



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2017

PRODUCER

888-494-9844

LOUIS MORRISON
 LOUIS J. MORRISON C & C CONSULTANTS
 P O BOX 701340
 ST CLOUD, FL 34770-1340

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ARCH INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

K W RESORT UTILITIES CORP
 6630 FRONT STREET
 KEY WEST, FL 33040

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/>	GWPKG0063312	08/13/17	08/13/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	GWPKG0063312	08/13/17	08/13/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$0	GWFXS0063306 EXCESS OF GENERAL AND AUTOMOBILE LIABILITY	08/13/17	08/13/18	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER LEASED EQUIPMENT	GWPKG0063312	08/13/17	08/13/18	\$33,000 LIMIT/\$2,500 DEDUCTIBLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

MODULAR SPACE CORPORATION IS INCLUDED AS AN ADDITIONAL INSURED. MODULAR SPACE CORPORATION & BANK OF AMERICA, NA IS LOSS PAYEE WITH RESPECT TO LEASE/RENTAL MODULAR TRAILER (BUILDING RENTAL SNGL1260) AS THEIR INTEREST MAY APPEAR BY WRITTEN CONTRACT. **WIND, HAIL & FLOOD COVERAGE EXCLUDED.** CUSTOMER/REFERNCE #: K.W. RESORT UTILITIES CORP (OFFER # 302407)

CERTIFICATE HOLDER

MODULAR SPACE CORPORATION
 CUSTOMER INSURANCE TRACKING
 1200 WEST SWEDES FORD ROAD
 BERWYN, PA 19312-1078

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Louis Morrison

ACORD 25 (2009/01)

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KWRU 012273

**Key West Golf Club
6450 E. Jr. College Rd.
Key west, Florida 33040**

Invoice Date: October 13th, 2017

Bill to: KW Resort Utilities Corp.
6630 Front St
Key West, FL 33045

Re: Month to Month Office Lease

Amount due: \$1000 plus sales tax total due (\$1075 per month)

To include: private office, utilities included (except phone), security system alarm and cameras, separate men and women's bathrooms, storage, parking for employees and business associates conducting business in the office which is ADA compliant.

If you have any questions please give me a call,

Sincerely,

Doug Carter
Key West Golf Club

KWRU 012274

Customer # 30104834
 Job Site # 0001
 Our Office # (407) 381-2727
 Inside Salesperson: JORGE

Ticket # 1062576
 Delivery Date: 11/3/2017
 Delivery Yard: MIAMI [1006]
 Terms: NET 15 DAYS
 Purchase Order #

KW RESORT UTILITIES CORP
 6630 FRONT STREET
 KEY WEST, FL 33040

Job Address: 6630 FRONT ST
 Cross St:
 City: KEY WEST, FL 33040
 Job Name: VAC TANK REPLACEMENT

Ordered By: CHRIS JOHNSON
 Phone: 305-522-0052
 Other Phone:

Site Contact: CHRIS JOHNSON
 Site Phone: 305-522-0052

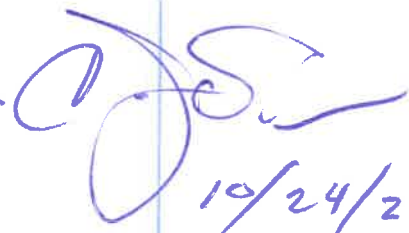
Qty Delivered	Qty Ordered	UOM	Description	From/Thru	Rate	Total
	108	FT	6 FT TEMPORARY PANELS	11/03/17 - 11/03/18	\$6.19	\$668.52
	18	EA	SAND BAG(S)	11/03/17	\$9.00	\$162.00
	2	EA	WHEEL(S)	11/03/17	\$25.00	\$50.00

Special Instructions:

Subtotal: \$1,500.00
 Tax: \$112.51
 Total: \$1,612.51
 COD Payment Received: \$0.00
 Net Total: \$1,612.51

01 - CONSTRUCTION

Minimum Order: \$1,500.00

Approved: 
 10/24/2017

Chris Johnson

From: corpar@rentnational.com
Sent: Wednesday, October 25, 2017 12:41 PM
To: chris@kwru.com
Subject: Payment Confirmation from National Construction Rentals



kw resort ,

Thank you for your recent transaction on rentnational.com! Below are the details of the items paid on 10/25/2017.

ORDER SUMMARY:

Invoice Number	Invoice Amount
1062576	\$1612.51
Total Paid	\$1,612.51

BILLED TO:

TRANSACTION DETAILS:

chris.johnson 6630 front st key west , FL, 33040 305-522-0052	Total Payment Amount: \$1,612.51 Payment Method: MasterCard xxxxxxxxxxxx1422 Transaction ID: 5089496736906216003620
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Product availability varies by region.

If you have questions, please email customercare@rentnational.com. You can also speak directly to one of our friendly Customer Service Representatives over the phone at 800-352-5675. We respect your privacy. To view our [privacy policy online](#), visit rentnational.com. National Construction Rentals and other trademarks, logos and service marks used in this email are the trademarks of National Construction Rentals, Inc.

National Construction Rentals, Inc | P.O. Box 4503 | Pacoima, CA 91333-4503

800-352-5675
rentnational.com



MOISTURE AND MOLD ASSESSMENT

For: KW Resort Utilities Corp
6630 Front Street Key West, FL 33040



Lauren Ewing | MRSA 2355 | 5409 Overseas Hwy #124 Marathon, FL 33050 | 305-767-0504

KWRU 012277



October 30, 2017

Christopher Johnson
KWRU President
6630 Front Street
Key West, FL 33040

Subject: Limited Moisture and Mold Assessment with Remediation Protocol

Dear Mr. Johnson:

This report was prepared by Lauren Ewing of Environmental Testing Solutions and summarizes the site visit conducted October 17, 2017 beginning at 1:30 pm at the KWRU business location on Stock Island. Environmental Testing Solutions was brought on to conduct an assessment regarding mold and moisture within the building containing offices and a laboratory.

In summary:

- Air sampling indicated that fungal spore levels within the building were not elevated over outdoor levels but that there could be an indoor source for fungal spores given the different composition of the samples.
- A surface sample of suspected mold growth on a ceiling vent confirmed the presence of fungal growth. Many other areas of similar fungal growth were seen throughout the offices.
- Water damage and elevated moisture levels in walls and other building materials were observed in several areas of the building, and extensive damage was seen to the exterior of the building.

Remediation of the affected areas is recommended. A remediation protocol is included in this report.

Observations and testing addressed only the visible areas of concern in the property at the time of this visit. Documentation of site observations, field measurements, laboratory analysis, and recommendations for remediation and post-remediation procedures are detailed in this report.

Please review this report in its entirety and do not hesitate to contact me if you have any questions.

Thank you,

Lauren Ewing

Environmental Testing Solutions
Florida Licensed Mold Assessor MRSA 2355

Testing and Measurements Conducted

- Odor Evaluation – Detect any odors typical of indoor pollutants
- Moisture Measurements – Assess if building materials have elevated moisture levels
- Temperature/Humidity Measurements – Assess climactic conditions
- Spore Trap Sampling – Microscopic analysis of airborne particles
- Swab Sampling – Microscopic analysis of suspected visual mold growth on a surface

Equipment and Materials Used

- GE Protimeter MMS2 - Moisture meter/Temp Humidity Meter
- FLIR TG165 Infrared Thermal Camera
- Zefon Air Pump
- Air-O-Cell Sampling Cassettes
- Sterile Sampling Swabs and Gloves

Background

The subject property is the one level building that contains the offices of KW Resort Utilities Corp and is located at 6630 Front Street in Key West, FL. Environmental Testing Solutions was brought in to conduct testing for mold and moisture in the building and to prepare a remediation protocol. Hurricane Irma made landfall in the Florida Keys on September 10, 2017 and it was reported that the building suffered damage from the storm.

At the time of the inspection the building was in use and staff was present. The rooms that were the subject of this inspection were furnished and the air conditioning system was in operation.

The observations made in the report are based on non-invasive assessment of the accessible locations within KWRU office building and are referred to as; the reception area, Chris' office, lab, men's restroom, storage area, conference room, women's restroom, Greg's office, Judy's office, Kaitlin's office, and the exterior of the building. See **Figure 2, Appendix A** for layout of the locations referenced in this report.

Summary

At the time of the assessment conditions relating to water damage and elevated moisture levels in building materials were identified through on-site measurements. Suspected visual fungal growth was observed. Later laboratory analysis indicated elevated indoor levels of indoor fungal spores and an indoor source for fungal spores.

