified pursuant to the basis of compensation within the Project Specific Addendum. The General Conditions shall be itemized as a part of the GMP Amendment.

§ 7.5.1 Costs of the Construction Manager's site office, including general office equipment and supplies.

(Paragraphs deleted)

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

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§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The reasonable costs of defending suits for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments resulting from such suits, and payments of settlements made with Owner's written consent, unless the Construction Manager knew or should have known, or reason to believe that the required design, process, or product was an infringement of a copyright or patent, and the Construction Manager failed to promptly furnish such information to the Architect. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior written approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Costs of removal of debris from the site of the Work and its proper and legal disposal.

(Paragraphs deleted)

§ 7.7 Potential Escalation for Impacts of Pandemics, including COVID-19.

§ 7.7.1 As of the date of this Agreement, certain markets providing essential materials for, or equipment to be incorporated into, the Project ("**Materials or Equipment**") may, during the performance of the Work, experience significant, industry-wide economic fluctuation resulting from generally prevailing unavailability of labor, material and/or equipment due to sickness or disease caused by a pandemic, including COVID-19, or governmental restrictions directed at reducing the spread of such pandemic (collectively, "**Pandemic-Related Increases**") that may impact the price of such Materials or Equipment, including the price charged by manufacturers of such Materials or Equipment. The intent of this Section is to provide for a fair allocation between the Owner and the Contractor of the risk of such an increase in price to such Materials or Equipment. The method for establishing the market price as of the date of this Agreement ("**Baseline Price**") of any Materials or Equipment affected by Pandemic-Related Increases ("**Affected Materials or Equipment**") shall be approved by the Owner in writing based on actual invoices and such other information required by Owner to verify such Baseline Price.

(Paragraphs deleted)

§ 7.7.2 If, during the performance of the Work, Pandemic-Related Increases cause the Baseline Price of certain Material and Equipment to increase, then, no later than seven (7) days before the date Contractor orders or contracts for the purchase of such Affected Materials or Equipment at the price increased by the Pandemic-Related Increases (the "**Increased Price**"), the Contractor shall notify the Owner in writing of the increase in price and provide appropriate

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documentation, acceptable to the Owner, that substantiates: (1) the increase in price, including the method for establishing the Baseline Price, which must have been approved by the Owner in writing; and (2) that the increase in price was caused solely by Pandemic-Related Increases. In addition, if the Contractor has actual knowledge of a Pandemic-Related Increase that the Contractor anticipates will cause the Baseline Price of Materials or Equipment to increase, then the Contractor shall, as soon as reasonably possible (but in no event later than the earlier of the date that the Contractor proposes to purchase the Affected Materials or Equipment or 7 days after Contractor has actual knowledge of (a) the Pandemic-Related Increase and (b) that such Pandemic-Related Increase will cause the Baseline Price to increase): (1) notify the Owner of such anticipated increase in price, and (2) identify for the Owner any potential alternatives to avoid or mitigate the price increase, including finding alternative sources of supply and/or adjusting the sequence of procurement.

§7.7.3 The "Materials or Equipment Price Increase" means the cost of Affected Materials or Equipment that were procured for the Project at the Increased Price, less the Baseline Price for such Affected Materials or Equipment. The Guaranteed Maximum Price shall be increased by Change Order in accordance with this Section by the amount of the Materials or Equipment Price Increase for Affected Materials or Equipment purchased at the Increased Price, provided that the Contractor provides to the Owner appropriate documentation, reasonably acceptable to the Owner, that proves (1) the Baseline Price for the Affected Materials or Equipment included in the calculation of the Materials or Equipment Price Increase actually increased, including the method for establishing the Baseline Price for each Potentially Affected Materials or Equipment (which must have been approved by the Owner in writing); (2) that the increase in price was caused solely by Pandemic-Related Increases; and (3) there are no other reasonable alternatives to avoid or mitigate the Materials or Equipment Price Increase. No increase in the Guaranteed Maximum Price shall be made for any Affected Materials or Equipment for which prior written notice pursuant to this Section was not given to the Owner or for Pandemic-Related Increases that could have been avoided by the Contractor's timely procurement of the Affected Materials or Equipment in accordance with a procurement schedule approved by the Owner. Further, there shall be no markup for fee, profit or overhead on any Change Order issued pursuant to this Section.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

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- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Costs of self-insured losses (e.g., losses within the deductible limits maintained by the Construction Manager or any direct or indirect subcontractor), costs covered by any insurance carried by the Construction Manager, a contractor or a direct or lower tier subcontractor, costs which would have been covered by insurance but for failure of the Construction Manager or direct or lower tier subcontractor to properly submit, process or give notice of the occurrence or claim;
- .11 Costs associated with Construction Manager's failure to: (i) obtain any and all applicable permits that are Construction Manager's responsibility under the Contract Documents in a timely manner; or (ii) coordinate and schedule inspections and commissioning, as required.
- .12 Penalties, extensions or fines imposed by any governmental authority caused by or arising out of conduct of the Construction Manager, Subcontractor, any sub-subcontractor, any direct or lower tier supplier, or any other party for whom the Construction Manager is responsible;
- .13 Any costs or expenses in connection with any indemnity provided by Construction Manager pursuant to the Contract Documents; and
- .14 Costs incurred or paid for recruiting employees (whether to third party recruiters or to employees).

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10. Subcontracts awarded on the basis of a stipulated sum shall (1) be itemized as a separate line item, by specification section, on monthly billings, and (2) be subject to the provisions of this Agreement insofar as applicable.

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ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be Sage Timberline satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three (3) years after final payment, or for such longer period as may be required by law. Records subject to audit, examination, and copying shall include but not be limited to accounting records (hard copy as well as computer readable data if it can be made available), written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.), original estimates, estimating worksheets, correspondence (including, without limitation, emails and other electronic communications), change order files (including documentation covering negotiated settlements), back-charge logs and supporting documentation, general ledger entries detailing cash and trade discounts earned, insurance information including rebates and dividends, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matter that may in the Owner's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Documents (both in tangible and electronic formats of any kind). If any inspection or audit by the Owner reveals an overcharge, the Construction Manager shall pay the Owner upon demand an amount equal to such overcharge as reimbursement for said overcharge, and shall also: (i) reimburse the Owner for the expense incurred by the Owner in determining the overcharge(s); and (ii) pay the Owner interest on the amount of the overcharge(s) from the date any such overcharge was paid by the Owner through the date such overcharge is reimbursed by the Construction Manager at a rate of three percent (3%) per annum. Owner's right to audit will be limited to three years after completion of the Project. The Owner will only perform one complete audit of the Construction Manager. Notwithstanding the foregoing, Construction Manager shall cooperate with Owner in any audits or financial reviews instituted or performed by any third parties (e.g. governmental entities or lenders for the Project) during the six year document retention period).

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**§ 11.1 Progress Payments**

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

§ 11.1.3 Provided that an Application for Payment is received and approved by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager and approved by Owner not later than the 25th day of the following month. If an Application for Payment is received by the Architect and approved after the application date fixed above, the application will be revised and processed in the following month's payment request. There will be no variance in the required dates for submission of an Application for Payment.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.4.1 Construction Manager shall submit each Application for Payment on an AIA G702 and supporting continuation schedules. Each Application for Payment shall be accompanied by the following: (1) schedule of values; (2) waivers and lien releases as required by Section 11.1.13 and progress payment affidavits; (3) submission of a schedule update in accordance with the Contract Documents. In the absence of such waivers, verification, affidavits or documentation, the Owner at its sole option, may withhold all or any portion of funds otherwise due Construction Manager to protect Owner from loss.

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§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee. Construction Manager shall not change the cost allocated to any item of Work on the schedule of values without first obtaining the Owner's written consent.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

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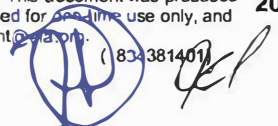
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§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten percent (10%) No retainage shall be required for those portions of the Work related to Construction Manager's costs for insurance, paid by Construction Manager, for fees directly paid by Construction Manager, preconstruction expenses or for payment and performance bond.

Upon Construction Manager's and Architect's joint certification of the Project being fifty percent (50%) complete, retainage, as set forth above, shall be reduced to five percent (5%) in lieu of ten percent (10%);

Upon recommendation of the Construction Manager, and subject to the Owner's approval, retainage may be reduced or paid in full for Subcontractor's prior to the substantial completion of the Project.

(Paragraphs deleted)

§ 11.1.8.2 Except as set forth in this Section, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Paragraph deleted)

Upon Substantial Completion, the Owner shall withhold an amount equal to one hundred fifty percent (150%) of the cost of the portion of the Work described on the punch list attached to the Architect's Certificate of Substantial Completion that is not finally complete.

(Paragraphs deleted)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 Progress Payment Waivers and Releases of Lien. Construction Manager shall provide copies of conditional and unconditional releases as follows:

- .1 With the first Application for Payment: Conditional waiver and release from the Construction Manager covering the total amount requested in the first Application for Payment.
- .2 With all subsequent Applications for Payment:
 - a) Conditional waiver and release from the Construction Manager covering the total amount requested in the current Application for Payment.
 - b) Unconditional waiver and release from the Construction Manager covering the amount paid to the Construction Manager from the previous Application for Payment.

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- c) Copies of Unconditional waiver and release from all potential lienors (as that term is defined in Chapter 713, *Florida Statutes*) who served a Notice to Owner and have been requisitioned on the previous Application for Payment. As for example, if a roofer filed a Notice to Owner but no roofing work was billed on the previous month's Application for Payment, a waiver and release from the roofer will not be provided.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.;
- .4 Construction Manager certifies to the Owner that the Project, to the best of its knowledge, has been constructed in accordance with the Construction Documents. The certificate shall be in a form which is acceptable to the Owner and Construction Manager, signed by an officer of the Construction Manager and properly notarized;
- .5 a Final Waiver and Releases of Lien have been submitted, signed and certified from Construction Manager and all lienors relative to the Work stating that all payments due and owing to them have been paid, if payment covering such Work has been made by the Owner to the Construction Manager;
- .6 a Final affidavit is duly notarized and executed in accordance with Section 713.06, *Florida Statutes*;
- .7 the Construction Manager has delivered close-out items to the Owner as required by Owner, including but not limited to: (1) all maintenance and operating manuals; (2) if changed from the Architect's construction drawings, drawings in electronic format reflecting the location of any concealed utilities, mechanical or electrical system components; (3) if changed from the Architect's construction drawings, as-built drawings; (4) any special guaranties or warranties required by the Contract Documents; (5) assignment of all guaranties and warranties from subcontractors, vendors, suppliers or manufacturers; (6) a list of the names, addresses and telephone numbers of all subcontractors and any other persons providing guaranties and warranties;
- .8 all outstanding punch list item(s) are fully completed;
- .9 Construction Manager has cleaned the site, and removed all excess materials and miscellaneous debris supplies, equipment and trailers;
- .10 Construction Manager has delivered all governmental approvals required for use of the Project and the Work, including, without limitation, all certificates of occupancy, completion, or usage;
- .11 No Uniform Commercial Code financing statements or fixture filings resulting from Construction Manager's, or any person claiming by or through Construction Manager, purchase or lease of materials or equipment are recorded or filed against the Owner's interest in the property or the Project;
- .12 Construction Manager has submitted to Owner copies of all Project agreements, permits, Subcontracts, purchase orders, licenses, and all insurance policies or certificates required under this Agreement;
- .13 all nonconforming, rejected and/or defective work is repaired and/or remediated; and
- .14 all keys and/or necessary re-keying has been performed and delivered to the Owner.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

Init.

Exhibit A

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and approval thereof by the Owner following completion of the items provided in this Section 11.2.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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.)

3 % Three percent per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(Paragraphs deleted)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction unless a different method of dispute resolution is required between Owner and Architect (*e.g.*, an arbitration covenant in the agreement between Owner and Architect) and, in which case, such method of dispute resolution shall govern so that all interested parties may be joined.

[] Other: *(Specify)*

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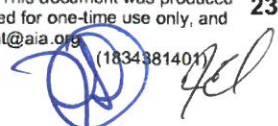
23


Exhibit A

If the Owner and Construction Manager 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 by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

COVID-19 Termination. Notwithstanding anything contained in the Agreement to the contrary, Construction Manager understands, acknowledges, and agrees to the following: (a) the United States and the remainder of the world has been affected by a pandemic known as the "Coronavirus" or "COVID-19", (b) as a result of such pandemic, market conditions that supported the transaction contemplated by the Agreement may deteriorate, and (c) in the event that as a result of such pandemic and deterioration in such market conditions, Owner reasonably determines that the transaction no longer will allow for Owner to obtain the benefits of the transaction as originally intended purely from a financial standpoint, Owner shall have the right to terminate the Agreement by providing notice of such termination to Construction Manager, and in case of such termination, Construction Manager shall (x) cease operations, (y) take all actions for the protection and preservation of the Work, and (z) terminate any existing contracts and purchase orders. Owner shall pay Construction Manager the amount actually performed and incorporated into the Work as of the date of such termination, any and all work required for the protection and preservation of the Work, and for materials ordered and received or in transit to be stored on-site or in warehouses designated by Owner as well as costs for engineering, shop drawings, materials currently being fabricated materials that cannot be returned as well as Construction Manager's fee associated with all of the preceding, and following which, neither party shall have any further rights or obligations under the Agreement, except for those matters that expressly survive termination of the Agreement. In no event shall Owner be liable to Construction Manager for any unabsorbed home office overhead, direct, indirect, consequential, impact or other costs, expenses or damages including lost profits, labor or material escalation, or deterioration of materials in the event of such termination in accordance with this Section. Construction Manager shall include a similar provision in each of its subcontracts and material orders for the Project.

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated only for those Preconstruction Phase services and Work actually performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be compensated (as its sole and exclusive remedy) for those Preconstruction Phase services and Work actually performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager (as its sole and exclusive remedy) an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

Init.

Exhibit A

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager
(Paragraphs deleted)

as its sole and exclusive remedy, a termination fee in the amount of Ten Thousand and No/100 U.S. Dollars (\$10,000) per Project.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

Exhibit A

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million (\$ 1,000,000) for each occurrence and Two Million (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million (\$ 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits not less than Five Hundred Thousand (\$ 500,000) each accident, Five Hundred Thousand (\$ 500,000) each employee, and Five Hundred Thousand (\$ 500,000) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million (\$ 1,000,000) per claim and One Million (\$ 1,000,000) in the aggregate.