Findings

Conditions and Sampling at the Time of Visit

Reception Area

- An air sample was taken in the reception area. See the section of this report titled 'Air and Surface Sampling'.
- There was a small gap in the seal of the entrance door. No elevated moisture levels were found in the walls around the door.
- Flooring tiles were lifted at the edges in several areas. Elevated moisture levels were found in the subfloor of these areas of damage to the flooring. See **Photographs 2-3, Appendix B** and the section of this report titled 'Moisture Activity'.
- Walls under and around the window in the reception area were examined for elevated moisture levels and none were found.

Chris' Office

- An air sample was taken in this office. See the section of this report titled 'Air and Surface Sampling'.
- Walls under and around the window in the office were examined for elevated moisture levels and none were found.
- Suspected fungal growth and water damage were seen on and around the air conditioning vent in the ceiling of this office. A surface swab sample was collected from this area. See **Photograph 4, Appendix B** and the section of this report titled 'Air and Surface Sampling'.

Men's Restroom

- Suspected fungal growth (similar to that seen in Chris' office) and water damage was seen on and around the air conditioning vent in the ceiling of the bathroom. The wallboard around the vent had elevated moisture levels at least four inches away from the vent. See **Photographs 5-6, Appendix B** and the section of this report titled 'Moisture Activity'.
- Elevated moisture levels were found in the wallboard at the bottom on the wall under the sink and along the entire length of the west wall. See **Photograph 7, Appendix B** and the section of this report titled 'Moisture Activity'.

Lab

- Suspected fungal growth (similar to that seen in Chris' office) and water damage was seen on and around the air conditioning vent in the ceiling of the lab. The wallboard around the vent had elevated moisture levels at least four inches away from the vent. See **Photographs 8-9, Appendix B** and the section of this report titled 'Moisture Activity'.

Storage Area

- Flooring tiles just outside the storage office were warped and peeling up at the edges. Elevated moisture levels were found in these areas of damage. See **Photographs 10-11, Appendix B** and the section of this report titled 'Moisture Activity'.

- The inaccessible areas of the storage area could not be examined for elevated moisture levels.

Conference Room

- An air sample was taken in the conference room. See the section of this report titled 'Air and Surface Sampling'.
- Suspected fungal growth (similar to that seen in Chris' office) and water damage was seen on and around the air conditioning vent in the ceiling of the conference room. The vent is located just above the south wall of the room and the fungal growth extends onto the wall. The wallboard below the vent had elevated moisture levels at least halfway down the wall. See **Photographs 12-14, Appendix B** and the section of this report titled 'Moisture Activity'.

Women's Restroom and Surrounding Area

- Elevated moisture levels were found in the entire wall below the window on the west wall outside of the restroom. See **Photographs 15-16, Appendix B** and the section of this report titled 'Moisture Activity'.
- An area of water damage was seen in the ceiling adjacent to the south wall. Elevated moisture levels were found in this area. See **Photograph 17, Appendix B** and the section of this report titled 'Moisture Activity'.
- Elevated moisture levels were found in the bottom of the south wall. See **Photograph 18, Appendix B** and the section of this report titled 'Moisture Activity'.
- Elevated moisture levels were found in the floor of the restroom. See **Photograph 19, Appendix B** and the section of this report titled 'Moisture Activity'.

Greg's Office

- An air sample was taken in the hallway outside of the three offices on the south side of the building. See the section of this report titled 'Air and Surface Sampling'.
- No elevated moisture levels were found in this office, but some walls and floors were obstructed by furniture and other objects.

Judy's Office

- A water stain was observed on south-west corner of the ceiling. Elevated moisture levels were found in the stained area, and down the wall to the filing cabinet. The rest of the wall was obstructed by the cabinet and could not be measured. See **Photographs 20-21, Appendix B** and the section of this report titled 'Moisture Activity'.
- Slightly elevated moisture levels were found at the bottom on the west wall under the desk.

Kaitlin's Office

- Elevated moisture levels were found on the wallboard and door frame on the left side of the door outside of this office. See **Photograph 22, Appendix B** and the section of this report titled 'Moisture Activity'.
- At least two areas of water stains were seen on the ceiling in this office, but these areas did not have elevated moisture levels. See **Photograph 23, Appendix B**.
- Possible water damage (peeling caulk, staining) was seen around the bottom frame of the window. See **Photograph 24, Appendix B**.

Exterior of Building

- Damage to the siding of the building was seen on all sides, with the most extensive on the lower portion of the west wall, between the two doors. See **Photographs 25-27, Appendix B**.
- Several areas of insulation under the subfloor were damaged and pulled away from the building. See **Photograph 28, Appendix B** for one example.

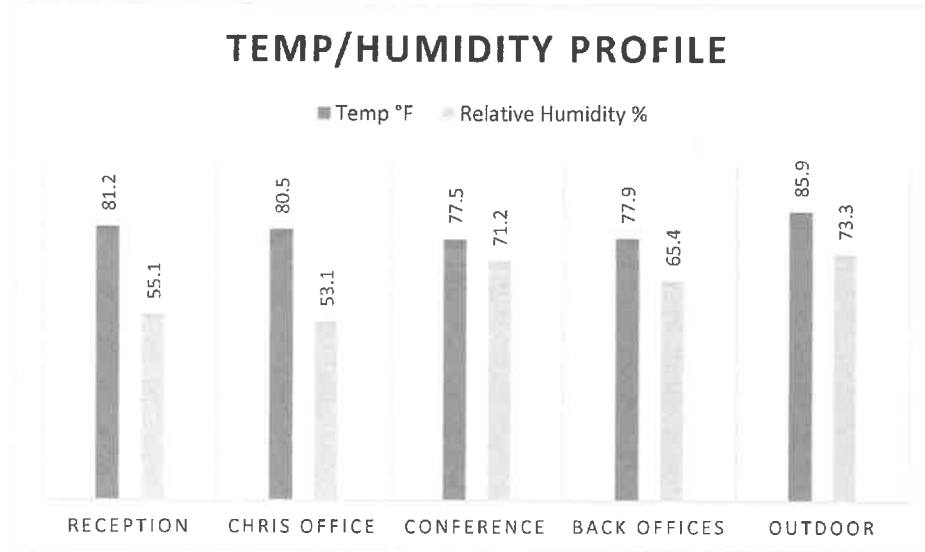
See **Figure 1, Appendix A** for sample locations and areas of elevated moisture in the rooms and offices described above.

Additional photographs were taken for the investigation but were not used in this report. They are available for additional documentation if needed.

Temperature / Humidity Profile

A hygrothermometer was used to measure the temperature and humidity inside and outside of the property in the locations air samples were taken. Indoor temperature and humidity measurements are important to assess if the indoor environment is favorable for fungal growth. See **Figure 1** for these values.

Figure 1. Temperature/Humidity Profile at Time of Inspection



The ASHRAE (American Society of Heating, Refrigeration, Air-Conditioning Engineers) Standard 62.1-2010 recommends a relative humidity of 65% and below to prevent mold growth. The relative humidity was recorded inside the building around the locations of air sampling at the time of the inspection. Relative humidity in the area of the back offices was 65.4% and 71.2% in the conference room. The other indoor areas measured were below the recommended standard.

Moisture Activity

Remote moisture measurements were taken with an Infrared Thermal Camera (FLIR TG165) and direct measurements were taken with a GE Protimeter MMS2 Moisture Meter throughout the inspected area. Both devices found elevated moisture levels in walls, ceilings, and floors.

The moisture values given below were directly measured with the moisture meter. Values should be interpreted as the relative moisture reading of the material at the time of measurement and not the exact moisture content of the material.

The following values were used to interpret the conditions of the building material tested:

6.0 – 14.0% - Normal Moisture

14.1 – 16.9% - Elevated Moisture

17% – 19.9% - Risk of Excess Moisture

≥20.0% - Excessive Moisture

Moisture readings at the time of inspection ranged from 8.4% to 100%. Elevated moisture levels, all over 17% and most between 22% and 100% relative moisture were found in the following locations:

- Ceiling material around the air conditioning vents in most rooms
- Wallboard in the men's restroom
- Floors in the reception area, in the hallway between the lab and Chris' office and the lab, in the women's restroom, and the hallway outside of the storage area
- The south wall of the conference room under the air conditioner vent
- The wallboard under the window outside of the women's restroom
- The water damaged area on the ceiling of the women's restroom and the wallboard below this area
- The water stained area of the ceiling in Judy's office

See **Figure 2, Appendix A** for approximate locations of elevated moisture readings. These areas of elevated moisture readings are also noted in the section labeled 'Conditions at Time of Visit'.

Air and Surface Sampling

Spore Trap Air Sampling

Five spore trap air samples were collected; one each from the reception area, Chris' office, the conference room, the area of the back offices, and one outside (reference). See **Figure 2, Appendix A** for a layout of sample locations. All samples were submitted for analysis to EMSL Analytical, in Ft Lauderdale, Florida. EMSL is an independent and accredited laboratory.

None of the indoor samples collected had fungal spore levels that were elevated over the outdoor sample. All the indoor samples collected mostly *Aspergillus/Penicillium* type spores. Even though both indoor and outdoor samples contained *Aspergillus/Penicillium* type spores the total composition of the indoor samples differed from the outdoor sample, and an indoor source for the fungal spores collected indoors could be supported.

Outdoor Sample: The outdoor sample collected a total of 1,490 fungal spores per cubic meter. The three spore types that made up most of the sample were *Aspergillus/Penicillium* type spores at 42.3% of the sample, *Ascospores* type spores at 26.8% of the samples, and *Basidiospores* type spores at 20.1% of the sample. The remainder of the sample was made up of *Cladosporium*, *Fusarium*, and *Myxomycetes* type spores, each making up 2.7% of the sample.

Reception Area: 90 spores per cubic meter were collected in the air sample in the reception area. *Aspergillus/Penicillium* type spores made up 88.9% of this sample, with *Curvularia* type spores made up the remaining 11.1%.

Chris' Office: 510 spores per cubic meter were collected in the air sample in this office. *Aspergillus/Penicillium* type spores made up 82.4% of this sample, with *Cladosporium* type spores making up 15.7% of the sample and *Curvularia* type spores made up the remaining 2%.

Conference Room: 550 spores per cubic meter were collected in the air sample in the conference room. *Aspergillus/Penicillium* type spores made up the majority of the sample, at 92.7% of this sample. The remainder of the sample (7.3%) was made up of *Basidiospores* type spores.

Back Offices: 440 spores per cubic meter were collected in the air sample in the back offices. *Aspergillus/Penicillium* type spores made up 90.9% of this sample, with *Basidiospores* type spores making up the remaining 9.1%.

Surface Sampling

One surface sample was collected to analyze a selected area of suspected visible mold growth from the ceiling air conditioning vent in Chris' office. The surface sample was also submitted for analysis to EMSL Analytical, in Ft Lauderdale, Florida. EMSL is an independent and accredited laboratory. Not all areas of suspected surface mold growth see in the building were sampled.

Surface Swab Sample: The laboratory analysis for the swab sample taken from the ceiling vent showed medium (101 to 1,000 spores per area analyzed) counts of *Cladosporium* type spores.

See **Figure 2, Appendix A** for all sample collection locations, and **Photograph 4, Appendix B** for swab sample collection location.

The complete laboratory analysis reports and chain of custody are attached to this document, see **Appendix C**.

Remediation Protocol

The remediation protocol given below is based upon the site assessment conducted KWRU office building on October 17, 2017. The remediation contractor hired will be a Florida licensed mold remediator (FL MRSR) and/or licensed General Contractor. Refer to the Florida Department of Business and Professional Regulation website or office to check the license status of any hired contractor/business at www.myfloridalicense.com. The remediation activities will comply with this remediation protocol, regulations of the New York City Department of Health Guidelines on Assessment and Remediation of Fungi in Indoor Environments, Institute of Inspection, Cleaning and Restoration Certificate (IICRC) S520 and the EPA Guidelines for Mold and the US Occupational Safety and Health Administrations (OSHA), and any other applicable state or local regulations. Whenever there is a conflict or overlap between the above references the most stringent provisions shall apply.

The remediation contractor is solely responsible for the protection of health, safety, and the environment at the job site, including the management of asbestos containing materials and/or lead

based paint if applicable, and for all required training and licensure related to any work covered by this remediation protocol.

Remediation Protocol for KWRU:

- A full-scale containment is required surrounding any area to be remediated. Air filtration devices / scrubbers must be placed in the containment.
- Dehumidifiers must be placed in the containment.
- Place an air scrubber in a non-affected area outside of the containment (if applicable).
- See **Appendix D** for containment and remediation requirements, including air filters and dehumidifiers.

HVAC System

- Consult a HVAC system professional to assess that the system is functioning properly and address any condensation issues that are leading to the elevated moisture levels in the wallboard in the ceilings around the vents.

Exterior of Building

- Address the damaged areas on the exterior of the building that may be sources for moisture and/or humid air infiltration into the indoor environment and make all necessary repairs. Assess the doors, the roof, underneath the building and its foundation.

Reception Area

- Remove flooring in areas with elevated moisture levels in the subfloor, keeping in mind it may extend far beyond the area defined, and determine if the subfloor can be dried in place with dehumidification equipment. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Clean the contents of this area. See **Appendix D** for cleaning requirements.

Chris' Office

- Determine the source and extent of the moisture around the air conditioning vent. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth.
- Clean all remaining building materials and surfaces, including walls and ceiling. See **Appendix D** for cleaning requirements.
- Clean the contents of this office. See **Appendix D** for cleaning requirements.

Men's Restroom

- Determine the source and extent of the moisture around the air conditioning vent. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth.
- Determine the source and extent of the moisture in the wall under the sink and in the west wall. Make all necessary repairs to the plumbing and exterior of the building if these are found to be the sources. Remove all the water damaged wall board, and any with fungal growth, going two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Clean the contents of the restroom. See **Appendix D** for cleaning requirements.

Lab

- Determine the source and extent of the moisture around the air conditioning vent. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth.
- Clean the contents of the restroom. See **Appendix D** for cleaning requirements.

Storage Area

- Determine if the damage seen on the exterior of the east side of the building has caused moisture intrusion into the storage room, starting with the east wall of the room. Remove any water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Remove flooring in areas with elevated moisture levels in the subfloor, keeping in mind it may extend far beyond the area defined, and determine if the subfloor can be dried in place with dehumidification equipment. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Clean the contents of the storage area. See **Appendix D** for cleaning requirements.

Conference Room

- Determine the source and extent of the moisture around the air conditioning vent. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth.
- Remove the water and/or fungal damaged areas of the south wall, starting at the ceiling under the vent and removing as much of the wall as necessary to remove two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Clean the contents of the conference room. See **Appendix D** for cleaning requirements.

Women's Restroom

- Determine the source and extent of the water and fungal stain on the south corner of the restroom. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth.

- Remove the water damaged wallboard of the south wall, and any with fungal growth, going two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Remove flooring in areas with elevated moisture levels in the subfloor, keeping in mind it may extend far beyond the area defined, and determine if the subfloor can be dried in place with dehumidification equipment.

Greg's Office

- When the wallboard is removed from the women's restroom inspect the back of the walls of this office and remove any that are water and/or fungal damaged wallboard, going two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.

Judy's Office

- Determine the source and extent of the water and fungal stain on the south east corner of the ceiling. Remove all water and/or fungal damaged ceiling material, going two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Remove the water and/or fungal damaged areas of the east wall, starting at the ceiling under the water stain and removing as much of the wall as necessary to remove two feet beyond the last observed water damage or fungal growth. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Clean the contents of this office. See **Appendix D** for cleaning requirements.

Kaitlin's Office

- Make necessary repairs to the exterior door then remove water damaged door frame and surrounding wallboard as needed, going two feet beyond the last observed damage.
- Examine the floor inside of the door and remove flooring if wet then , and determine if the subfloor can be dried in place with dehumidification equipment. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Remove an area of the ceiling in the area of the two water stains large enough to serve as in inspection hole to investigate for any fungal growth on the back side of the ceiling. If fungal growth or any further water damage is found, remove all damaged materials, going two feet beyond the last observed damage. Clean remaining building materials. See **Appendix D** for cleaning requirements.
- Determine if the damaged window was a source for moisture intrusion and make necessary repairs, then removed water and/or fungal damaged materials as needed.