(Table deleted)

(Paragraphs deleted)

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager’s negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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Exhibit A

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 14.5 Other provisions:

§ 14.5.1 The Construction Manager represents the following to the Owner (in addition to any other representations contained in the Contract Documents): (1) the Construction Manager is financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder; (2) the Construction Manager is able to furnish the plant, tools, materials (except the Construction Manager does not represent its ability to obtain Owner designated materials), supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so; (3) the Construction Manager is authorized to do business in the state where the Project is located and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Construction Manager, the Work and the Project; (4) the Construction Manager's execution of this Contract and performance thereof is within the Construction Manager's duly authorized powers; (5) there are no pending or threatened lawsuits against Construction Manager that could prevent Construction Manager from performing its obligations hereunder; (6) that all materials furnished and used in connection therewith shall be new and meet the criteria provided in the Contract Documents; and (7) the Construction Manager possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size and complexity of this particular Project and will perform the Work and with the care, skill and diligence of such a contractor. The Construction Manager shall promptly advise the Owner of any occurrence, event, fact or other matter that has had, will have or might reasonably be predicted to have a material adverse effect upon the completion of the Project in accordance with the Contract Documents.

§ 14.5.2 The Construction Manager shall not change its project manager or superintendent without the written consent of the Owner, unless such person becomes unable to perform his or her duties.

§ 14.5.3 LIENS

In the event that any Subcontractor, subsubcontractor, supplier, laborer or other lienor for whom the Construction Manager is responsible records a lien against the Project and/or the Project site, and the lien is for amounts that the Owner has already paid to the Construction Manager, the Construction Manager shall, within ten (10) business days of receipt of notice regarding such lien, cause the lien to be discharged (either by obtaining and recording a lien discharge bond from a surety and in a form acceptable to the Owner or otherwise) at no cost to the Owner. To the extent that any lien is attributable to Owner's failure to pay undisputed amounts as and when due under the Contract Documents (other than amounts for which withholding is permitted under the Contract Documents), or to the extent that such lien is a result of a disputed claim then, subject to prior approval by the Owner (which approval shall not be unreasonably withheld) the cost of discharging the lien will be cost of the Work and will be added to the Guaranteed Maximum Price via Change Order. The Owner shall have the right to withhold sufficient funds to cover the lien from payments to the Construction Manager until the lien is discharged. The Owner may either: (a) apply amounts so withheld to discharging such lien; or (b) retain such amounts until such lien is discharged or released by the Construction Manager or the lien or, and shall thereafter credit to the Construction Manager any amounts remaining after payment of the costs, fees, and expenses the Owner incurs in connection with such lien.

§ 14.5.4 In performing its obligations under this Agreement, the Construction Manager shall be deemed an independent contractor and not an agent or employee of Owner.

§ 14.5.5 The obligations of the Construction Manager and Owner under the Contract Documents shall survive the expiration or termination of Agreement and shall be binding upon the Construction Manager and Owner until any action thereunder is barred by the applicable statute of limitations or statute of repose.

Init.

Exhibit A

§ 14.5.6 Force Majeure. Notwithstanding anything to the contrary in the General Conditions, the term Force Majeure shall mean extraordinary events beyond the control of the parties and independent of the parties' will that cannot be foreseen or averted even with due diligence, and which prevent the party or parties from fulfilling the obligations undertaken in this Agreement. Force Majeure shall be limited to the following events (1) an act of God that could not be foreseen or anticipated; this shall include, but not be limited to, severe tropical weather associated with any named storm affecting the Work; (2) war; (3) contamination by nuclear fuel, radio-active toxic explosive; (4) riot; (5) strikes unless restricted to employees of Construction Manager; or (6) action by any federal, state or local government that prevents Construction Manager from performing the Work.

§ 14.5.7 Waivers. Construction Manager hereby waives and releases any and all claims against Owner for either delay, default, or for any cause hereunder, arising in whole or in part by the acts or omissions of the Owner, its representatives, or any other contractor on the Project, unless the claim shall be made in writing set forth the notice of the claim and received by Owner within twenty-one (21) days of the date (or the last date of a continuing situation) when the event occurred or the Construction Manager having knowledge of the occurrence for which the claim shall be made.

§ 14.5.8 Construction Delays.

.1 If the Contractor is delayed at any time in the progress of the critical path of the Work solely due to: (1) an act or neglect of the Owner or Architect, of an employee of either, or of a separate contractor; (2) changes ordered in the Work; (3) labor disputes (affecting the local labor market generally), fire, unusual delay in deliveries, an act of God, unavoidable casualties, or adverse weather conditions as described in, and that are documented in accordance with, Section 7.5.3; (4) delay authorized by the Owner pending mediation and binding dispute resolution; (5) issuance of rules, regulations, or an order by a court or other governmental authority having jurisdiction over the Project which impacts inhibit the ability of Contractor or its Subcontractors to work at the Project, through no act or fault of the Contractor or a Subcontractor; (6) generally prevailing unavailability of labor, material and/or equipment due to sickness or disease caused by a pandemic, or governmental restrictions directed at reducing the spread of such pandemic; or (7) other causes beyond the Contractor's control that the Contractor asserts, and the Owner reasonably determines, justify delay, then as Contractor's sole and exclusive remedy, the Contract Time shall be extended by Change Order or Construction Change Directive to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time. However, adjustments in the Contract Time will be permitted for a delay only to the extent such delay (a) is not caused in whole or in part by the acts, omissions, or other fault of the Contractor, any Subcontractors or vendors of any tier, any of their employees, or anyone else for whom any of them is responsible, (b) cannot be prevented overcome or mitigated by the Contractor's exercise of reasonably diligent effort, and (c) written notice is provided to the Owner and the Architect in writing within ten (10) days after commencement, or the Contractor's recognition of the commencement, if later, of each such delay. The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work. To the extent the Contractor is entitled under the Contract Documents to an extension of time due to a delay, but the performance of the Work is independently suspended, delayed, or interrupted by a delay for which the Contractor is not entitled to an extension of time, the delay shall be deemed to be a "Concurrent Delay." In the case of a Concurrent Delay, the Contractor shall be entitled to an extension of the Contract Time but the Contractor shall not be entitled to any additional compensation whatsoever during the period of Concurrent Delay.

§ 14.5.9 Entire Agreement. This Agreement, including any exhibits referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are no representations, understandings or agreements relative hereto which are not fully expressed herein. This Agreement and such exhibits are intended to be the exclusive statement of the agreement between the parties hereto and that said parties agree that any other terms or conditions included in any quotes, acknowledgements, estimates or other forms utilized or exchanged by the parties hereto shall not be incorporated herein or be binding unless expressly agreed to in writing by both parties hereto. No change, modification or amendment hereto or to any exhibit shall be valid unless in writing and signed by an authorized representative of the party against which such change, modification or amendment is sought to be enforced.

§ 14.5.10 In the event of a dispute between the Owner and the Construction Manager, the Construction Manager shall continue to perform its obligations under this Agreement without interruption or delay pending the resolution or settlement of such dispute, and the Construction Manager shall not directly or indirectly stop or delay the performance of Work. The Owner shall continue to make payments on undisputed amounts in accordance with the terms of the Agreement.

Init.

Exhibit A

§ 14.5.11 Provided Owner has made all payments required hereunder, Construction Manager will, at its sole expense, promptly following notice, bond the lien of any subcontractor, sub-subcontractor, labor or materialman who may have filed or recorded any notice, statement or other claim for a lien under the laws of the state where the Project is located, and shall forthwith cause such notice, statement or other claim to be discharged so as to remove the same as an encumbrance affecting title to the Project. If Construction Manager fails to discharge such notice, statement or other claim within ten (10) business days after Owner's written request, Owner may take any action which deems appropriate to clear title to the Project Site at Construction Manager's expense.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.


§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price (as modified)
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment (as modified), if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds (as modified)
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction (as modified)
- .5 Project Specific Addendum
- .6 Exhibit C, Construction Manager's wage rates

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

CONSTRUCTION MANAGER:

WILLIS A. SMITH CONSTRUCTION OF SARASOTA, INC.,
a Florida Profit Corporation

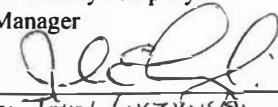
By: 
Name: F. John LaCivita
Title: Executive Vice President
Date: December 18, 2020
State License No. CGC 057210

OWNER:

WELLEN PARK VILLAGES CONSTRUCTION, LLLP, a
Florida limited liability limited partnership

By: THOMAS RANCH VILLAGES GP, LLC, a Delaware
limited liability company
Its: General Partner

By: THOMAS RANCH MANAGER, LLC, a Delaware
limited liability company
Its: Manager

By: 
Name: JOHN LUCZYNSKI
Title: Vice President

Date: Jan. 6th, 2021

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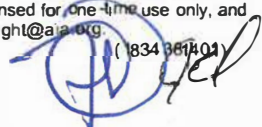


Exhibit A

 **AIA** Document A133™ – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 1st day of January in the year 2021
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

See Project Specific Addendum

THE OWNER:
(Name, legal status, and address)

Wellen Park Construction, LLLP, a Florida limited partnership
4901 Vineland Road, Suite 450
Orlando, FL 32811

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Willis A. Smith Construction of Sarasota, Inc., a Florida corporation
935 N. Beneva Road, Suite 609 #1023
Sarasota, FL 34232

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.3 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified.

ARTICLE B.2 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.2.1 General

(Paragraph deleted)

§ B.2.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2 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 commercial 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 periods required by the Agreement and this Exhibit. The certificates and endorsements shall show the Owner and any of its affiliates, officers,

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.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

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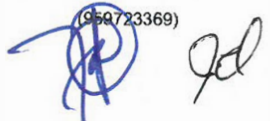


Exhibit A

managers and partners as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.2.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.2.1.3 Additional Insured Obligations. In addition to the additional insured obligations required by Section B.2.2.5.4.1 or the Contract Documents, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Owner's affiliates, subsidiaries, managers, members, successors, and assigns, managers and partners, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner, the Owner's affiliates, subsidiaries, managers, members, successors, and assigns, managers and partners, as an additional insured for claims caused in whole or in part by the Construction Manager'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 11 85 or equivalent, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.2.2
(Paragraphs deleted)

Construction Manager's Required Insurance Coverage

§ B.2.2.1 The Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Construction Manager and Owner from claims set forth below which may arise out of or result from the Construction Manager's ongoing and completed operations under the Contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 claims for damages because of bodily injury, occupational sickness, virus, or disease, or death of the Construction Manager's employees;
- .3 claims for damages because of bodily injury, sickness, virus, or disease, or death of any person other than the Construction Manager's employees;
- .4 claims for damages insured by usual personal injury liability coverage;
- .5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 claims for bodily injury or property damage arising out of completed operations;
- .8 claims involving contractual liability insurance applicable to the Construction Manager's obligations under this Contract;
- .9 claims arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense; and
- .10 claims founded on professional negligence associated with the preparation and sealing of shop drawings.

Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Certificates of Insurance evidencing these coverages shall include the activities and operations conducted by the Contractor under this Agreement, and any other person performing work on behalf of the Contractor shall be maintained from the commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

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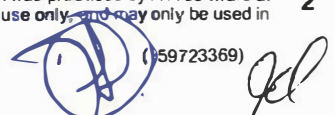
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Exhibit A

§ B.2.2.2 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, and for three years thereafter, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

§ B.2.2.3 Requirements for All of Construction Manager's Insurance.

§ B.2.2.3.1 AM Best rating at least A-VIII

§ B.2.2.3.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required.

§ B.2.2.3 Occurrence basis (except professional liability)

§ B.2.2.4 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section and shall fully comply with all applicable state and federal requirements and which shall also include broad form all states and voluntary compensation endorsements. Employers Liability limits shall be at least Five Hundred Thousand Dollars (\$500,000) per accident per disease any policy limit.

§ B.2.2.4.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds. If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

- .1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.
- .2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.
- .3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

§ B.2.2.4.2 Employers' Liability:

Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

- .1 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

§ B.2.2.5 Contractor's Liability.

§ B.2.2.5.1 Commercial General Liability – The limits of liability shall not be less than:

Two Million and No/100 Dollars (\$2,000,000.00) Annual General Aggregate Limit

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RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

Exhibit A

One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence

Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability

Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations / Aggregate

The Commercial General Liability policy shall contain an endorsement or clause amending the policy limit to per project limits or per location limits. This Commercial General Liability Policy shall contain an endorsement providing coverage for all damages associated with defective work, errors or omissions by Construction Manager's Subcontractors, and their sub-subcontractors.

- .1 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.
- .2 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).
- .3 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, owners and contractors protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.
- .4 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to "bodily injury" or "property damage" arising out of Contractor's Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to "bodily injury" and to "property damage" occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.
- .5 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).
- .6 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground (for contractors that perform excavation and blasting related services).
- .7 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings.
- .8 No exclusionary language or limitations relating to the scope of coverage for liability arising from pollution, mold or fungus, or arising from the use of EIFS, DEIFS or similar products.
- .9 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.
- .10 The Owner shall be specifically endorsed as a named Additional Insured in addition to the following other parties: "West Villages Construction LLLP and its subsidiaries, affiliated and successor companies, members, managers, partners, officers, managers, directors, agents, servants, employees, partners and stockholders and Mattamy Homes" (collectively the "Additional Insureds").
- .11 A waiver of subrogation in favor of the additional insureds shall apply.

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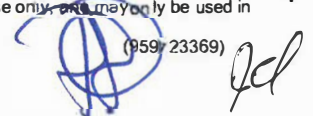


Exhibit A

- .12 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.
- .13 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.
- .14 A per project aggregate must be shown on the certificate of insurance.
- .15 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer's liability.

§ B.2.2.5.3 Commercial Auto Coverage –Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees. (Auto insurance applies to personal vehicles used by Contractor or Contractor's agents.) The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor's agents.

§ B.2.2.5.4 Business Auto Liability – covering any automobile, including hired and non-owned autos.

- .1 Additional Insureds to be named as (*See Project Specific Addendum*), and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders".
- .2 In the event that Contractor's employees use non-owned autos which cause damage or are damaged on the Project, then Contractor's employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor's employees do not have auto liability insurance, or the claim exceeds such employee's insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

§ B.2.2.5.5 Contractor's Equipment: Contractor will, at all times, maintain a contractor's equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

§ B.2.2.5.6 Riggers Liability: If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

§ B.2.2.5.7 Contractual Liability Coverage: Insurance covering contractual liability, specifically, all indemnity obligations imposed on Construction Manager by this Contract. Limits of One Million (\$1,000,000) combined single limit for bodily injury and property damage per occurrence and Two Million (\$2,000,000) Dollar's annual aggregate.

§ B.2.2.5.8 Mold/Mildew/Fungus Damage and Remediation: Insurance covering all damages and costs associated with mold, mildew, fungal or bacterial growth as well as the cost of the remediation thereof. The policy limits applicable to such damages and costs shall be the same as the limits set forth herein.

§ B.2.2.5.9 Construction Manager's Pollution Liability: Insurance covering liability of the Construction Manager arising out of any sudden and/or non-sudden pollution or impairment of the environment, including clean-up costs and defense, which arise from the operations under Contract. Coverage under this policy shall have limits of liability of not less than \$1,000,000.

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Exhibit A

§ B.2.2.5.10 Umbrella Excess Liability: Limits of Five Million Dollars (\$5,000,000) per occurrence in excess of the liability insurance set forth herein.

§ B.2.2.5.11 Primary or Combination: Construction Manager may provide the coverage required herein through the use of a primary liability policy or through a combination of primary liability and umbrella excess liability policies.

§ B.2.2.5.12 Coverage Form: Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from date of commencement of the work until date of final payment. Additionally, if coverage is on a claims made basis, coverage shall be maintained in full force and effect for the duration of the applicable statute of limitations.

§ B.2.2.5.13 Miscellaneous:

- .1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days' notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Contractor as set forth above.
- .2 All policies shall stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance carried by, or for the benefit of the Additional Insured. At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.
- .3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.
- .4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.
- .5 Contractor's obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor's indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.
- .6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.
- .7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- .8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.
- .9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily

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Exhibit A

Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

- .10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.
- .11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage shall be delivered to Owner prior to the Contractor commencing any Work or services.
- .12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.
- .13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.
- .14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

§ B.2.2.5.14 **Waiver of Subrogation:** Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

§ B.2.2.5.15 Occurrence form shall not be modified. Contractual liability coverage shall be included. Coverage shall be provided for all residential attached and unattached buildings.

§ B.2.2.5.16 **Insurance from Subcontractors:** Construction Manager shall require its Subcontractors to procure and maintain insurance reasonably satisfactory to the Owner that names the Owner as an additional insured. Such insurance shall meet the requirements set forth herein.

§ B.2.2.6 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

- .1 Certificate of Worker's Compensation and Employers Liability Insurance;
- .2 Business Automobile Insurance;
- .3 Certificate of Commercial General Liability Insurance;
- .4 W-9; and
- .5 Independent Contractor Exemption Certificate (if not incorporated) or Documentation of Incorporation.
- .6 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.
- .7 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

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RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

Exhibit A

§ B.2.3 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	See Project Specific Addendum
Performance Bond	See Project Specific Addendum

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

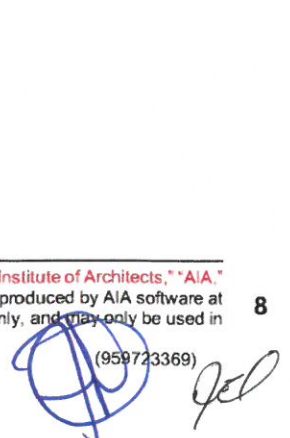
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ARTICLE B.3 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)(Paragraphs deleted)(Table deleted)

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RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

Exhibit A

Exhibit "C"



2021 Contractor's Rate Schedule *

Position	Hourly Rate (Including Burden)
Project Executive	\$141.00
Project Manager Consultant	\$144.00
Senior Project Manager	\$123.00
Preconstruction Director	\$140.00
Preconstruction Project Manager	\$94.00
Project Manager	\$94.00
Assistant Project Manager/QC	\$71.00
Project Engineer	\$48.00
Senior Superintendent	\$104.00
Superintendent	\$94.00
Assistant Superintendent	\$67.00
Rough Carpentry	\$48.00
Project/Preconstruction Administrator	\$43.00
Project Accountant	\$46.00

* Note: Rates are subject to change annually, with a maximum allowable increase of no more than 5% per year.



Willis A. Smith Construction, Inc.
 5001 Lakewood Ranch Blvd
 Sarasota, Florida 34240
 Phone: (941) 366-3116

Project: 1-24055 - Wellen Park NP FS 87 PCN
 Preto Blvd
 North Port, Florida 34293

DRAFT

Owner Change Order #001: OCO-1 - GMP

TO:	Wellen Park Construction, LLLP 4901 Vineland Rd, Suite 450 Orlando, Florida 32811	FROM:	Willis Smith Construction, Inc. (WSC) 5001 Lakewood Ranch Blvd Sarasota, Florida 34240
DATE CREATED:	6/13/2025	CREATED BY:	Chad Rossetti (Willis Smith Construction, Inc. (WSC))
CONTRACT STATUS:	Draft	REVISION:	0
DESIGNATED REVIEWER:		EXECUTED:	No
SCHEDULE IMPACT:		SIGNED CHANGE ORDER RECEIVED DATE:	
REVISED SUBSTANTIAL COMPLETION DATE:		TOTAL AMOUNT:	\$6,192,782.00
CONTRACT FOR:	1-24055-1:Wellen Park NP FS 87 PCN		

DESCRIPTION:
 OCO-1 - GMP for Vertical Construction

ATTACHMENTS:
[Wellen Park North Port FS 87 GMP 05.14.25 \(OCO Backup\).pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	OCO-1 - GMP		\$6,192,782.00
Total:			\$6,192,782.00

CHANGE ORDER LINE ITEMS:

PCO # 001: OCO-1 - GMP

#	Budget Code	Description	Amount
1	01-100.LAB Project Executive.Labor		\$34,112.00
2	01-110.LAB Project Manager.Labor		\$127,917.00
3	01-115.LAB Asst Project Mgr.Labor		\$50,960.00
4	01-120.LAB Superintendent.Labor		\$255,838.00
5	01-130.LAB Admin Assistant.Labor		\$35,360.00
6	01-205.MAT Correspondence.Material		\$600.00
7	01-210.MAT Photographs.Material		\$3,000.00
8	01-215.MAT Plan Cost.Material		\$1,000.00
9	01-245.MAT Groundbreaking/Topout.Material		\$7,500.00
10	01-235.MAT Misc Expenses.Material		\$2,000.00
11	01-250.MAT As-Built/Rec Draw'gs.Material		\$500.00
12	01-255.MAT Punch List.Material		\$1,500.00
13	01-265.MAT Proj Mngmt Information System.Material		\$12,600.00
14	01-300.SUB Safety Consultant.Subcontract		\$2,880.00
15	01-310.MAT Personal Protect Eq.Material		\$500.00
16	01-315.MAT Fire Extinguishers.Material		\$800.00

**RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND
INTANGIBLE PROPERTY**

OCO #001



Exhibit A

#	Budget Code	Description	Amount
17	01-320.MAT Barricades.Material		\$500.00
18	01-415.MAT Vehicle Expense.Material		\$10,440.00
19	01-500.MAT Job Office Trailer.Material		\$14,400.00
20	01-515.MAT Job Office Supplies.Material		\$600.00
21	01-520.MAT Job Office Equipm'nt.Material		\$1,200.00
22	01-535.MAT Temp Svc - Sewer.Material		\$1,200.00
23	01-540.MAT Temp Svc - Electric.Material		\$3,000.00
24	01-550.MAT Temp Svc - Internet.Material		\$1,800.00
25	01-600.MAT Project Sign.Material		\$1,500.00
26	01-610.MAT Housekeeping.Material		\$19,200.00
27	01-615.MAT Dumpsters.Material		\$19,000.00
28	01-625.MAT Temporary Toilets.Material		\$4,800.00
29	01-635.MAT Ice and Cups.Material		\$900.00
30	01-665.MAT Finish Work Protect.Material		\$1,500.00
31	01-670.MAT Weather Protection.Material		\$2,000.00
32	01-675.SUB Final Cleaning.Subcontract		\$5,334.00
33	01-705.MAT Expendable Hand Tool.Material		\$2,500.00
34	01-710.MAT Equipment Rental.Material		\$5,000.00
35	01-715.MAT Equipment Fuel.Material		\$1,500.00
36	01-720.MAT Equip Maintenance.Material		\$500.00
37	02-025.SUB Soils Testing.Subcontract		\$16,396.00
38	03-001.SUB Concretes.Subcontract		\$445,201.00
39	03-100.SUB Concrete Specialty.Subcontract		\$45,028.00
40	05-035.SUB Structural Steel.Subcontract		\$21,695.00
41	05-010.SUB Metal Trusses.Subcontract		\$190,313.00
42	06-005.LAB Rough Carpentry.Labor		\$21,824.00
43	06-005.MAT Rough Carpentry.Material		\$10,000.00
44	06-530.SUB Architect Woodwork.Subcontract		\$134,675.00
45	07-100.SUB Insulation.Subcontract		\$16,925.00
46	07-315.SUB Roofing (Metal).Subcontract		\$358,085.00
47	08-005.SUB Doors/Frames.Subcontract		\$115,812.00
48	08-500.SUB Windows (Alum/Metal).Subcontract		\$83,195.00
49	08-055.SUB Doors (Overhead).Subcontract		\$116,355.00
50	09-005.SUB Metal Framing.Subcontract		\$204,169.00
51	09-010.SUB Stucco.Subcontract		\$155,734.00
52	09-500.SUB Acoustical Ceiling.Subcontract		\$20,760.00
53	09-200.SUB Flooring.Subcontract		\$29,793.00
54	09-600.SUB Painting.Subcontract		\$62,066.00
55	10-005.SUB Specialty.Subcontract		\$57,380.00
56	10-045.SUB Signage.Subcontract		\$67,988.00
57	11-025.SUB Laundry Equipment.Subcontract		\$18,585.00
58	11-005.SUB Equipments.Subcontract		\$51,898.00
59	12-015.SUB Window Treatments.Subcontract		\$6,955.00
60	12-005.SUB Furnishing.Subcontract		\$83,529.00
61	21-005.SUB Fire Protection Sys.Subcontract		\$54,600.00
62	22-005.SUB Plumbings.Subcontract		\$184,468.00
63	23-005.SUB HVAC System.Subcontract		\$475,071.00



RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF
WARRANTIES AND INTANGIBLE PROPERTY

OCO #001


Exhibit A

#	Budget Code	Description	Amount
64	26-005.SUB Electrical System.Subcontract		\$1,520,799.00
65	31-005.SUB Site Development.Subcontract		\$342,682.00
66	32-010.SUB Site Improvements.Subcontract		\$8,009.00
67	90-110.OTH Contingency CM.Other		\$166,618.00
68	99-200.OTH Fees.Other		\$294,895.00
69	01-800.MAT Gen Liability Ins.Material		\$91,529.00
70	01-805.MAT Builder's Risk Ins.Material		\$85,809.00
Grand Total:			\$6,192,782.00

The original (Contract Sum) \$46,451.67
 Net change by previously authorized Change Orders \$0.00
 The contract sum prior to this Change Order was \$46,451.67
 The contract sum would be changed by this Change Order in the amount of \$6,192,782.00
 The new contract sum including this Change Order will be \$6,239,233.67
 The contract time will not be changed by this Change Order.

Wellen Park Construction, LLLP

4901 Vineland Rd, Suite 450
Orlando, Florida 32811

DocuSigned by:
 6/24/2025
 B02CC3550B5842E...
 SIGNATURE DATE
 Rick Severance


David Burdwood (Plunkett Raysich Architects, LLP)

1970 Main Street, Suite 201
Sarasota, Florida 34236

SIGNATURE DATE

Wellen Park Construction, LLLP

4901 Vineland Rd, Suite 450
Orlando, Florida 32811

DocuSigned by:
 6/18/2025
 F588A0226DBA493...
 SIGNATURE DATE
 John Luczynski

Willis Smith Construction, Inc. (WSC)

5001 Lakewood Ranch Blvd
Sarasota, Florida 34240


DocuSigned by:
 6/17/2025
 8F367B37A0DA744F...
 SIGNATURE DATE

Exhibit A



City of North Port Fire Station 87

Guaranteed Maximum Price Proposal

May 14, 2025





Exhibit A

City of North Port FS 87
 Wellen Park Construction, LLLP

Guaranteed Maximum Price
 May 14, 2025

Schedule	12 Months
Project Area (Square Feet)	10,667

DIVISION	SCOPE OF WORK	TOTAL	COMMENTS
01A	General Conditions	633,942	
02A	Surveys	0	By Owner
02B	Testing	16,396	
03A	Cast-In-Place Concrete/Masonry	455,706	
03C	Concrete Polishing	45,028	
05A	Structural Steel	21,695	
05B	Cold Formed Metal Framing/Trusses	190,313	
06A	General Works	31,824	
06E	Architectural Woodwork/Casework	134,675	
07B	Thermal Protection	16,925	
07C	Roofing	358,085	
08A	Doors/Frames/Hardware	115,812	
08B	Overhead Doors and Grilles	116,355	
08E	Glass/Glazing	83,195	
09A	Framing and Drywall	204,169	
09B	Cement Plastering	155,734	
09D	Ceilings	20,760	
09E	Flooring	29,793	
09I	Painting and Coatings	62,066	
10A	Specialties	57,380	
10B	Signage	105,000	Allowance
11D	Commercial Equipment	18,585	
11E	Residential Equipment/Appliances	51,898	Allowance
11J	Gym Flooring & Equipment	0	By Owner
12A	Window Treatments	6,955	
12B	Furnishings and Accessories	83,529	Allowance
21A	Fire Suppression	54,600	
22A	Plumbing	216,836	
23A	HVAC	475,071	
26A	Electrical	1,572,243	
31A	Earthwork/Paving/Utilities	342,682	
32C	Fence & Gates	157,437	
32E	Lanai Screen Enclosure	8,009	
SUBTOTAL		5,842,698	
Construction Contingency		175,281	3.00%
SUBTOTAL		\$ 6,017,979	
Insurance/Risk Management		96,288	1.60%
Builder's Risk Insurance		90,270	1.50%
SUBTOTAL		\$ 6,204,537	
Contractor Fee/Overhead		310,227	5.00%
SUBTOTAL		\$ 6,514,764	
Payment/Performance Bond		0	0.00% Excluded
GRAND TOTAL		\$ 6,514,764	
Frontier Metro E-Service		0	Costs to be handled between the City of North Port and Wellen Park.
Site Lighting		0	By Owner
Accepted Alternates		\$ (321,982)	
GRAND TOTAL WITH ALTERNATES		\$ 6,192,782	



City of North Port FS 87
 Wellen Park Construction, LLLP

Guaranteed Maximum Price
 5/14/2025

QUALIFICATIONS & CLARIFICATIONS

Scope of Work

- Complete Construction Management (CM) services for your project.
- All work to be per drawings and specifications prepared by Plunkett Raysich Architects dated February 7, 2025, with document revisions as delineated in Exhibit B (plans and specifications log), unless otherwise noted in the qualifications and clarifications listed below.
- Pre-bid RFI responses: Pre-bid RFI nos. PCN-01 through PCN-40.
- Proposal does not include cost/time impacts pertaining to permit plan review comments received after the date of this proposal.
- The Project Schedule shall be 12 months based on the attached Project Schedule. Construction to commence after issuance of building permit and receipt of executed contract or Purchase Order.
- Proposal is good until May 30, 2025. Contract/PO receipt after this date is subject to repricing and schedule impact evaluation.