Post Remediation Evaluation Procedures

Post remediation evaluation for the project shall be accomplished with the collection of samples based on the following protocol: All minimum containments shall remain operational and in place until all work areas have successfully passed sample analysis. The evaluator shall be notified prior to the remediation area's readiness for visual inspection and post-remediation sampling. **All air scrubbers will be taken out of operation a minimum of 12 hours prior to inspection.** The cleanliness of the Heating, Ventilating and Air Conditioning (HVAC) system will not be included in Environmental Testing Solution's post-remediation evaluation. The cleaning and verification of cleanliness and function of the HVAC system must be completed by a qualified licensed mechanical contractor in accordance with Florida licensing statutes.

The remediation contractor shall re-clean and wipe down if the post remediation samples fail, or if the final visual inspection fails. If additional materials are found with elevated moisture levels the remediation contractor shall remove them or dry them in place if applicable. This process of re-cleaning and re-wiping shall continue until a successful post remediation is achieved.

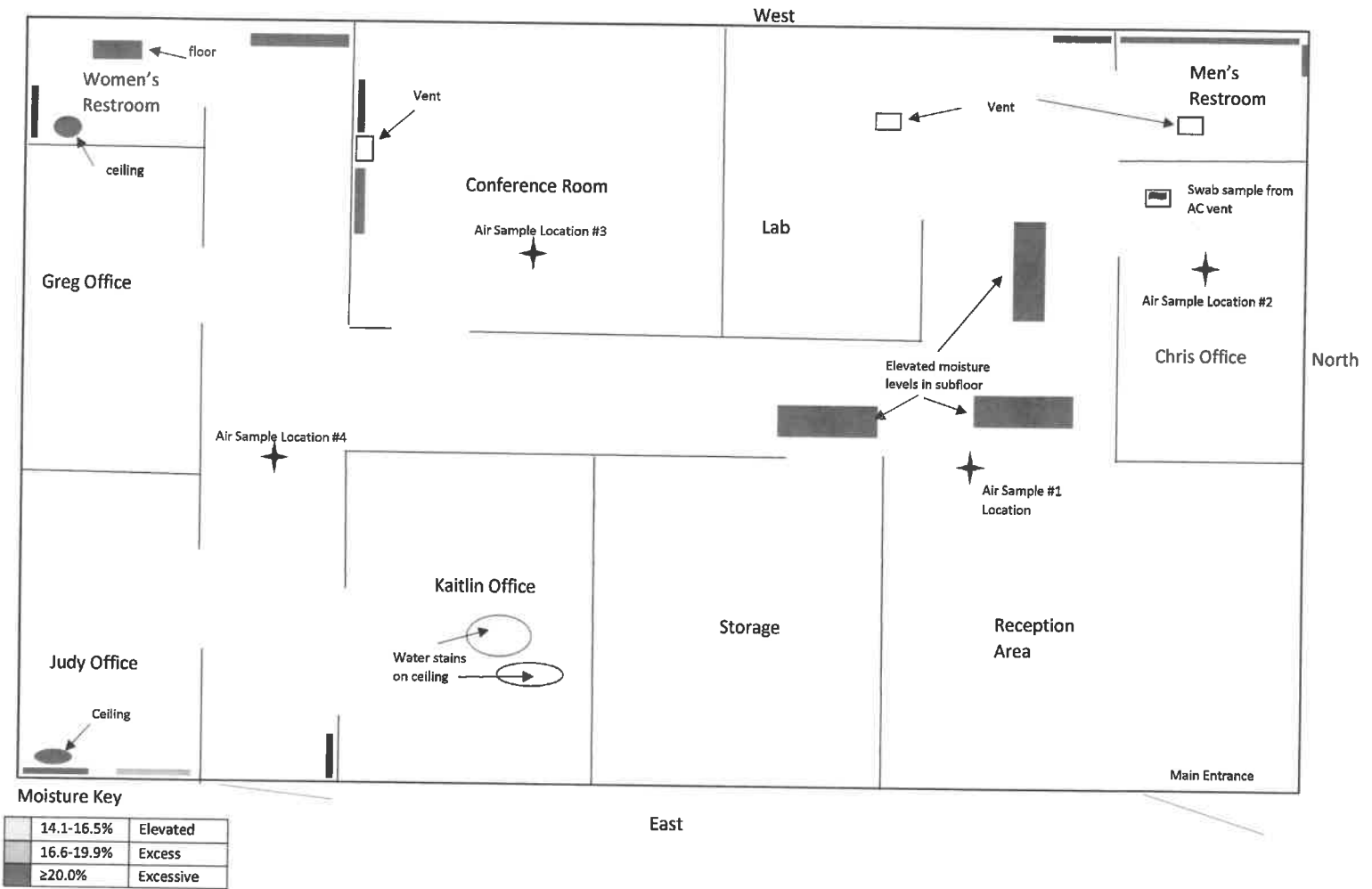
Limitations

This report is based upon the information available to Environmental Testing solutions at the time of the inspection therefore the findings, results, and conclusions in this report are only representative of conditions at the time of the inspection and do not represent conditions at any other time.

Environmental Testing Solutions and its representatives will not be held liable for any assumptions made from the findings of this report and accepts no responsibility for interpretations or actions by others based on this report. The evaluations and test results contained within do not guarantee the indoor environment is free of organisms sampled for or of any other contaminants. The inspection performed was not a complete examination of all systems and components of the indoor environment and this report issues no guarantee for any part of the subject structure or systems. This report is intended solely for the use of the client and their representatives and is not intended for any other purpose. The contents of this report are private and confidential.

Attachments: Appendix A Figure 2. Partial Floor Sketch Showing Moisture Levels and Sample Location
Appendix B. Photographs
Appendix C. Laboratory Analysis Report and Sample Chain of Custody
Appendix D. Requirements for Containment and Remediation

Appendix A. Figure 2. Partial Floor Sketch Showing Moisture Levels and Sample Locations*



Appendix B. Photographs



Photo 1. KWRU office building on day of inspection



Photo 2. Damaged flooring in one area of elevated moisture levels in floor in reception area



Photo 3. Elevated moisture levels in area of floor seen in photo 2



Photo 4. Air conditioning vent in Chris' office with fungal growth. Location of swab surface sample



Photo 5. Close-up of fungal growth on AC vent in men's restroom



Photo 6. Elevated moisture level of 24.8% in ceiling material next to AC vent in men's restroom



Photo 7. Elevated moisture level in base of west wall of men's restroom



Photo 8. Air conditioning vent with fungal growth in Lab



Photo 9. Elevated moisture level in ceiling material around lab AC vent seen in photo 8



Photo 10. Damaged flooring outside of storage room



Photo 11. Elevated moisture level in floor outside storage room seen in Photo 10



Photo 12. Vent and adjacent wall with fungal growth in conference room



Photo 13. Elevated moisture level in south wall of conference room just under vent



Photo 14. Elevated moisture level in south wall of conference room a few feet down from vent



Photo 15. Elevated moisture level in base of wall under window on east wall just outside of women's restroom



Photo 16. Elevated moisture level about a foot from the base of the wall under the window outside of the women's restroom



Photo 17. Elevated moisture levels around a water and possible fungal stained area in the ceiling of the women's restroom



Photo 18. Elevated moisture level in the base of the south wall of the women's restroom



Photo 19. Elevated moisture level in floor of women's restroom



Photo 20. Water stain and elevated moisture level in south-west corner of ceiling in Judy's office



Photo 21. Elevated moisture level in wall under stained ceiling seen in Photo 20

Photo 22. Elevated moisture level in left side of door frame to door outside of Kaitlin's office



Photo 23. Water stains in ceiling of Kaitlin's office

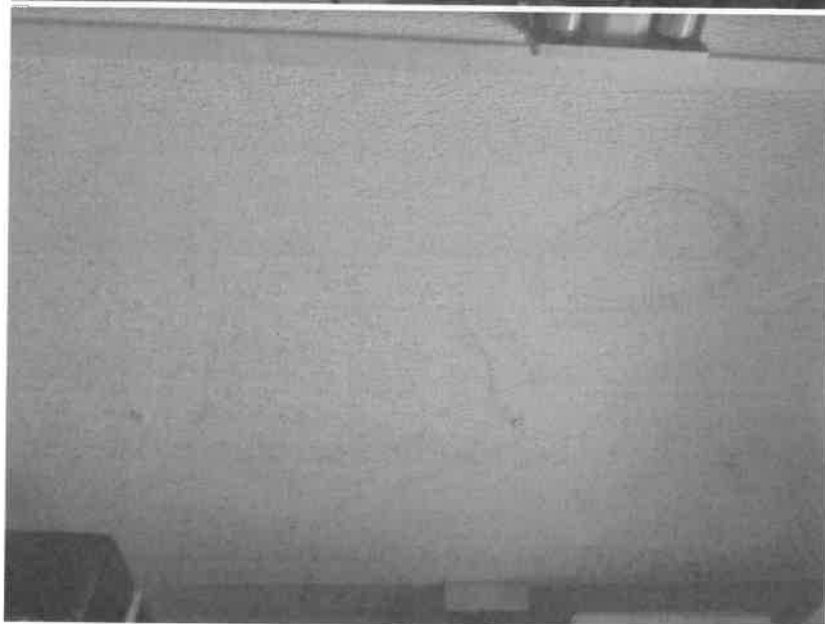


Photo 24. Damage to window frame in Kaitlin's office





Photo 25. Damage to siding on west side of building

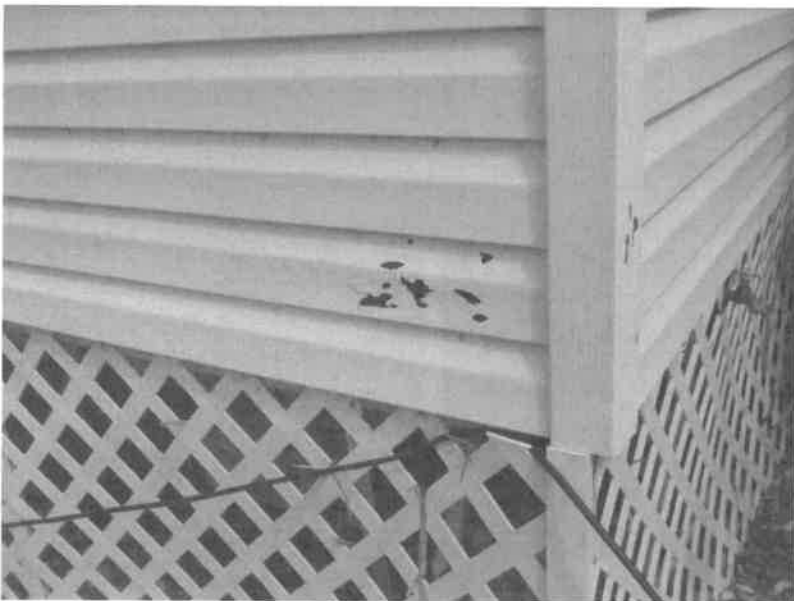


Photo 26. Damage to siding on south west corner of building

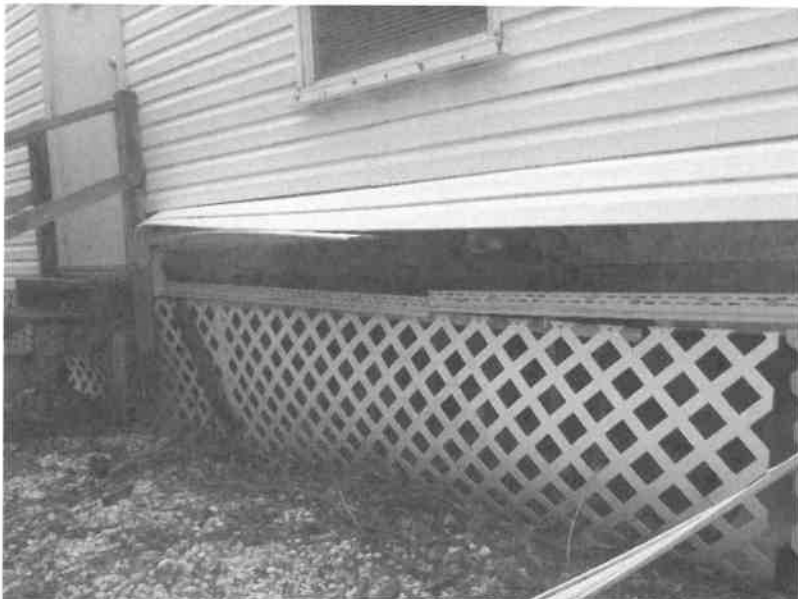


Photo 27. Damage to siding on east side of building

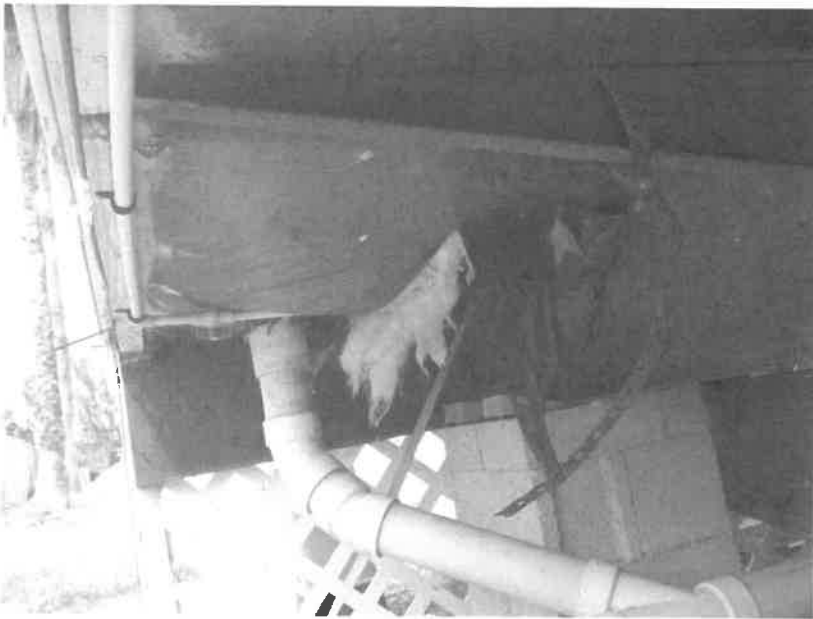


Photo 28. One area of damage (north west corner) to insulation and bottom of building

Appendix C. Laboratory Analysis Report and Sample Chain of Custody



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
 Tel/Fax: (954) 788-9331 / (954) 941-4145
 http://www.EMSL.com / pompanobeachlab@emsl.com

EMSL Order: 561704425
Customer ID: EVTS42
Customer PO:
Project ID:

Attn: Lauren Ewing
 Environmental Testing Solutions
 5409 Overseas HWY
 #124
 Marathon, FL 33050
Project: KWRU

Phone: (305) 767-0504
Fax:
Collected: 10/17/2017
Received: 10/19/2017
Analyzed: 10/19/2017

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

Lab Sample Number: Client Sample ID: Volume (L): Sample Location	561704425-0001			561704425-0002			561704425-0003		
	Raw Count	Count/m ²	% of Total	Raw Count	Count/m ²	% of Total	Raw Count	Count/m ²	% of Total
1 75 Reception				2 75 Chris Office			3 75 Conference Room		
Spore Types									
Alternaria	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-
Aspergillus/Penicillium	2	80	88.9	10	420	82.4	12	510	92.7
Basidiospores	-	-	-	-	-	-	1	40	7.3
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	2	80	15.7	-	-	-
Curvularia	1*	10*	11.1	1*	10*	2	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torusia	-	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-	-	-	-
Beltrania	-	-	-	-	-	-	-	-	-
Total Fungi	3	90	100	13	510	100	13	550	100
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	42	-	-	42	-	-	42	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	1	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	1	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
 Myxomycetes++ = Myxomycetes/Periconia/Smut

No discernable field blank was submitted with this group of samples.


 Marie Garabal, Microbiology Technical Manager
 or other approved signatory

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. -- Denotes particles found at 300X. - = Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. This interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FLAHLAP EMLAP 102794

Initial report from: 10/20/2017 08:45:07

KWRU 012302



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309
Tel/Fax: (954) 786-8331 / (954) 941-4145
http://www.EMSL.com / pompanobeachlab@emsl.com

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Customer ID: EVTS42
Customer PO:
Project ID:

Attn: Lauren Ewing
Environmental Testing Solutions
5409 Overseas HWY
#124
Marathon, FL 33050
Project: KWRU

Phone: (305) 767-0504
Fax:
Collected: 10/17/2017
Received: 10/19/2017
Analyzed: 10/19/2017

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-063, ASTM D7391)

Lab Sample Number:	561704425-0004			561704425-0005		
Client Sample ID:	4			5		
Volume (L):	75			75		
Sample Location:	Back Offices			Outdoor		
Spore Types	Raw Count	Count/m ²	% of Total	Raw Count	Count/m ²	% of Total
Alternaria	-	-	-	-	-	-
Ascospores	-	-	-	9	400	26.8
Aspergillus/Penicillium	9	400	90.9	15	630	42.3
Basidiospores	1	40	9.1	6	300	20.1
Bipolaris++	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-
Cladosporium	-	-	-	1	40	2.7
Curvularia	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-
Fusarium	-	-	-	1	40	2.7
Ganoderma	-	-	-	-	-	-
Myxomycetes++	-	-	-	1	40	2.7
Pithomyces	-	-	-	-	-	-
Rust	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-
Torula	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-
Beltrania	-	-	-	1	40	2.7
Total Fungi	10	440	100	34	1490	100
Hyphal Fragment	-	-	-	1*	10*	-
Insect Fragment	-	-	-	1*	10*	-
Pollen	-	-	-	1	40	-
Analyt. Sensitivity 600x	-	42	-	-	42	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-
Background (1-5)	-	1	-	-	3	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

Marie Garabal, Microbiology Technical Manager
or other approved signatory

No discernable field blank was submitted with this group of samples.