Guaranteed Maximum Price

- | | | |
|--|----|-----------|
| ● The Guaranteed Maximum Price (GMP) for your project is | \$ | 6,192,782 |
|--|----|-----------|

Clarifications

General

- Proposal is based on normal working hours (Monday - Friday 7:00am - 3:30pm).
- Includes sales tax on all materials provided to the project. This project is not subject to Direct Material Purchase.
- Includes all Occupational Safety and Health Administration requirements for construction (29CFR Part 1926).
- Due to the uncertain property market in Florida, Builders Risk Insurance is ONLY issued on a 1 year policy. The policy is renewable but the rates at the time of renewal are not certain and will most likely be higher than the rates for the prior coverage period.
- The total amount for General Conditions included in this GMP estimate is a lump sum value and will be billed in twelve (12) monthly payments of \$53,695. If this project is completed early, the balance left unbilled for the General Conditions will be returned to the owner at a rate of \$1,765 per calendar day.
- Should the Project Schedule be extended due to no fault of the Construction Manager, our General Conditions shall be added to the GMP Estimate at a rate of \$1,765 per calendar day.
- The amount for Insurance/Risk Management included in this GMP shall be billed as a lump sum value upon approval of this GMP and issuance of the Notice to Proceed.
- Any deductible required for Builder's Risk coverage shall be funded by the contingency.
- The Contractor Fee/Overhead included in this GMP is a lump sum value.
- Retainage shall not be held on "soft cost" portions of the work such as General Conditions, Insurance, Bonds, and Fee/Overhead.
- This GMP Proposal is not a line item GMP; the Construction Manager, at its sole discretion, may transfer funds between any line items in order to properly execute the Work.
- Use of contingency funds administered by AIA 133-2019 dated January 1, 2021 - Sections 3.2.4.1, 3.2.4.2, and 3.2.4.3.
- Various allowances have been included as listed below or on the Division tabs for each trade, which are made a part of the GMP Estimate.

Bid Tab 02A - Survey & Layout

- Per correspondence with Jesse Davidson of Cage Civil, it is understood that all surveying requirements in current contract with Wellen Park. Accordingly, surveying work is not included.

Bid Tab 08E - Glass and Glazing

- Exterior framing is called for thermally broken frames which would be YHS50TU in lieu of Basis of design is YKK YHS50FI.

Bid Tab 09B - Cement Plastering

- Excludes continuous drainage flashing behind EPS foam bands as shown in details C1 on A600 and C2, B3 on sheet A601 as this is not needed per contractor.
- In lieu of a single sourced air barrier and stucco system referenced in specification 09 24 00, part 2, page 3, lines 1-2, a stucco and air barrier system is included in the same system that was installed at Fire Station 86. This entails the following: Thoroseal 581 cement-based air/ water barrier (made by

Bid Tab 09I - Painting and Coatings

- WC-1 is included as an allowance, image for pricing to be provided by owner.

Bid Tab 10A - Specialties

- A 30 foot tall flag pole is included, because RFI #2 appears to reference both 30 feet high and 45 feet high flag poles.

Bid Tab 10B - Signage

- The interior signage package is included as an allowance per RFI's #6 and #7.



Exhibit A

City of North Port FS 87
 Wellen Park Construction, LLLP

Guaranteed Maximum Price
 5/14/2025

QUALIFICATIONS & CLARIFICATIONS

Bid Tab 11D - Commercial Equipment

- A UniMac UCT040QNOGXU70B000 laundry extractor is included, and is assumed to be an equivalent to the Speed Queen SCT040QNFX which is currently specified.
- SCS Fire Industry Chemical dispensers are included, and are assumed to be equivalent to the Taurus CP-300 chemical dispensers currently specified.

Bid Tab 11E - Residential Equipment/Appliances

- All appliances included within the appliance allowance is based only on the equipment schedule on drawing A241.
- Whirlpool WMC30309LSS is included in lieu of Whirlpool UMC5225GZ (equipment tag A-01) because the specified model is discontinued.
- Pricing includes for standard manufacturer warranties, no special or extended warranties are included.

Bid Tab: 11J - Interior Athletic Flooring and Equipment

- Fitness equipment not included; by Owner.

Bid Tab: 23A - Heating, Ventilation and Air Conditioning (HVAC)

- AHU-DOAS and CU-DOAS units are included as manufactured by Trane.
- Type R454B refrigerant is included, not R410A as specified in specification 23 23 00, part 2.3 due to current regulations.

Bid Tab 26A - Electrical

- Vehicle Card reader pedestals are included as double height, gooseneck pedestals. The metal for the pedestals will be black powder coat finished, not painted as delineated on detail 1/E104.
- Davis Vantage Pro2 with 24-hour fan-aspirated radiation shield and WeatherLink Console - SKU 6253, 6253M is included with the assumption that it will be installed on a light pole on site. Reference tag C-02 on sheet A241.
- Light fixture package is included by Tampa Bay Lighting.
- Level E generator enclosure is included in lieu of level II per E601, which is a more common enclosure than specified level II enclosure.
- FPL design and engineering fees are not included; provided by Owner.
- Fiber optic cabling is not included from Right of Way to IT Closet; provided by Owner.
- Fire alarm pathways included to meet local code requirements. Survivability ratings specified on sheet FA001, section II(K) are not believed to be required.
- Apparatus bay overhead doors, exhaust system fan, and oscillating fans is not included to be controlled by Alert system; not quoted by Bryx, the basis of design vendor.
- Type D site light fixtures are not included; provided by Owner.
- Primary conduit not included; provided by Owner.
- Power is not included to monument sign.

Bid Tab 31A - Sitework/Utilities

- Site work is limited to the scope of work delineation plan provided by Owner for pricing via email on December 11, 2024, and modified on March 20, 2025. Reference enclosed exhibit for clarification.
- Site work attributed to the Playground Pavilion is included.

Bid Tab: 32E - Screening Devices

- Keying for door 104.1 will be separate from building system due to the core that comes with the screen door.

Allowances

● WC-1 Wallcovering	\$	1,500
● Interior Signage - PHASED PER ACCEPTED ALT	\$	37,988
● Monument Sign	\$	30,000
● Appliances	\$	51,898

Alternates

- See Alternates Tab.

Exclusions

- Emergency Responder Radio Communication Enhancement System.
- Professional Architectural and Engineering.
- Furnish or installation of any owner-furnished equipment not specifically called out on Contract Documents as responsibility of CM.



RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF
WARRANTIES AND INTANGIBLE PROPERTY
Exhibit A

City of North Port FS 87
Wellen Park Construction, LLLP

Guaranteed Maximum Price
5/14/2025

QUALIFICATIONS & CLARIFICATIONS

- Building, Site Permit, and Impact fees.
- SWFWMD permit and FDOT Right of Way Permits are paid by owner/engineer.
- Utility and Gas Connection Fees, Meters and Service.
- Cable, Fiber and Internet Fees.
- Full Size Mock-Ups.
- Record As-built documents in CAD format.



RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF
WARRANTIES AND INTANGIBLE PROPERTY

Exhibit A

Proposed Alternates

May 14, 2025

City of North Port FS 87

Wellen Park Construction, LLLP

NO.	DESCRIPTION	DIRECT COSTS	TOTAL MARKUP	TOTAL AMOUNT	ACCEPTED (Y/N)	ACCEPTED AMOUNT	COMMENTS
Voluntary Alternates							
1	Painted stucco in lieu of integral stucco finish	(14,096)	(1,621)	(15,717)	N	-	
2	Eliminate duct leakage testing	(3,876)	(446)	(4,322)	N	-	
3	Eliminate duct cleaning	(4,488)	(516)	(5,004)	N	-	
4	Remove Easy-Dri reheat on Trane AHUs	(10,200)	(1,173)	(11,373)	N	-	
5	Reroute ductwork at EF-2 to GRV on roof	(5,100)	(587)	(5,687)	N	-	
6	Phase four (4) oscillating fans for future installation	(12,240)	(1,408)	(13,648)	N	-	Electrical installation remains in scope
7	Eliminate Lightning Protection	(19,209)	(2,210)	(21,419)	N	-	
8	Provide standard mixing valve and recirculating pump in lieu of Bradley recirculation pump	(9,329)	(1,073)	(10,403)	Y	(10,403)	
9	Remove 60% Equipment enclosure CMU wall	(10,505)	(1,208)	(11,714)	Y	(11,714)	Alternates cannot be selected concurrently
10	Replace 6" Fluted CMU at the generator enclosure with nominal 8" CMU	(3,412)	(392)	(3,804)	N	-	
11	Provide nine (9) floor drains in Apparatus bay in lieu of trench drains	(23,039)	(2,650)	(25,689)	Y	(25,689)	Qty of floor drains to be confirmed by ME3
12	Remove graphics package not part of FS85	(37,012)	(4,257)	(41,269)	Y	(41,269)	
13	Phase Fence & Gate Scope of work	(193,550)	(22,263)	(215,813)	Y	(215,813)	Revisit as construction progresses; provide empty conduit in base scope
14	Relocate transformer to west side of bldg.	(15,331)	(1,763)	(17,094)	Y	(17,094)	Placeholder value to establish baseline. Transformer to be relocated near generator per 5/14/25 meeting
			0	0	N	-	
	Subtotal - Potential Savings			(385,862)			Lines 1-11
ALTERNATES TOTAL						(321,982)	

WP NP Fire Station 87

WARRANTIES AND INTANGIBLE PROPERTY



ID	Task Name	Duration	Start	Finish	Q1 '25		Q2 '25		Q3 '25		Q4 '25		Q1 '26		Q2 '26		Q3 '26		Q4 '26		Q1 '27		Q2 '27							
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	North Port Fire Station 87	370 days	Fri 2/14/25	Wed 7/29/26	2/14	[Gantt bar from 2/14 to 7/29]																								
2	PRECONSTRUCTION	145 days	Fri 2/14/25	Tue 9/9/25	2/14	[Gantt bar from 2/14 to 9/9]																								
3	100% Construction Documents Delive	1 day	Fri 2/14/25	Fri 2/14/25	2/14	[Task marker at 2/14]																								
4	Subcontractor Bidding	20 days	Mon 2/17/25	Fri 3/14/25	2/17	[Task marker at 2/17]																								
5	Building Permit Submit and Review	40 days	Mon 2/17/25	Fri 4/11/25	2/17	[Task marker at 2/17]																								
6	GMP Preparation	20 days	Mon 3/17/25	Fri 4/11/25	3/17	[Task marker at 3/17]																								
7	GMP Presentation to Owner	11 days	Wed 4/30/25	Wed 5/14/25	4/30	[Task marker at 4/30]																								
8	WP Approval from NP	21 days	Thu 5/15/25	Fri 6/13/25	5/15	[Task marker at 5/15]																								
9	NTP	0 days	Fri 6/13/25	Fri 6/13/25	6/13	[Task marker at 6/13]																								
10	Submittal Review / Procurement	60 days	Mon 6/16/25	Tue 9/9/25	6/16	[Task marker at 6/16]																								
11	CONSTRUCTION	283 days	Mon 6/16/25	Mon 7/27/26	6/16	[Gantt bar from 6/16 to 7/27]																								
12	Milestones	283 days	Mon 6/16/25	Mon 7/27/26	6/16	[Gantt bar from 6/16 to 7/27]																								
13	Start of Construction	1 day	Mon 6/16/25	Mon 6/16/25	6/16	[Task marker at 6/16]																								
14	Mobilize on Site	1 day	Tue 7/1/25	Tue 7/1/25	7/1	[Task marker at 7/1]																								
15	Building Dry In	1 day	Tue 1/6/26	Tue 1/6/26	1/6	[Task marker at 1/6]																								
16	Startup HVAC	1 day	Wed 6/3/26	Wed 6/3/26	6/3	[Task marker at 6/3]																								
17	Certificate of Occupancy	1 day	Mon 7/27/26	Mon 7/27/26	7/27	[Task marker at 7/27]																								
18	Contract Substantial Completion	0 days	Fri 5/29/26	Fri 5/29/26	5/29	[Task marker at 5/29]																								
19	Building	253 days	Wed 7/2/25	Wed 7/1/26	7/2	[Gantt bar from 7/2 to 7/1]																								
20	Structure	102 days	Wed 7/2/25	Mon 11/24/25	7/2	[Gantt bar from 7/2 to 11/24]																								
21	Survey	1 day	Wed 7/2/25	Wed 7/2/25	7/2	[Task marker at 7/2]																								
22	Foundations	10 days	Thu 7/3/25	Thu 7/17/25	7/3	[Task marker at 7/3]																								
23	Stem Wall	4 days	Fri 7/18/25	Wed 7/23/25	7/18	[Task marker at 7/18]																								
24	Under Slab Plumbing / Electrical	15 days	Thu 7/24/25	Wed 8/13/25	7/24	[Task marker at 7/24]																								
25	Slab on Grade	10 days	Thu 8/14/25	Wed 8/27/25	8/14	[Task marker at 8/14]																								
26	CMU to Tie Beam	20 days	Thu 8/28/25	Thu 9/25/25	8/28	[Task marker at 8/28]																								
27	CIP Beams	22 days	Fri 9/26/25	Mon 10/27/25	9/26	[Task marker at 9/26]																								

WP NP Fire Station 87



ID	Task Name	Duration	Start	Finish	Q1 '25		Q2 '25		Q3 '25		Q4 '25		Q1 '26		Q2 '26		Q3 '26		Q4 '26		Q1 '27		Q2 '27							
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
28	Metal Truss Set	10 days	Tue 10/28/25	Mon 11/10/25																										
29	Metal Roof Decking	10 days	Tue 11/11/25	Mon 11/24/25																										
71	Sitework	232 days	Wed 7/2/25	Tue 6/2/26																										
72	Utilities	159 days	Wed 7/2/25	Wed 2/18/26																										
73	FPL Survey Easement	20 days	Wed 7/2/25	Wed 7/30/25																										
74	FPL Primary / Secondary Conc	3 days	Thu 7/31/25	Mon 8/4/25																										
75	Install Trench Drain, YD-02 to	4 days	Mon 2/9/26	Thu 2/12/26																										
76	Install ST-08, ST-07 to Existing	4 days	Fri 2/13/26	Wed 2/18/26																										
86	Permanent Power / HVAC Startu	209 days	Tue 8/5/25	Tue 6/2/26																										
87	FPL Transformer Set	1 day	Tue 8/5/25	Tue 8/5/25																										
88	FPL Primary Pull	2 days	Wed 8/6/25	Thu 8/7/25																										
89	Build Electric Room	20 days	Tue 4/21/26	Mon 5/18/26																										
93	AHU Install and Rough In	15 days	Tue 4/21/26	Mon 5/11/26																										
96	Landscape/Irrigation	10 days	Tue 3/10/26	Mon 3/23/26																										
94	CU Install and Rough In	10 days	Tue 5/12/26	Tue 5/26/26																										
90	Generator Set	2 days	Tue 5/19/26	Wed 5/20/26																										
91	FPL Secondary Pull	2 days	Tue 5/19/26	Wed 5/20/26																										
92	TPU Inspections	1 day	Thu 5/21/26	Thu 5/21/26																										
95	Startup HVAC	5 days	Wed 5/27/26	Tue 6/2/26																										
77	Parking, Paving, Vehicular Gates	149 days	Thu 8/21/25	Wed 3/25/26																										
78	Dumpster Slab	5 days	Thu 8/21/25	Wed 8/27/25																										
79	CMU for Enclosure	3 days	Fri 9/26/25	Tue 9/30/25																										
80	Stucco	2 days	Thu 1/22/26	Fri 1/23/26																										
81	Dumpster / Generator Enclosu	3 days	Mon 2/2/26	Wed 2/4/26																										
82	Subgrade for Concrete Paving	7 days	Thu 2/19/26	Fri 2/27/26																										
83	Sidewalks	1 day	Mon 3/2/26	Mon 3/2/26																										
84	Curbs	6 days	Mon 3/2/26	Mon 3/9/26																										

WP NP Fire Station 87



ID	Task Name	Duration	Start	Finish	Q1 '25		Q2 '25		Q3 '25		Q4 '25		Q1 '26		Q2 '26		Q3 '26		Q4 '26		Q1 '27		Q2 '27							
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
56	Hang Finish Plaster App Bay Ceil	13 days	Tue 4/21/26	Thu 5/7/26																										
57	Prime and First Coat Walls	8 days	Tue 4/21/26	Thu 4/30/26																										
58	Install Tile at Bathrooms	10 days	Tue 4/21/26	Mon 5/4/26																										
59	Install Ceiling Grid	10 days	Fri 5/1/26	Thu 5/14/26																										
66	Plumbing Trimout	10 days	Tue 5/5/26	Mon 5/18/26																										
60	Electrical Ceiling Trimout	13 days	Fri 5/15/26	Wed 6/3/26																										
61	HVAC Ceiling Trimout	12 days	Fri 5/15/26	Tue 6/2/26																										
68	Install Specialties Items	10 days	Tue 5/19/26	Tue 6/2/26																										
62	Install Casework	6 days	Wed 6/3/26	Wed 6/10/26																										
63	Hang Int Doors and Hardware	10 days	Wed 6/3/26	Tue 6/16/26																										
65	Fire Sprinkler Trimout	10 days	Wed 6/3/26	Tue 6/16/26																										
64	Final Paint	11 days	Wed 6/17/26	Wed 7/1/26																										
67	Electrical Wall Trimout	11 days	Wed 6/17/26	Wed 7/1/26																										
69	Ceiling Inspections	5 days	Wed 6/17/26	Tue 6/23/26																										
70	Ceiling Tile	5 days	Wed 6/24/26	Tue 6/30/26																										
97	PROJECT CLOSEOUT	89 days	Thu 3/26/26	Wed 7/29/26																										
105	Site As-Builts & Review	25 days	Thu 3/26/26	Wed 4/29/26																										
98	HVAC T&B	8 days	Wed 6/3/26	Fri 6/12/26																										
99	MEP Final Inspections	4 days	Wed 6/17/26	Mon 6/22/26																										
100	FA and Sprinkler Inspection	2 days	Tue 6/23/26	Wed 6/24/26																										
101	Building Final	5 days	Thu 6/25/26	Wed 7/1/26																										
102	Punch List	20 days	Thu 7/2/26	Wed 7/29/26																										
103	Projected Substantial Completion / TCO	1 day	Thu 7/2/26	Thu 7/2/26																										
104	Install FFE	15 days	Fri 7/3/26	Thu 7/23/26																										
106	Certificate of Occupancy	1 day	Fri 7/24/26	Fri 7/24/26																										
107	Final Completion / Documentation	3 days	Mon 7/27/26	Wed 7/29/26																										

RESOLUTION 2026-R-42

EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

EXHIBIT B

Property Description

Parcel 1 as shown on that certain *Fire Station #87* plat as recorded in Plat Book 59, Page 355, of the Public Records of Sarasota County, Florida.

RESOLUTION 2026-R-42
EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

COMPOSITE EXHIBIT C

**Lighting Equipment Lease between Off Grid Lighting III, LLC and
Wellen Park Construction, LLLP**

**Contract between Wellen Park Construction, LLLP and
Hotwire Communications, Ltd. for the Improvements**

**Agreement for the Maintenance of Street Lighting by and between
Viasol Lighting and Wellen Park Construction, LLLP**

[See attached]

Exhibit C

LIGHTING EQUIPMENT LEASE

THIS LIGHTING EQUIPMENT LEASE (herein the “Lease”) is executed as of APRIL 1, 2026, 2025 by and between Off Grid Lighting III, LLC, a Florida Limited Liability Company (herein, the “Lessor”), and Wellen Park Construction LLLP (herein the “Lessee”), (Lessor and Lessee are herein sometimes referred to individually as a “Party” and collectively as the “Parties”) and the Parties agree as follows:

1. DESCRIPTION OF LEASED LIGHTING EQUIPMENT AND LEASE.

a) Lessor shall purchase Twenty (21) 30’ Aluminum solar wrapped light poles and cobra fixtures, called the (“Equipment”) and have the Equipment installed at the property of Lessee located at the Fire Station within the West Villages community in North Port, Florida (the “Property”) by Off Grid Lighting Solutions, a LLC (“OGLS”) a Florida Limited Liability Company, ViaSol LLC (“ViaSol”) or its subcontractors, in accordance with Addendum A – Scope of Work and Addendum B – Lighting Configuration, both attached hereto.

(b) Lessor leases the Equipment to Lessee, and Lessee leases the Equipment from Lessor, for a term of twenty (20) years (the “Lease Term”) commencing on the 1st day of the first full calendar month following the completion of the installation of the Equipment based on the agreed photometric, wherein such improvements are operational and ii) the completion of any work needed to restore the Property to its original condition, after installation of the Equipment (the “Lease Commencement Date”).

(c) Lessee shall pay Lessor monthly lease payments (the “Lease Payments”) consisting of \$1,386.00 (One Thousand Three Hundred Eighty-Six and Zero Cents) per month in Lease Year 1. Beginning in Lease Year 2 and each subsequent Lease Year, annual payments will increase by 1% per year. A “Lease Year” is defined as a period of 12 calendar months commencing on the Lease Commencement Date and ending on the last day of the 12th calendar month thereafter.

(d) Upon the execution of the Lease, Lessee shall pay Lessor \$5,544.00 (Five Thousand Five Hundred Forty-Four and Zero Cents), which shall be applied to the payment of the final Four (4) monthly Lease Payments prior to the expiration of the Lease Term; provided that, Lessee has paid and performed all of its obligations under the terms of this Lease.

(e) When the Equipment is ready to be delivered and installed, either Lessor or Lessee may delay the installation of the Equipment for 30 days upon notice to the other party without penalty. However, if the Lessee requests delaying the installation of the Equipment for more than 30 days, then, to defray Lessor’s additional costs and expenses, Lessee shall pay Lessor \$1,386.00 (One Thousand Three Hundred Eighty-Six and Zero Cents) per month prorated daily until the commencement of installation

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of the Equipment is permitted by Lessee. These payments shall be in addition to the monthly Lease Payments required to be paid by Lessee in subparagraph (c) above.

2. **PERMITS.** Lessee gives permission to Lessor, OGLS, ViaSol and its contractors, subcontractors and agents to enter onto Lessee's property and install the Equipment. Lessee, at Lessee's expense, shall be responsible for, and obtain, all required State, county and local permits to install the Equipment and represents and warrants to Lessor that all required permits have been obtained.

3. **INSTALLATION.** Lessor shall be responsible for causing OGLS and its contractors to install the Equipment in a workmanlike manner and according to the scope of work described in Addendum A.

4. **PAYMENTS.** The Lessee shall make the monthly Lease Payments to Lessor as provided in paragraph 1 above on the 1st day of each month by ACH payment or direct deposit to Lessor's account as designated to Lessee in writing. All Lease Payments outstanding at the termination or expiration of this Lease shall remain due and payable until paid. The Lessee shall not be entitled to withhold or abate any payment due under this Lease unless there is a material breach of this agreement by the Lessor

5. **CONTRACTOR'S INSURANCE.** OGLS, ViaSol and its contractors and subcontractors shall obtain and maintain such insurance as will protect it, Lessor and Lessee from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during the installation of the Equipment, whether such operations be by OGLS or by any of its contractors, subcontractors, agents or anyone directly or indirectly employed by either of them. OGLS shall be responsible to the Lessee for the acts and omissions of its employees, agents, contractors, and their employees, and other persons performing any of the work for, or under, this Lease on behalf of the Lessor, and all insurance obtained to mitigate such risks shall name Lessor and Lessee each as an additional insured. ViaSol shall obtain copies of its, and each contractor's, insurance certificates and shall provide those to Lessee, at Lessee's request.

6. **LESSEE'S INSURANCE.** Lessee shall carry insurance during the entire Lease Term hereof with terms, and shall maintain the following coverages in the following amounts:

(a) Comprehensive or commercial general liability insurance as to the Equipment, including contractual liability, on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering the Lessor as a named insured and Lessor as an additional insured; and

(b) Replacement cost insurance for any damage to the Equipment for any and all "Risks", including but not limited to vandalism, accidental damage, wind, fire, hurricanes, floods or any other potential cause of damage to the Equipment with Lessor as an additional insured and "Loss Payee". All insurance proceeds received for damage or destruction of the Equipment shall be used for the repair or replacement of the Equipment as necessary.

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7. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Lease, or arising, out of, under, or in connection with this Lease, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.

8. However, as to the Equipment; however, Lessor shall assign its rights, if any, under any manufacturer's 7 year warranty as to the Equipment; and simultaneously with the execution of this Lease, Lessee and ViaSol shall enter into a separate agreement for the maintenance of street lighting under the terms of which, the Equipment shall be monitored, maintained, serviced, repaired and replaced, if necessary. Lessor shall have no obligation or liability to Lessee under any of the terms of that agreement.

9. **NO WARRANTIES OF LESSOR.** LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY LEASED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE SHALL NOT MAKE ANY CLAIM AGAINST LESSOR FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT EXCEPT PURSUANT TO THE PARAGRAPH HEREIN TITLED, "LESSEE REMEDIES."

10. **PURCHASE OPTION.** The Lessee shall have the option to either purchase the Equipment from the Lessor upon the expiration of the Lease Term; or extend the term of this Lease; provided that Lessee gives prior written notice of the exercise of its option not less than 180 days prior to the expiration of the Lease Term. The purchase price of the Equipment or the extension of this Lease shall be on terms to be mutually agreed upon by the Parties. Upon payment of the agreed purchase price, the Lessor shall transfer the Lessor's interest in the Equipment to the Lessee by Bill of Sale "As-Is, Where Is" without any representation or warranty whatsoever, If the Lessee does not exercise its option to purchase the Equipment before this Lease expires or enter into an agreement to extend the term of this Lease, then this Lease shall terminate. Unless the Lessee purchases the Equipment, the Lessor shall have the right, but not the obligation, to remove part, or all, of the Equipment upon the expiration of this Lease.

11. **ADDITIONAL SIGNATURES AND EFFORTS.** Each Party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out the terms of this Lease.

12. **INDEMNIFICATION.** Lessee shall be responsible for any losses, damages, penalties, claims, suits, and actions (collectively, Claims), whether based on a theory of strict liability or otherwise caused by or related to the ownership, use or possession of the Equipment or any accident in connection with the operation, use, condition, or possession of the Equipment resulting in injury to person or property or death to any person resulting from Lessee's gross negligence or willful misconduct. Lessee shall protect, hold harmless

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and indemnify the Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including without limitation, attorneys' fees and expenses, penalties, interest, and any other costs arising from this Lease, arising from any Claims. This paragraph shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, Lessor agrees that nothing herein shall constitute or be construed as a waiver of Lessee's limitations on liabilities contained in section 768.28, Florida Statutes, or other law. This paragraph shall survive the expiration or termination of this Lease.

13. **LATE CHARGES.** If the Lessee makes any Lease Payments more than 7 days after the date it is due, the Lessor shall be entitled to a late fee of five percent (5%) of the late or unpaid Lease Payment which along with the late or unpaid Lease Payment shall be due with and included as part of the subsequent Lease Payment.

14. **NO VOLUNTARY EARLY TERMINATION.** Neither Party has the right or option to voluntarily terminate this Lease, except in the event of default.

15. **DEFAULT.** Any one or more of following events shall be considered a "default" under this Lease: (a) failure of the Lessee to timely pay any Lease Payment or other payment required to be paid hereunder at the time specified herein; and (b) failure by the Lessee or the Lessor to observe or perform any obligation under this Lease.