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overflooded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. * Denotes particles found at 300X. ** Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL. AHA-LAP EMLAP 102794

Initial report from: 10/20/2017 08:45:07

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com
Printed: 10/20/2017 08:45 AM



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Attn: Lauren Ewing
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#124
Marathon, FL 33050

Phone: (305) 767-0504
Fax:
Collected: 10/17/2017
Received: 10/19/2017
Analyzed: 10/19/2017

Proj: KWRU

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method: M041)

Lab Sample Number: 561704425-0006					
Client Sample ID: 6					
Sample Location: Childs Office Ceiling Vents					
Spore Types	Category	-	-	-	-
Agrocybe/Coprinus	-	-	-	-	-
Alternaria	-	-	-	-	-
Ascospores	-	-	-	-	-
Aspergillus/Penicillium	-	-	-	-	-
Basidiospores	-	-	-	-	-
Bipolaris++	-	-	-	-	-
Chaetomium	-	-	-	-	-
Cladosporium	"Medium"	-	-	-	-
Curvularia	-	-	-	-	-
Epicoccum	-	-	-	-	-
Fusarium	-	-	-	-	-
Ganoderma	-	-	-	-	-
Myxomycetes++	-	-	-	-	-
Paecilomyces	-	-	-	-	-
Rust	-	-	-	-	-
Scopulariopsis	-	-	-	-	-
Stachybotrys	-	-	-	-	-
Torula	-	-	-	-	-
Ulocladium	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-
Zygomycetes	-	-	-	-	-
Fibrous Particulate	-	-	-	-	-
Hyphal Fragment	-	-	-	-	-
Insect Fragment	-	-	-	-	-
Pollen	-	-	-	-	-

Category: Count/per area analyzed
Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

Bipolaris++ = Bipolaris/Dreschlera/Exserohilum Myxomycetes++ = Myxomycetes/Periconia/Smrut
* = Sample contains fruiting structures and/or hyphae associated with the spores.

Marie Garabal, Microbiology Technical Manager

No discernable field blank was submitted with this group of samples.

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation of the data contained in this report is the responsibility of the client. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL/HA-LAP, LLC-EMLAP Accredited #102784

Initial report from: 10/20/2017 08:45:07

For information on the fungi listed in this report please visit the Resources section at www.emsl.com



561704425

EMSL Order Number (Lab Use Only):

EMSL ANALYTICAL, INC.

Company : Environmental Testing Solutions			EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different please note in Comments**		
Street: 5409 Overseas Hwy #124			Third Party Billing requires written authorization from third party		
City: Marathon	State/Province: FL	Zip/Postal Code: 33050	Country: USA		
Report To (Name): Lauren Ewing			Fax #:		
Telephone #: 305-767-0504			E-mail Address: environmentaltestingsolutions@gmail.		
Project Name/ Number: <u>KWRU</u>					
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> E-mail		PO#	State Samples Taken: Florida		
Turnaround Time (TAT) Options* - Please Check					
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input checked="" type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour	<input type="checkbox"/> 72 Hour	<input type="checkbox"/> 96 Hour
<input type="checkbox"/> 1 Week	<input type="checkbox"/> 2 Week				
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide. TATs are subject to methodology requirements					
Non Culturable Air Samples (Spore Traps)					
<input type="checkbox"/> M001 Air-O-Cell	<input type="checkbox"/> M173 Allegro M2	<input type="checkbox"/> M004 Allergenco	<input type="checkbox"/> M032 Allergenco-D	<input type="checkbox"/> M172 Versa Trap	
<input type="checkbox"/> M049 BioSIS	<input type="checkbox"/> M003 Burkard	<input type="checkbox"/> M043 Cyclex	<input type="checkbox"/> M002 Cyclex-d		
<input type="checkbox"/> M030 Micro 5	<input type="checkbox"/> M174 MoldSnap	<input type="checkbox"/> M176 Relle Smart	<input type="checkbox"/> M130 Via-Cell		
Other Microbiology Test Codes					
<input type="checkbox"/> M041 Fungal Direct Examination	<input type="checkbox"/> M014 Endotoxin Analysis	<input type="checkbox"/> M029 Enterococci			
<input type="checkbox"/> M005 Viable Fungi ID and Count	<input type="checkbox"/> M015 Heterotrophic Plate Count	<input type="checkbox"/> M019 Fecal Coliform			
<input type="checkbox"/> M006 Viable Fungi ID and Count (Speciation)	<input type="checkbox"/> M180 Real Time Q-PCR-ERMI 36	<input type="checkbox"/> M133 MRSA Analysis			
<input type="checkbox"/> M007 Culturable Fungi	<input type="checkbox"/> Panel	<input type="checkbox"/> M028 <i>Cryptococcus neoformans</i> Detection			
<input type="checkbox"/> M008 Culturable Fungi (Speciation)	<input type="checkbox"/> M018 Total Coliform (Membrane Filtration)	<input type="checkbox"/> M120 <i>Histoplasma capsulatum</i> Detection			
<input type="checkbox"/> M009 Gram Stain Culturable Bacteria	<input type="checkbox"/> M020 Fecal Streptococcus (Membrane Filtration)	<input type="checkbox"/> M033-39 Allergen Testing			
<input type="checkbox"/> M010 Bacterial Count and ID - 3 Most Prominent	<input type="checkbox"/> M210-215 <i>Legionella</i> Detection	<input type="checkbox"/> M044 Group Allergen (Cat, Dog, Cockroach, Dustmites)			
<input type="checkbox"/> M011 Bacterial Count and ID - 5 Most Prominent	<input type="checkbox"/> M026 Recreational Water Screen	<input type="checkbox"/> Other See Analytical Price Guide			
<input type="checkbox"/> M013 Sewage Contamination in Buildings	<input type="checkbox"/> M027 Mycotoxin Analysis				
Preservation Method (Water):					
Name of Sampler: Lauren Ewing			Signature of Sampler:		
Sample #	Sample Location	Sample Type	Test Code	Volume/Area	Date/Time Collected
1	Reception	Air	M001	75L	10/17/17 13:43
2	Chris office	Air	M001	75L	10/17/17 13:50
3	Conference Room	Air	M001	75L	10/17/17 13:57
4	Back Offices	Air	M001	75L	10/17/17 14:06
5	Outdoor	Air	M001	75L	10/17/17 14:37
6	Chris Office Ceiling Vent	Swab	M041	2cm ²	10/17/17 13:53
Client Sample # (s): <u>1-6</u>		Total # of Samples: <u>6</u>			
Relinquished (Client): <u>Lauren Ewing</u>		Date: <u>10/18/17</u>	Time: <u>9:00</u>		
Received (Client): <u>AL-EMSL - Fed Ex</u>		Date: <u>10/19/17</u>	Time: <u>10:30AM</u>		
Comments: <u>7953 5468 0387</u>					

Appendix D. Requirements for Containment and Remediation

Containment

- The containment must be built using polyethylene sheeting of 6-mil thickness fire retardant that is clear or opaque and moisture resistant duct tape and spray on glue capable of continuously sealing polyethylene through project's remediation duration.
- The designated onsite clean storage area must be outside the containment area.
- PVC, zip poles, etc. supporting frames shall be utilized to ensure that the containments remain intact during the entire remediation and post-remediation procedures.
- Ground Fault Circuit Interrupters (GFCI) are to be used on all electrical equipment within the containment.
- Air Filtration devices with new HEPA filtration media will be used in sufficient number to provide a negative pressure between the containment and outside areas and shall be operated continuously from the time containment is established through the time all demolition is completed.
- Place ample dehumidification equipment within the containment areas and clean storage areas to maintain relative humidity at 50% (+/-5%) during the remediation process. Dehumidification should allow for <14% moisture in all construction materials.
- HEPA vacuum flooring (carpet and/or hard) prior to the installation of the engineering control.

Remediation

Cleaning:

- Remove all contents from the affected areas and move them to a designated cleaning area. The *non-porous* contents (e.g. metals, glass, plastics, wood furniture, etc.) must be HEPA vacuumed and sprayed/damp wiped with an EPA registered antimicrobial agent then wiped dry. In the event some contents cannot be removed (e.g. large furnishings) ensure they have been cleaned properly and are sealed with polyethylene sheeting of 6-mil thickness. Electronic equipment should be HEPA vacuumed or air wash in an outdoor environment. The *porous* contents (e.g. curtains, linen, clothing etc.) must be removed and washed or dry cleaned.
- HEPA-filtered vacuum all surfaces then apply an appropriate detergent solution and scrub/wipe all treated surfaces. Sanding of wood material may be required to adequately remove the fungal growth.

Removal:

- Upon adequate containment isolation, begin removal of the affected drywall/wallboard, wood framing, baseboards, and any non-salvageable porous or semi porous building material. In the event additional areas of contamination are identified, removal should continue until all areas are removed beyond two feet of any visual microbial growth. Additionally, any exposed insulation should be removed, exposed wood framing should be cleaned with an EPA-registered antimicrobial agent then scrub/wipe all treated surfaces. HEPA vacuum clean and wipe any exposed wall cavities.
- Polyethylene bags of 6-mil thickness will be used for disposal of removed items/materials.
- Once all the affected materials have been removed, HEPA vacuum to remove remaining dust and debris from the containment. Additionally, wipe down the interior of the containment to remove any particulate matter that may statically bind to the walls of the containment or any surface.



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Collected: 10/17/2017

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Analyzed: 10/19/2017

Project: KWRU

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

Lab Sample Number:	561704425-0001			561704425-0002			561704425-0003		
Client Sample ID:	1			2			3		
Volume (L):	75			75			75		
Sample Location	Reception			Chris Office			Conference Room		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	-	-	-	-	-	-
Ascospores	-	-	-	-	-	-	-	-	-
Aspergillus/Penicillium	2	80	88.9	10	420	82.4	12	510	92.7
Basidiospores	-	-	-	-	-	-	1	40	7.3
Bipolaris++	-	-	-	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-	-	-	-
Cladosporium	-	-	-	2	80	15.7	-	-	-
Curvularia	1*	10*	11.1	1*	10*	2	-	-	-
Epicoccum	-	-	-	-	-	-	-	-	-
Fusarium	-	-	-	-	-	-	-	-	-
Ganoderma	-	-	-	-	-	-	-	-	-
Myxomycetes++	-	-	-	-	-	-	-	-	-
Pithomyces	-	-	-	-	-	-	-	-	-
Rust	-	-	-	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-	-	-	-
Torula	-	-	-	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-	-	-	-
Beltrania	-	-	-	-	-	-	-	-	-
Total Fungi	3	90	100	13	510	100	13	550	100
Hyphal Fragment	-	-	-	-	-	-	-	-	-
Insect Fragment	-	-	-	-	-	-	-	-	-
Pollen	-	-	-	-	-	-	-	-	-
Analyt. Sensitivity 600x	-	42	-	-	42	-	-	42	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	2	-	-	1	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-	-	1	-
Background (1-5)	-	2	-	-	2	-	-	1	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

No discernable field blank was submitted with this group of samples.


Marie Garabal, Microbiology Technical Manager
or other approved signatory

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. "*" Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794

Initial report from: 10/20/2017 08:45:07

For information on the fungi listed in this report, please visit the Resources section at www.emsl.com



EMSL Analytical, Inc.

2700 W. Cypress Creek Rd. Ste. C108 Fort Lauderdale, FL 33309

Tel/Fax: (954) 786-9331 / (954) 941-4145

http://www.EMSL.com / pompanobeachlab@emsl.com

EMSL Order: 561704425

Customer ID: EVTS42

Customer PO:

Project ID:

Attn: Lauren Ewing
Environmental Testing Solutions
5409 Overseas HWY
#124
Marathon, FL 33050

Phone: (305) 767-0504

Fax:

Collected: 10/17/2017

Received: 10/19/2017

Analyzed: 10/19/2017

Project: KWRU

Test Report: Air-O-Cell™ Analysis of Fungal Spores & Particulates by Optical Microscopy (Methods EMSL 05-TP-003, ASTM D7391)

Lab Sample Number:	561704425-0004			561704425-0005		
Client Sample ID:	4			5		
Volume (L):	75			75		
Sample Location	Back Offices			Outdoor		
Spore Types	Raw Count	Count/m ³	% of Total	Raw Count	Count/m ³	% of Total
Alternaria	-	-	-	-	-	-
Ascospores	-	-	-	9	400	26.8
Aspergillus/Penicillium	9	400	90.9	15	630	42.3
Basidiospores	1	40	9.1	6	300	20.1
Bipolaris++	-	-	-	-	-	-
Chaetomium	-	-	-	-	-	-
Cladosporium	-	-	-	1	40	2.7
Curvularia	-	-	-	-	-	-
Epicoccum	-	-	-	-	-	-
Fusarium	-	-	-	1	40	2.7
Ganoderma	-	-	-	-	-	-
Myxomycetes++	-	-	-	1	40	2.7
Pithomyces	-	-	-	-	-	-
Rust	-	-	-	-	-	-
Scopulariopsis	-	-	-	-	-	-
Stachybotrys	-	-	-	-	-	-
Torula	-	-	-	-	-	-
Ulocladium	-	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-	-
Zygomycetes	-	-	-	-	-	-
Beltrania	-	-	-	1	40	2.7
Total Fungi	10	440	100	34	1490	100
Hyphal Fragment	-	-	-	1*	10*	-
Insect Fragment	-	-	-	1*	10*	-
Pollen	-	-	-	1	40	-
Analyt. Sensitivity 600x	-	42	-	-	42	-
Analyt. Sensitivity 300x	-	13*	-	-	13*	-
Skin Fragments (1-4)	-	1	-	-	1	-
Fibrous Particulate (1-4)	-	1	-	-	1	-
Background (1-5)	-	1	-	-	3	-

Bipolaris++ = Bipolaris/Drechslera/Exserohilum
Myxomycetes++ = Myxomycetes/Periconia/Smut

No discernable field blank was submitted with this group of samples.


Marie Garabal, Microbiology Technical Manager
or other approved signatory

High levels of background particulate can obscure spores and other particulates leading to underestimation. Background levels of 5 indicate an overloading of background particulates, prohibiting accurate detection and quantification. Present = Spores detected on overloaded samples. Results are not blank corrected unless otherwise noted. The detection limit is equal to one fungal spore, structure, pollen, fiber particle or insect fragment. "*" Denotes particles found at 300X. "-" Denotes not detected. Due to method stopping rules, raw counts in excess of 100 are extrapolated based on the percentage analyzed. EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. Samples received in good condition unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP EMLAP 102794

Initial report from: 10/20/2017 08:45:07

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Phone/Fax: (954) 786-9331 / (954) 941-4145
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Order ID: 561704425
Customer ID: EVTS42
Customer PO:
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Attn: Lauren Ewing
Environmental Testing Solutions
5409 Overseas HWY
#124
Marathon, FL 33050

Phone: (305) 767-0504
Fax:
Collected: 10/17/2017
Received: 10/19/2017
Analyzed: 10/19/2017

Proj: KWRU

Test Report: Microscopic Examination of Fungal Spores, Fungal Structures, Hyphae, and Other Particulates from Swab Samples (EMSL Method: M041)

Lab Sample Number:	561704425-0006				
Client Sample ID:	6				
Sample Location:	Chirs Office Ceiling Vents				
Spore Types	Category	-	-	-	-
Agrocybe/Coprinus	-	-	-	-	-
Altemaria	-	-	-	-	-
Ascospores	-	-	-	-	-
Aspergillus/Penicillium	-	-	-	-	-
Basidiospores	-	-	-	-	-
Bipolaris++	-	-	-	-	-
Chaetomium	-	-	-	-	-
Cladosporium	*Medium*	-	-	-	-
Curvularia	-	-	-	-	-
Epicoccum	-	-	-	-	-
Fusarium	-	-	-	-	-
Ganoderma	-	-	-	-	-
Myxomycetes++	-	-	-	-	-
Paecilomyces	-	-	-	-	-
Rust	-	-	-	-	-
Scopulariopsis	-	-	-	-	-
Stachybotrys	-	-	-	-	-
Torula	-	-	-	-	-
Ulocladium	-	-	-	-	-
Unidentifiable Spores	-	-	-	-	-
Zygomycetes	-	-	-	-	-
Fibrous Particulate	-	-	-	-	-
Hyphal Fragment	-	-	-	-	-
Insect Fragment	-	-	-	-	-
Pollen	-	-	-	-	-

Category: Count/per area analyzed
Rare: 1 to 10 Low: 11 to 100 Medium: 101 to 1000 High: >1000

Bipolaris++ = Bipolaris/Dreschlera/Exserohilum Myxomycetes++ = Myxomycetes/Periconia/Smut
* = Sample contains fruiting structures and/or hyphae associated with the spores.