16. **LESSEE REMEDIES.** If Lessor defaults under this Lease, the Lessee shall, within ten (10) days of each default, provide written demand upon the Lessor to cure each default within thirty (30) days of the Lessor's receipt of the written demand to cure ("Cure Period"). If Lessor fails to cure within the Cure Period, the Lessee may terminate this Lease by providing written notice of termination to the Lessor within five (5) days of the expiration of the Cure Period. Upon terminating the Lease under this paragraph, i) the Lessee shall no longer be obligated to pay any Lease Payments and ii) at Lessee's option, the Lessor shall be required to promptly disassemble and remove the Equipment at its own cost and expense. The Lessor agrees to pay all of the Lessee's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

17. **LESSOR REMEDIES.** If Lessee defaults and fails to cure any default after 10 days prior written notice and opportunity to cure, the Lessor may do one or more of the following: (a) cancel or terminate this Lease or any or all agreements that the Lessor has entered into with Lessee in which event, Lessor shall have the right to disassemble and remove the Equipment or any part thereof; and/or (b) require the Lessee to immediately pay the Lessor, as compensation for loss of the Lessor's bargain and not as a penalty, (i) the sum equal to the present value of all unpaid Lease Payments for the remainder of the term discounted at 5% per annum, compounding monthly; plus (ii) all other amounts due or that become due under this Lease (the "Accelerated Payment"). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Lessee defaults until paid (the "Interest Charge") (the Accelerated Payment and Interest Charge are collectively referred to herein as "Damages"). The Lessee agrees to pay

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Damages and all of the Lessor's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

For example: If at the end of the 5th lease year, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$192,964.00.

If at the end of the 10th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$147,830.00.

If at the end of the 15th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$85,205.00.

18. **TITLE AND TAX BENEFITS.** The Lessor is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Lessor, including but not limited to any tax incentives, tax credits or tax deductions. This Lease conveys only the right to have the light generated by the equipment. The Lessee agrees this transaction is a true Lease. However, if this transaction is deemed to be a Lease intended for security, Lessee grants the Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Lease is deemed a finance Lease, the Lessee shall deliver to the Lessor signed financing statements or other documents the Lessor requests to protect the Lessor's interest in the Equipment. **THE LESSEE AUTHORIZES THE LESSOR TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT THE LESSOR OR THE LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.**

19. **ASSIGNMENT OF LEASE.** The Lessee may not assign, sell, transfer, or sublease the Equipment or the Lessee's interest in this Lease without the express written consent of the Lessor. **Notwithstanding the foregoing, the Lessee shall be permitted to transfer this Lease to the City of Northport ("City"). Upon such transfer, the City shall assume all remaining lease payment obligations and shall be responsible for the performance of all covenants, duties, and obligations of the Lessee under this Lease.** The Lessor may, upon notice to the Lessee, sell, assign, or transfer this Lease, any portion hereof, or the Lessor's rights in the Equipment. The Lessee agrees that any such assignee or transferee of the Lessor shall have the same rights and benefits that the Lessor now has under this Lease. The rights of any such assignee or transferee shall not be subject to any claim, defense, or set-off that the Lessee might have against the Lessor.

20. **EASEMENT RIGHTS.** The Lessee shall provide Lessor and ViaSol with written approval to install the Equipment on the Property. This may be in the form of a confirmation email stating that the Lessor has the right to install the Equipment in the locations specified in the Lighting Study that was supplied to the Lessee.

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21. ACCESS.

The Lessee shall permit the Lessor, ViaSol and its contractors and agents' reasonable access to any and all portions of the Equipment for purposes of inspection, maintenance, testing, and repair.

22. NOTICES. All notices shall be provided by certified mail delivered to each party's principal office, by regular mail, personal delivery or by email to an email address provided below (or as may be subsequently changed in writing upon notice to the Parties) by each of the Parties. Notices shall be deemed given when delivered.

Lessor's address for notices:	Off Grid Lighting III, LLC Attn. Russell G. Stone, Manager 2536 Illinois Rd. Northbrook, IL 60062 Phone: 773-230-9164 Email: rstone@stonegrp.com
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Lessee's address for notices:

FORCE MAJEURE. In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any other event beyond the Lessor's control and notwithstanding the paragraph herein titled, "LESSEE REMEDIES", Lessor shall not be liable to Lessee for failure to perform any obligation under this Lease.

24. JOINTLY DRAFTED. The Parties acknowledge that this Lease was drafted and/or reviewed jointly by the Parties, and that the Parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each Party's own choosing for the review of the terms of this Lease prior to its execution. In the event of any dispute over the interpretation of this Lease, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Lease comprise the entire agreement between the parties regarding the lease of the Equipment. No amendments to this Lease shall be permitted, unless signed by both Parties. Both Parties agree that the express terms of this Lease shall not be explained,

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modified, or contradicted by any prior course of dealing between the Parties or by any usage of the general trade.

26. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document. Documents delivered via facsimile or email with electronic signatures shall be considered originals.

27. BINDING EFFECT. This Lease shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns.

28. CERTIFICATION AND AUTHORIZATION. Each Party expressly certifies that the authorized agent below has the authority to execute this Lease and that the Party has complied with all internal policies, procedures, and applicable law upon which authority to execute this Lease is predicated. Furthermore, the Lessee certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Lease in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Lease to notice and hearing where applicable, performed any other acts required for approval and adoption of this Lease as a valid obligation by the Lessee, and that it has sufficient funds available to pay all amounts due hereunder.

29. GOVERNING LAW AND SEVERABILITY. This Lease shall be governed by the laws of the State of Florida and any suits pertaining to this Lease shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this Lease is unenforceable, the remaining provisions shall remain in full force and effect.

30. EFFECTIVE DATE. After both Parties execute this Lease, the effective date shall be the date the Lessor executes this Lease.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Lessor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

32. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the Lessee in connection with this Agreement may be public records, and, accordingly, Lessor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Lessor acknowledges that the designated public records custodian for the Lessee is William Crosley or his replacement (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Lessor shall 1) keep and maintain public records required by the Lessee to perform the service; 2) upon request by the Public Records Custodian, provide the Lessee with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public

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records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Lessor does not transfer the records to the Public Records Custodian of the Lessee; and 4) upon completion of the contract, transfer to the Lessee, at no cost, all public records in Lessor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Lessor, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Lessee in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.ORG, OR 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

33. E-VERIFY REQUIREMENTS. The Lessor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Lessee may terminate this Agreement immediately for cause if there is a good faith belief that the Lessor has knowingly violated Section 448.091, Florida Statutes.

If the Lessor anticipates entering into agreements with a subcontractor for the Work, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessor upon request.

In the event that the Lessee has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee. Further, absent such notification from the Lessee, the Lessor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Lessor represents that no public employer has terminated a contract with the Lessor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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IN WITNESS WHEREOF, this Lease has been executed by the Parties below.


Lessor:

Off Grid Lighting III, LLC, a Florida
limited liability company

By: Russell Stone
Russell G. Stone, Manager

Lessee:

Wellen Park Construction LLLP

By: 
Name: BRUCE A. MELLEN
Title: DIR. OF LAND DEVELOPMENT

Witness:

By: Maria Coppinger
Name: Maria Coppinger
Title: Land Coordinator

Addendum A – Scope of Work

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In accordance with the plan, as detailed in the Photometric and Autonomy Studies submitted by OGLS to the Lessee, the Lessor shall cause OGLS to complete the installation of the following “Equipment”:

- (21) 30’ Solar Wrapped Aluminum Pole and Cobra Fixtures
- **LOCATION OF EQUIPMENT:** Lessee shall stake the locations of the Equipment on roadways and commercial property prior to the installation of the Equipment. To assist the Lessee with the staking process, OGLS shall provide the Lessee with a final design sketch that reflects the Equipment locations approved by the Lessee and will participate in the staking of light pole positions at the request of the Lessee.
- **UNDERGROUND OBSTRUCTIONS:** Lessee shall locate and advise OGLS through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OGLS at the installation site. Any and all costs or liability for damage to Underground Facilities by the Lessor or ViaSol that were not properly identified by the Lessee, as described under this paragraph, shall be paid by the Lessee, except for those claims, losses or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of the Equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Lessee, the Lessor, or any third parties.

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Addendum B: Lighting Configuration – Fire Station

	30' Aluminum Wrap Cobra
Number of Lights	21
Fixture Color	Black
Light Color	5000 Kelvin light temperature
Motion Sensor	Yes
Light Head	Cobra
Arm	90° Tenon Top
Pole Type	30' ft above grade direct burial aluminum pole
Pole Color	Black
Installation Included	Yes

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ACCELERATE YOUR BUSINESS WITH
FIBER OPTIC SOLUTIONS

Fision Commercial Services Proposal

Prepared for: Wellen Park



Fiber Optics by
Hotwire Communications



Accelerate your Business with Fision Fiber

Commercial Service Proposal

Prepared by: Michael Honorio	Date Valid Until: 04/30/2026	Contract Terms: N/A
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BILL INFORMATION

Bill to Name: Wellen Park, LLLP
 Bill to Address: 19830 Wellen Park Boulevard
 Venice, Florida, 34293
 Suite No:

SERVICE INFORMATION

Service To: Wellen Park
 Service Address: 17890 Preto Boulevard Venice, Florida, 34293
 Suite No:
 Contact Name: , Phone # :

Product	Description	Quantity	NRC	MRC	Discount Total	Total Price
Fision Dedicated Fiber 500/200		1		\$ 349.99	\$ 0.00	\$ 349.99
					Discount Total	\$ 0.00
					*SALES TOTAL	\$ 349.99
					One-Time Non-Recurring Charge	\$ 0.00

**Does not include taxes, fees, or other government imposed charges*

COMMENTS

SERVICE AUTHORIZATION

HOTWIRE COMMUNICATIONS

Customer Name Bruce Mellen Name _____
Print Print

Customer Signature Signature _____

Date 4/29/2026 Date _____



Exhibit C

Accelerate your Business with Fision Fiber

1. PROVISION OF SERVICES. (a) This Master Service Agreement, including any addenda or amendments (together, the "Terms") is made by and between the Customer and Hotwire Communications, Ltd ("Hotwire"). Customer is the entity or person written on the service order. Customer may submit one or more order forms, work invoices, or other form of order for service, equipment, or materials to Hotwire ("Service Order"). The Terms and the Service Orders together are referred to as the "Agreement". (b) Each Service Order will specify communications services ordered from Hotwire, including but not limited to voice, high speed Internet, security, and video services (together, "Services"), equipment or materials to be sold, licensed, or leased to Customer (collectively, "Products"), delivery location (the "Premises"), prices, and term commitments for Service or Products. Hotwire retains title to all Products not sold to Customer. (c) Hotwire will use commercially reasonable efforts to deliver Services in a manner that creates a smooth transfer from Customer's current provider.

2. CUSTOMER'S PAYMENT OBLIGATIONS. Customer shall pay Hotwire (a) within thirty (30) days after invoice date: all Non-Recurring Charges ("NRCs"), including installation or repair or premises visit fees; all advance Monthly Recurring Charges ("MRCs"), including charges for unauthorized or fraudulent use originating on Customer's side of the network; and, all fees, taxes, surcharge, including, but not limited to, the EVSF and LNP surcharges for voice service and the Video Content Surcharge for video, and other charges that apply to Customer, Services or Products; (b) interest calculated at one and a half percent (1.5%) per month (or the highest rate allowed by law) on amounts not paid within thirty (30) days of invoice date and not timely disputed; (c) Hotwire's costs and reasonable attorneys' fees to collect

3. CUSTOMERS' OTHER OBLIGATIONS. Customer shall (a) ensure compatibility of its equipment with Hotwire Services and Products; (b) provide and maintain safe and adequate electric power, equipment space, climate control (including 60-80 degrees Fahrenheit temperature), work conditions access, and use of rights-of-ways; (c) not encumber Hotwire's equipment, facilities, or Products; (d) operate, maintain, and secure its own equipment and facilities; (e) submit a written dispute within ninety (90) days from the date of any invoice that is the subject of a claimed dispute or forever be barred from raising a dispute or defense to payment of such invoiced amounts; (f) defend, indemnify, and hold harmless Hotwire against any and all damages and/or costs caused by Customer's negligent or intentionally wrongful acts or omissions, including but not limited to causing damage to equipment or facilities, sending or receiving illegal or improper content, or infringing intellectual property rights; (g) reimburse Hotwire for the full repair or replacement cost, at Hotwire's option, of any equipment or facilities on or connected to the Premises, if damaged by electricity, fire, lightning, or other casualty; (h) provide sixty (60) days advance written notice of any change of address or move of the Services from the Premises; (i) not dispute the validity of any liquidated damages, including any assertion that such damages are penalties are not reasonably not related to actual damages; (j) upon Hotwire or Customer suspending or canceling the Services, return, within ten days, in good working order and condition, all leased or licensed Products or pay Hotwire the value, as of the Effective Date, of all leased or licensed Products (the "Equipment Fee"); and (k) not to use the Services, the Products or any facilities or equipment of Hotwire in any unlawful way or for any unlawful purpose.

4. DELIVERY OF PRODUCTS AND SERVICES. The term of each Service Order begins on the later of (a) The term of this Master Service Agreement and the attached Service Order begins on [] (the "Effective Date"), continues for a term of [N/A] (the "Term"), and expires on [] (the "Expiration Date"). Additional Service Orders to this Master Service Agreement will clearly state their Effective Date, Term, and Expiration Date in the additional Service Order. Or (b) the date when Services or Products are first delivered to Customer (the "Effective Date"). If Customer cancels a Service Order before the Effective Date, then Customer shall pay the Equipment Fee plus a cancellation cost of \$35 per voice line, and \$750 for high-speed Internet services. Hotwire may terminate Services without further liability to Customer, upon written notice to Customer, if underlying facilities or services required by Hotwire to provide Services become unavailable or if the price of the underlying services or facilities increases to the extent that continued provisioning of Services becomes commercially unreasonable, as determined in Hotwire's sole discretion. The Service may include use of certain equipment owned by Hotwire and located at the Customer's premises ("Hotwire Equipment"), but title to the Hotwire Equipment will remain with Hotwire. Customer must provide electric power for the Hotwire Equipment must keep the Hotwire Equipment physically secure and free from liens and encumbrances and will bear the risk of loss or damage, other than ordinary wear and tear, to Hotwire Equipment. Customer will defend, indemnify, and hold harmless Hotwire against any and all damages and/or costs caused by Customer's relocation of any Hotwire-installed equipment, including the phone system, from the Hotwire-installed location

5. SERVICE SUSPENSION. Hotwire may suspend or terminate Services if: (a) Customer's payment is rejected or Customer does not pay all amounts by the due date upon ten (10) days' notice, or longer notice if required by state law; (b) Customer violates the Hotwire policies posted at www.fisionwork.com; (c) Customer becomes insolvent or bankrupt; or (d) Customer is involved in suspected or actual fraud, misrepresentation, or other violation of law ("Cause").

6. SYSTEM REPAIR AND MAINTENANCE. Hotwire reserves the right to disrupt Services at any time, without notice for emergency maintenance or repair.

7. CONTINUATION OF SERVICE. At the end of the initial or renewal term for each Service Order, that Service Order shall automatically renew for the same term stated in the then existing Service Order, unless Customer gives Hotwire written notice of cancellation at least thirty (30) days before the term would otherwise expire. If state law prohibits such automatic renewal, then the Service Order shall continue on a month-to-month term at month-to-month rates.

8. ANNUAL MRC PAYMENT INCREASE. The MRC payment is guaranteed for one (1) year from the Effective Date of this Agreement. On the thirteenth (13) month from the Effective Date of the Term and on each and every successive anniversary of the Effective Date of the Term, including all renewal periods, the MRC payment may be adjusted annually by four percent (4%) of the MRC payment from the previous year or by the previous year's Consumer Price Index increase, whichever is greater.

9. LIMITATION OF LIABILITY. IF HOTWIRE'S GROSS NEGLIGENCE CAUSES DAMAGE TO PERSON OR PROPERTY, HOTWIRE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY. IF HOTWIRE'S GROSS NEGLIGENCE CAUSES DAMAGE OF ANY OTHER SORT, HOTWIRE WILL BE LIABLE FOR NO MORE THAN THE AMOUNT OF HOTWIRE'S CHARGES FOR THE SERVICES OR PRODUCTS DURING THE AFFECTED PERIOD. HOTWIRE WILL NOT BE LIABLE FOR PUNITIVE, RELIANCE, SPECIAL DAMAGES, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE OR INCREASED COSTS OF OPERATION. THESE LIMITATIONS APPLY EVEN IF THE DAMAGES WERE FORESEEABLE OR CUSTOMER WAS ADVISED THAT THEY WERE

POSSIBLE, AND THEY APPLY TO ANY NEGLIGENCE CLAIM THAT DOES NOT INVOLVE WILLFUL MISCONDUCT OR INTENTIONAL MISCONDUCT, NO MATTER HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS (SUCH AS CONTRACT, TORT, STATUTE, OR MISREPRESENTATION) IT IS BASED. HOTWIRE WILL NOT BE LIABLE FOR ANY DAMAGES — AND WILL BE LIABLE ONLY FOR THE AMOUNT OF HOTWIRE'S CHARGES FOR THE SERVICES DURING THE AFFECTED PERIOD — IF SERVICES ARE INTERRUPTED, OR THERE IS A PROBLEM WITH HOTWIRE'S SERVICES CAUSED BY AN ACT OR OMISSION OF ANOTHER PERSON OR PROVIDER FURNISHING A PORTION OF THE SERVICES (I.E., DIRECTORY LISTINGS, 911, E911). THIS SECTION WILL SURVIVE EXPIRATION OR TERMINATION OF THE AGREEMENT.

10. DISCLAIMERS. HOTWIRE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. OUTAGE CREDITS. Hotwire's sole responsibility for any Product failure shall be that Product's repair or replacement, at Hotwire's option. Hotwire's sole responsibility for any unscheduled interruption of Services, defined as failure to provide a service level of 99.999% or more (a "Service Disruption") shall be the issuance of outage credits. Outage duration is measured from the time that Hotwire opens or issues a trouble ticket number for a Service Disruption. Credits only apply to Service Disruptions caused by problems with Hotwire's network, may not exceed the total MRC for an affected Service during any single month, and will appear on the Customer's next monthly invoice after a Service Disruption. The following credits apply to each type of Service: for the Service affected by a Service Disruption that lasts for more than forty-five (45) continuous minutes, the pro-rated daily MRC for the period during which the Service is affected.

12. BASIS FOR CANCELLATION. Hotwire may cancel Services without any liability and Customer may cancel Services without any Termination Liability if: (a) Hotwire is prohibited from furnishing such Services at the Premises; (b) any material rate or term for such Services is substantially changed by action of the Federal Communications Commission (FCC) or any other forum of competent jurisdiction; (c) the other party materially breaches the Terms related to such Services and the breaching party fails to cure an actual material breach within thirty (30) days after written notice by the non-breaching party stating the details of the alleged material breach (or such longer time as may be reasonably necessary to cure any breach), unless Hotwire's alleged breach is caused by Customer's own breach (such as Customer's failure to allow access to equipment for repair or maintenance).

13. EFFECT OF CANCELLATION. If Hotwire suspends or terminates Services for Cause, then Hotwire will deem any or all Service Orders as ended by Termination for Convenience. Hotwire has sole discretion over terms of restoring Services. Upon thirty (30) days' advance written notice to Hotwire, Customer may terminate any Services before the end of the term ("Termination for Convenience") and pay Hotwire all amounts then due plus the Early Termination Fees ("ETF"). If the Agreement is Terminated for Convenience in the first year of this Agreement, defined as one (1) year from the Effective Date, the ETF shall be one hundred percent (100%) of the remaining MRCs for the duration of the Term. For example, if the Agreement is Terminated for Convenience in the first year and there are twenty-eight (28) months remaining in the term, the ETF will be 28 x MRC. If the Agreement is Terminated for Convenience in the second or third year of this Agreement, the ETF shall be fifty percent (50%) of the remaining MRCs for the duration of the Term. For example, if the Agreement is Terminated for Convenience in the second year of the Agreement and there are fourteen (14) months remaining in the Term, the ETF will be 7 x MRC.

14. FORCE MAJEURE. Neither party shall be liable for failure to perform all or part of this Agreement by reason of Act of God, war, labor dispute, act of terrorism, civil riot(s) or disturbance(s), actions by third party service providers, non-delivery or inadequate performance by program or equipment suppliers (including but not limited to operation of the equipment within the manufacturer's specifications, inter-manufacturer operability problems and/or issues arising through the use or upgrade of manufacturer-provided software), installation contractors, local exchange carrier(s) or underlying network provider(s), or equipment suppliers, breakdown of networks, facilities, microwave or other electrical or physical signal interference, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting, interfering with, or any other cause beyond their respective reasonable control.

15. NONDISCLOSURE. For the initial term and any renewals for each Service Order, and for one year thereafter, Customer agrees not to disclose to any third party non- public information regarding Hotwire's business, provided Customer by Hotwire, and designated "confidential" or "proprietary" ("Confidential Information"). A receiving party shall keep Confidential Information with reasonable care and protect such Confidential Information as if such information was its own Confidential Information. This section 15 does not apply to information already known to the receiving party; already in the public domain; rightfully obtained from a third party; required by law to be disclosed or disclosed as part of any court proceedings. The obligations in Section 15 shall survive any form of cancellation of this Agreement.

16. AMENDMENTS. This Agreement may only be amended by written agreement of both parties or by written notice from Hotwire to Customer without written objection by Customer within in the 30 days following such notice. If Customer objects to a proposed change, Customer and Hotwire will work together in good faith to seek to resolve it.

17. JURISDICTION AND VENUE. This Agreement, and all matters arising out of or related to it, shall be governed by the laws of the State of Florida. Any disputes concerning this Agreement shall be resolved in a state court in the county where Services are being delivered.

18. NOTICE. Notice to Customer may be directed to a contact listed in Hotwire's account for Customer, whether delivered in person, sent by facsimile, sent by courier, sent by electronic mail, or sent by U.S. Postal Service. Notice to Hotwire must be directed to Hotwire Communications, Attn: Legal Department, P.O. Box 1187, Bala Cynwyd, PA 19004. Notice is effective when sent. Customer will immediately notify Hotwire of any changes to Customer's contact information.

19. ENTIRE AGREEMENT. This Agreement is the entire agreement between the parties and supersedes all prior written or oral agreements. These Terms supersede and replace any prior Terms between the parties. These Terms apply to all existing and future Service Orders, Products, and Services, but shall not operate as accord nor satisfaction of any outstanding rights or obligations, unless specifically waived in writing and signed by Parties.

20. GENERAL PROVISIONS. (a) No specific waiver or failure to enforce any provision of this Agreement shall be deemed to constitute any permanent or general waiver. (b) This Agreement creates no partnership, joint venture or agency relationship between the parties and results in no joint communications service offerings. (c) If Hotwire seeks to enforce any term or condition of or related to this Agreement, then Hotwire shall be entitled to recover, in addition to any other remedies, its reasonable attorneys' fees, courts costs and fees, costs of investigation and any other related costs or expenses. (d) Customer agrees not to resell or market any Services provided by Hotwire, including but not limited to electronic mail, web space, and high-speed Internet access, and Customer agrees not to compete with Hotwire in providing any of the Services, including but not limited to providing any type of Internet access, electronic mail, Web space, domain hosting, and voice services, from or to any location where Hotwire provides Services. (e) Customer shall not assign or transfer any of its rights to obligations under this Agreement without Hotwire's prior written consent. (f) Customer shall provide Hotwire

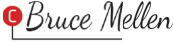
RESOLUTION 2026-R-42 EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY - Exhibit C

with thirty (30) days' advance written notice of any change to its business name or use of fictitious or d/b/a name. (g) This Agreement shall inure to the benefit of and be binding against each party's heirs, successors or assigns. (h) If any term in this Agreement is held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected, and each term or condition of the Agreement shall be valid and enforceable to the fullest extent permissible by law. (i) Hotwire may verify and use Customers credit information as needed during the ordering or provision of Services and Products. Customer certifies that any information provided to Hotwire is true and accurate to the best of Customer's knowledge and to the best knowledge of the specific individuals who provide any information to Hotwire.

SERVICE AUTHORIZATION

HOTWIRE COMMUNICATIONS

Customer Name Bruce Mellen Name _____
Print *Print*

Customer Signature  Signature _____

Date 4/29/2026 Date _____

LIGHTING EQUIPMENT LEASE

THIS LIGHTING EQUIPMENT LEASE (herein the “Lease”) is executed as of APRIL 1, 2026, 2025 by and between Off Grid Lighting III, LLC, a Florida Limited Liability Company (herein, the “Lessor”), and Wellen Park Construction LLLP (herein the “Lessee”), (Lessor and Lessee are herein sometimes referred to individually as a “Party” and collectively as the “Parties”) and the Parties agree as follows:

1. DESCRIPTION OF LEASED LIGHTING EQUIPMENT AND LEASE.

a) Lessor shall purchase Twenty (21) 30’ Aluminum solar wrapped light poles and cobra fixtures, called the (“Equipment”) and have the Equipment installed at the property of Lessee located at the Fire Station within the West Villages community in North Port, Florida (the “Property”) by Off Grid Lighting Solutions, a LLC (“OGLS”) a Florida Limited Liability Company, ViaSol LLC (“ViaSol”) or its subcontractors, in accordance with Addendum A – Scope of Work and Addendum B – Lighting Configuration, both attached hereto.

(b) Lessor leases the Equipment to Lessee, and Lessee leases the Equipment from Lessor, for a term of twenty (20) years (the “Lease Term”) commencing on the 1st day of the first full calendar month following the completion of the installation of the Equipment based on the agreed photometric, wherein such improvements are operational and ii) the completion of any work needed to restore the Property to its original condition, after installation of the Equipment (the “Lease Commencement Date”).

(c) Lessee shall pay Lessor monthly lease payments (the “Lease Payments”) consisting of \$1,386.00 (One Thousand Three Hundred Eighty-Six and Zero Cents) per month in Lease Year 1. Beginning in Lease Year 2 and each subsequent Lease Year, annual payments will increase by 1% per year. A “Lease Year” is defined as a period of 12 calendar months commencing on the Lease Commencement Date and ending on the last day of the 12th calendar month thereafter.

(d) Upon the execution of the Lease, Lessee shall pay Lessor \$5,544.00 (Five Thousand Five Hundred Forty-Four and Zero Cents), which shall be applied to the payment of the final Four (4) monthly Lease Payments prior to the expiration of the Lease Term; provided that, Lessee has paid and performed all of its obligations under the terms of this Lease.

(e) When the Equipment is ready to be delivered and installed, either Lessor or Lessee may delay the installation of the Equipment for 30 days upon notice to the other party without penalty. However, if the Lessee requests delaying the installation of the Equipment for more than 30 days, then, to defray Lessor’s additional costs and expenses, Lessee shall pay Lessor \$1,386.00 (One Thousand Three Hundred Eighty-Six and Zero Cents) per month prorated daily until the commencement of installation

of the Equipment is permitted by Lessee. These payments shall be in addition to the monthly Lease Payments required to be paid by Lessee in subparagraph (c) above.

2. PERMITS. Lessee gives permission to Lessor, OGLS, ViaSol and its contractors, subcontractors and agents to enter onto Lessee's property and install the Equipment. Lessee, at Lessee's expense, shall be responsible for, and obtain, all required State, county and local permits to install the Equipment and represents and warrants to Lessor that all required permits have been obtained.

3. INSTALLATION. Lessor shall be responsible for causing OGLS and its contractors to install the Equipment in a workmanlike manner and according to the scope of work described in Addendum A.

4. PAYMENTS. The Lessee shall make the monthly Lease Payments to Lessor as provided in paragraph 1 above on the 1st day of each month by ACH payment or direct deposit to Lessor's account as designated to Lessee in writing. All Lease Payments outstanding at the termination or expiration of this Lease shall remain due and payable until paid. The Lessee shall not be entitled to withhold or abate any payment due under this Lease unless there is a material breach of this agreement by the Lessor

5. CONTRACTOR'S INSURANCE. OGLS, ViaSol and its contractors and subcontractors shall obtain and maintain such insurance as will protect it, Lessor and Lessee from claims under workmen's compensation acts and from claims for damages because of property damage or bodily injury, including death, which may arise from and during the installation of the Equipment, whether such operations be by OGLS or by any of its contractors, subcontractors, agents or anyone directly or indirectly employed by either of them. OGLS shall be responsible to the Lessee for the acts and omissions of its employees, agents, contractors, and their employees, and other persons performing any of the work for, or under, this Lease on behalf of the Lessor, and all insurance obtained to mitigate such risks shall name Lessor and Lessee each as an additional insured. ViaSol shall obtain copies of its, and each contractor's, insurance certificates and shall provide those to Lessee, at Lessee's request.

6. LESSEE'S INSURANCE. Lessee shall carry insurance during the entire Lease Term hereof with terms, and shall maintain the following coverages in the following amounts:

(a) Comprehensive or commercial general liability insurance as to the Equipment, including contractual liability, on an occurrence basis, in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering the Lessor as a named insured and Lessor as an additional insured; and

(b) Replacement cost insurance for any damage to the Equipment for any and all "Risks", including but not limited to vandalism, accidental damage, wind, fire, hurricanes, floods or any other potential cause of damage to the Equipment with Lessor as an additional insured and "Loss Payee". All insurance proceeds received for damage or destruction of the Equipment shall be used for the repair or replacement of the Equipment as necessary.

7. **WAIVER OF JURY TRIAL.** Lessee and Lessor hereby knowingly, intentionally, and voluntarily waive any right they and/or their successors and assigns may have to a trial by jury or a jury determination of any fact in any litigation based on this Lease, or arising, out of, under, or in connection with this Lease, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.

8. However, as to the Equipment; however, Lessor shall assign its rights, if any, under any manufacturer's 7 year warranty as to the Equipment; and simultaneously with the execution of this Lease, Lessee and ViaSol shall enter into a separate agreement for the maintenance of street lighting under the terms of which, the Equipment shall be monitored, maintained, serviced, repaired and replaced, if necessary. Lessor shall have no obligation or liability to Lessee under any of the terms of that agreement.

9. **NO WARRANTIES OF LESSOR.** LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY LEASED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE SHALL NOT MAKE ANY CLAIM AGAINST LESSOR FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT EXCEPT PURSUANT TO THE PARAGRAPH HEREIN TITLED, "LESSEE REMEDIES."

10. **PURCHASE OPTION.** The Lessee shall have the option to either purchase the Equipment from the Lessor upon the expiration of the Lease Term; or extend the term of this Lease; provided that Lessee gives prior written notice of the exercise of its option not less than 180 days prior to the expiration of the Lease Term. The purchase price of the Equipment or the extension of this Lease shall be on terms to be mutually agreed upon by the Parties. Upon payment of the agreed purchase price, the Lessor shall transfer the Lessor's interest in the Equipment to the Lessee by Bill of Sale "As-Is, Where Is" without any representation or warranty whatsoever, If the Lessee does not exercise its option to purchase the Equipment before this Lease expires or enter into an agreement to extend the term of this Lease, then this Lease shall terminate. Unless the Lessee purchases the Equipment, the Lessor shall have the right, but not the obligation, to remove part, or all, of the Equipment upon the expiration of this Lease.

11. **ADDITIONAL SIGNATURES AND EFFORTS.** Each Party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of carrying out the terms of this Lease.

12. **INDEMNIFICATION.** Lessee shall be responsible for any losses, damages, penalties, claims, suits, and actions (collectively, Claims), whether based on a theory of strict liability or otherwise caused by or related to the ownership, use or possession of the Equipment or any accident in connection with the operation, use, condition, or possession of the Equipment resulting in injury to person or property or death to any person resulting from Lessee's gross negligence or willful misconduct. Lessee shall protect, hold harmless

and indemnify the Lessor from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including without limitation, attorneys' fees and expenses, penalties, interest, and any other costs arising from this Lease, arising from any Claims. This paragraph shall survive the expiration or termination of this Lease. Notwithstanding the foregoing, Lessor agrees that nothing herein shall constitute or be construed as a waiver of Lessee's limitations on liabilities contained in section 768.28, Florida Statutes, or other law. This paragraph shall survive the expiration or termination of this Lease.

13. **LATE CHARGES.** If the Lessee makes any Lease Payments more than 7 days after the date it is due, the Lessor shall be entitled to a late fee of five percent (5%) of the late or unpaid Lease Payment which along with the late or unpaid Lease Payment shall be due with and included as part of the subsequent Lease Payment.

14. **NO VOLUNTARY EARLY TERMINATION.** Neither Party has the right or option to voluntarily terminate this Lease, except in the event of default.

15. **DEFAULT.** Any one or more of following events shall be considered a "default" under this Lease: (a) failure of the Lessee to timely pay any Lease Payment or other payment required to be paid hereunder at the time specified herein; and (b) failure by the Lessee or the Lessor to observe or perform any obligation under this Lease.

16. **LESSEE REMEDIES.** If Lessor defaults under this Lease, the Lessee shall, within ten (10) days of each default, provide written demand upon the Lessor to cure each default within thirty (30) days of the Lessor's receipt of the written demand to cure ("Cure Period"). If Lessor fails to cure within the Cure Period, the Lessee may terminate this Lease by providing written notice of termination to the Lessor within five (5) days of the expiration of the Cure Period. Upon terminating the Lease under this paragraph, i) the Lessee shall no longer be obligated to pay any Lease Payments and ii) at Lessee's option, the Lessor shall be required to promptly disassemble and remove the Equipment at its own cost and expense. The Lessor agrees to pay all of the Lessee's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

17. **LESSOR REMEDIES.** If Lessee defaults and fails to cure any default after 10 days prior written notice and opportunity to cure, the Lessor may do one or more of the following: (a) cancel or terminate this Lease or any or all agreements that the Lessor has entered into with Lessee in which event, Lessor shall have the right to disassemble and remove the Equipment or any part thereof; and/or (b) require the Lessee to immediately pay the Lessor, as compensation for loss of the Lessor's bargain and not as a penalty, (i) the sum equal to the present value of all unpaid Lease Payments for the remainder of the term discounted at 5% per annum, compounding monthly; plus (ii) all other amounts due or that become due under this Lease (the "Accelerated Payment"). Interest shall accrue on the Accelerated Payment at 8% per annum, compounding monthly, from the date the Lessee defaults until paid (the "Interest Charge") (the Accelerated Payment and Interest Charge are collectively referred to herein as "Damages"). The Lessee agrees to pay

Damages and all of the Lessor's costs of enforcing this Lease, whether or not suit is filed, including but not limited to filing costs, service of process, expert witness fees, and reasonable attorneys' fees. This paragraph shall survive any termination of the Lease.

For example: If at the end of the 5th lease year, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$192,964.00.

If at the end of the 10th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$147,830.00.

If at the end of the 15th lease term, assuming the lease is current and in good standing, the NPV of all future payments would equate to \$85,205.00.

18. **TITLE AND TAX BENEFITS.** The Lessor is the owner of and shall hold title to the Equipment. All benefits of owning and operating the Equipment shall inure to the Lessor, including but not limited to any tax incentives, tax credits or tax deductions. This Lease conveys only the right to have the light generated by the equipment. The Lessee agrees this transaction is a true Lease. However, if this transaction is deemed to be a Lease intended for security, Lessee grants the Lessor a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Lease is deemed a finance Lease, the Lessee shall deliver to the Lessor signed financing statements or other documents the Lessor requests to protect the Lessor's interest in the Equipment. **THE LESSEE AUTHORIZES THE LESSOR TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT THE LESSOR OR THE LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.**

19. **ASSIGNMENT OF LEASE.** The Lessee may not assign, sell, transfer, or sublease the Equipment or the Lessee's interest in this Lease without the express written consent of the Lessor. **Notwithstanding the foregoing, the Lessee shall be permitted to transfer this Lease to the City of Northport ("City"). Upon such transfer, the City shall assume all remaining lease payment obligations and shall be responsible for the performance of all covenants, duties, and obligations of the Lessee under this Lease.** The Lessor may, upon notice to the Lessee, sell, assign, or transfer this Lease, any portion hereof, or the Lessor's rights in the Equipment. The Lessee agrees that any such assignee or transferee of the Lessor shall have the same rights and benefits that the Lessor now has under this Lease. The rights of any such assignee or transferee shall not be subject to any claim, defense, or set-off that the Lessee might have against the Lessor.

20. **EASEMENT RIGHTS.** The Lessee shall provide Lessor and ViaSol with written approval to install the Equipment on the Property. This may be in the form of a confirmation email stating that the Lessor has the right to install the Equipment in the locations specified in the Lighting Study that was supplied to the Lessee.

21. ACCESS.

The Lessee shall permit the Lessor, ViaSol and its contractors and agents' reasonable access to any and all portions of the Equipment for purposes of inspection, maintenance, testing, and repair.

22. NOTICES. All notices shall be provided by certified mail delivered to each party's principal office, by regular mail, personal delivery or by email to an email address provided below (or as may be subsequently changed in writing upon notice to the Parties) by each of the Parties. Notices shall be deemed given when delivered.

Lessor's address for notices: Off Grid Lighting III, LLC
Attn. Russell G. Stone, Manager
2536 Illinois Rd.
Northbrook, IL 60062
Phone: 773-230-9164
Email: rstone@stonegrp.com

Lessee's address for notices:

FORCE MAJEURE. In the event of war, fire, governmental regulation, labor dispute, shortages, or delays caused by or affecting manufacturers, suppliers, shippers, and any other event beyond the Lessor's control and notwithstanding the paragraph herein titled, "LESSEE REMEDIES", Lessor shall not be liable to Lessee for failure to perform any obligation under this Lease.

24. JOINTLY DRAFTED. The Parties acknowledge that this Lease was drafted and/or reviewed jointly by the Parties, and that the Parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each Party's own choosing for the review of the terms of this Lease prior to its execution. In the event of any dispute over the interpretation of this Lease, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. ENTIRE AGREEMENT. The Parties agree that the terms and conditions contained in this Lease comprise the entire agreement between the parties regarding the lease of the Equipment. No amendments to this Lease shall be permitted, unless signed by both Parties. Both Parties agree that the express terms of this Lease shall not be explained,

modified, or contradicted by any prior course of dealing between the Parties or by any usage of the general trade.

26. COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same document. Documents delivered via facsimile or email with electronic signatures shall be considered originals.

27. BINDING EFFECT. This Lease shall inure to the benefit of, and shall be binding upon, Lessor and Lessee and their respective successors and assigns.

28. CERTIFICATION AND AUTHORIZATION. Each Party expressly certifies that the authorized agent below has the authority to execute this Lease and that the Party has complied with all internal policies, procedures, and applicable law upon which authority to execute this Lease is predicated. Furthermore, the Lessee certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Lease in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Lease to notice and hearing where applicable, performed any other acts required for approval and adoption of this Lease as a valid obligation by the Lessee, and that it has sufficient funds available to pay all amounts due hereunder.

29. GOVERNING LAW AND SEVERABILITY. This Lease shall be governed by the laws of the State of Florida and any suits pertaining to this Lease shall be brought in the jurisdiction wherein the Equipment is located. If a court of competent jurisdiction shall determine that any provision of this Lease is unenforceable, the remaining provisions shall remain in full force and effect.

30. EFFECTIVE DATE. After both Parties execute this Lease, the effective date shall be the date the Lessor executes this Lease.

31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Lessor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

32. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the Lessee in connection with this Agreement may be public records, and, accordingly, Lessor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Lessor acknowledges that the designated public records custodian for the Lessee is William Crosley or his replacement (the "Public Records Custodian"). Among other requirements and to the extent applicable by law, the Lessor shall 1) keep and maintain public records required by the Lessee to perform the service; 2) upon request by the Public Records Custodian, provide the Lessee with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public

records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Lessor does not transfer the records to the Public Records Custodian of the Lessee; and 4) upon completion of the contract, transfer to the Lessee, at no cost, all public records in Lessor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Lessor, the Lessor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Lessee in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE LESSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, WCROSLEY@SDSINC.ORG, OR 2501-A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

33. E-VERIFY REQUIREMENTS. The Lessor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Lessor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The Lessee may terminate this Agreement immediately for cause if there is a good faith belief that the Lessor has knowingly violated Section 448.091, Florida Statutes.

If the Lessor anticipates entering into agreements with a subcontractor for the Work, Lessor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessor upon request.

In the event that the Lessee has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee. Further, absent such notification from the Lessee, the Lessor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Lessor represents that no public employer has terminated a contract with the Lessor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

IN WITNESS WHEREOF, this Lease has been executed by the Parties below.


Lessor:

Off Grid Lighting III, LLC, a Florida
limited liability company

By: Russell Stone
Russell G. Stone, Manager

Lessee:

Wellen Park Construction LLLP

By: 
Name: BRUCE A. MELLEN
Title: DIR. OF LAND DEVELOPMENT

Witness:

By: maria Coppinger
Name: Maria Coppinger
Title: Land Coordinator

In accordance with the plan, as detailed in the Photometric and Autonomy Studies submitted by OGLS to the Lessee, the Lessor shall cause OGLS to complete the installation of the following “Equipment”:

- (21) 30’ Solar Wrapped Aluminum Pole and Cobra Fixtures
- LOCATION OF EQUIPMENT: Lessee shall stake the locations of the Equipment on roadways and commercial property prior to the installation of the Equipment. To assist the Lessee with the staking process, OGLS shall provide the Lessee with a final design sketch that reflects the Equipment locations approved by the Lessee and will participate in the staking of light pole positions at the request of the Lessee.
- UNDERGROUND OBSTRUCTIONS: Lessee shall locate and advise OGLS through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems (“Underground Facilities”) at the installation site at least two (2) days prior to the commencement of any work by OGLS at the installation site. Any and all costs or liability for damage to Underground Facilities by the Lessor or ViaSol that were not properly identified by the Lessee, as described under this paragraph, shall be paid by the Lessee, except for those claims, losses or damages, including attorney’s fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of the Equipment. The phrase “property damage” includes, but is not limited to, damage to property of the Lessee, the Lessor, or any third parties.

Addendum B: Lighting Configuration – Fire Station

	30' Aluminum Wrap Cobra
Number of Lights	21
Fixture Color	Black
Light Color	5000 Kelvin light temperature
Motion Sensor	Yes
Light Head	Cobra
Arm	90° Tenon Top
Pole Type	30' ft above grade direct burial aluminum pole
Pole Color	Black
Installation Included	Yes

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EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

EXHIBIT D

**Construction Warranties and Guarantees by Willis A. Smith Construction of
Sarasota, Inc.**

[See attached]

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EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY

EXHIBIT E

Plans and Specifications, drawings, and prints prepared by Kimley-Horn and Associates, Inc.

[See attached]

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EXHIBIT 5 – ASSIGNMENT AND ASSUMPTION OF WARRANTIES AND INTANGIBLE PROPERTY