Marie Garabal, Microbiology Technical
Manager

No discernable field blank was submitted with this group of samples.

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation of the data contained in this report is the responsibility of the client. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Fort Lauderdale, FL AIHA-LAP, LLC--EMLAP Accredited #102794

Initial report from: 10/20/2017 08:45:07

For information on the fungi listed in this report please visit the Resources section at www.emsl.com

Environmental Testing Solutions
 5409 Overseas Hwy #124
 Marathon, FL 33050
 (305) 767-0504
 environmentaltestingsolutions@gmail.com



Invoice

BILL TO
 KW Resort Utilities
 6630 Front Street
 Key West, FL 33040

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1061	11/06/2017	\$500.00	11/06/2017	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
Services Air or surface sample for mold spores	6	50.00	300.00
Services On-site inspection and written report	1	200.00	200.00
BALANCE DUE			\$500.00

Subject property:
 KWRU Office Building
 6630 Front Street
 Key West, FL 33040

KWRU 012310

NOTICE OF AWARD

Date of Issuance: 10/24/2017

Owner: KW Resort Utilities Corp.

Owner's Contract No.: 16013.001.014

..Engineer: Weiler Engineering Corporation

Engineer's Project No.: 16013.001.014

Project: KWRU Filters and CCCs Replacement Contract Name:

Filters and CCCs Replacement

Bidder: Wharton Smith Inc.

Bidder's Address: 125 W. Indiantown Rd, Jupiter, Florida 33458

TO BIDDER:

You are notified that Owner has accepted your Bid dated [September 28, 2017] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Replacement of two filter/CCC units at KW Resort Utilities Corp, including all materials and labor.

The Contract Price of the awarded Contract is: \$ 935,000.00 .

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents has been transmitted or made available to Bidder electronically.

X a set of the Drawings will be delivered separately from the other Contract Documents.


You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [1] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: KW Resort Utilities Corp.


Authorized Signature

By: Christopher A. Johnson

Title: President

Copy: Engineer



October 20, 2017

Barton W. Smith, ESQ
Smith/Hawks
138 Simonton Street
Key West, Florida 33040

Re: Key West Resort Utilities WWTP Filter Replacement Bid

Mr. Smith:

In response to your request to review value engineering options in an effort to reduce the original bid cost submitted for the referenced project, Wharton Smith is please provide the proposed cost reduction based upon our understanding of the scope of work and concessions outlined below.

Wharton Smith has reviewed the documents provided by Weiler Engineer and are familiar with the existing facilities where the work is to be performed. Accordingly, we conclude the scope of services to generally include:

Filtration System and Chlorine Contact Chamber Structures:

- Remove and dispose of existing structures (2 total)
- Supply and install two (2) new combination filtration and chlorine contact chamber structures in kind to match existing from T3 Fabrications. The new structures will installed on the existing concrete slab
- Construction is to commence with the understanding that only one structure maybe taken off line at a time.
- The existing backwash system piping and actuated valve assemblies; and electrical junction box shall be removed and stored for reinstallation
- The existing backwash pumps (2 total each structure) and electrical junction box shall be removed and stored for reinstallation
- The existing flow meter shall be removed and stored for reinstallation.
- The existing handrails and gratings shall be removed and stored for reinstallation
- Supply and install new underdrain systems
- Supply and install new filter media
- Clean-up and site restoration back to original conditions

Bid Exceptions:

- Our proposal does not include a Temporary Chlorine Contact Chamber or any other provisions to maintain existing plant operations during construction.
- KWRU will provide Wharton Smith staff with lodging accommodations consisting of: three (3) 2-bedroom/2-bathroom furnished apartment units located within reasonable proximity of the project site. Wharton Smith will be responsible for unit utilities.
- Wharton Smith included an allowance of **\$15,000.00** to coat the above graded PVC piping associated with the scope of work. The allowance was assumed due to the absence of coatings contractors proposals received.
- Construction Notice to Proceed shall be issued upon mobilization to the site which is dictated by delivery of the new structures. The expected project duration was not identified in the bid documents; therefore a reasonable time period would require mutual agreement.

Wharton Smith is prepared to supply all labor, materials and equipment to perform the work as,outlined and as indicated in the referenced documents for the lump sum price of **\$932,210.00**

We appreciate being given the opportunity to assist the KWRU with this important project.

Respectfully,


Gregory L. Williams
South Florida – Water/Wastewater Division Manager

125 W Indiantown Road, Suite 201, Jupiter, FL 33458 | Phone: (561) 748-5956 | Fax: (561) 748-5958

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between KW Resort Utilities Corporation (“Owner”) and
Wharton Smith, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Replacement of two existing steel combined sand filters/chlorine contact chamber units.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by The Weiler Engineering Corporation.

3.02 The Owner has retained The Weiler Engineering Corporation (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 4.0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site and the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. General Conditions (pages 1 to 65, inclusive).
 - 3. Supplementary Conditions (pages 1 to Z, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.
 - 5. Drawings (not attached but incorporated by reference) consisting of 16 sheets with each sheet bearing the following general title: KWRU Filters & CCCs Replacement
 - 6. Addenda (numbers 1 to 1, inclusive, not attached but incorporated by reference).
 - 7. Wharton Smith Value Engineering proposal letter dated October 20, 2017 (not attached but incorporated by reference).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 10/24/2017 (which is the Effective Date of the Contract).

OWNER: KW Resort Utilities Corporation

CONTRACTOR: Wharton Smith, Inc



By: Christopher A. Johnson

By: Gregory L. Williams

Title: President

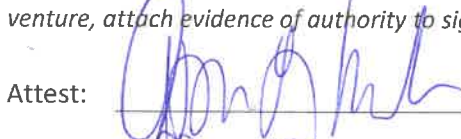
Title: Division Manager

Attest:



Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)



Title:

Vic President

Title:

Office Manager

Address for giving notices:

Address for giving notices:

KW Resort Utilities Corp

Wharton Smith, Inc.

6630 Front Street

125 W. Indiantown Road

Key West, Florida 33040

Jupiter, Florida 33458

License No.: CGC1511243

(where applicable)

00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

5.06	Hazardous Environmental Conditions at Site	17
Article 6 – Bonds and Insurance		19
6.01	Performance, Payment, and Other Bonds	19
6.02	Insurance—General Provisions	19
6.03	Contractor’s Insurance.....	20
6.04	Owner’s Liability Insurance.....	23
6.05	Property Insurance	23
6.06	Waiver of Rights.....	25
6.07	Receipt and Application of Property Insurance Proceeds.....	25
Article 7 – Contractor’s Responsibilities		26
7.01	Supervision and Superintendence	26
7.02	Labor; Working Hours	26
7.03	Services, Materials, and Equipment.....	26
7.04	“Or Equals”	27
7.05	Substitutes	28
7.06	Concerning Subcontractors, Suppliers, and Others	29
7.07	Patent Fees and Royalties.....	31
7.08	Permits.....	31
7.09	Taxes	32
7.10	Laws and Regulations.....	32
7.11	Record Documents.....	32
7.12	Safety and Protection	32
7.13	Safety Representative	33
7.14	Hazard Communication Programs	33
7.15	Emergencies.....	34
7.16	Shop Drawings, Samples, and Other Submittals.....	34
7.17	Contractor’s General Warranty and Guarantee.....	36
7.18	Indemnification	37
7.19	Delegation of Professional Design Services	37
Article 8 – Other Work at the Site		38
8.01	Other Work	38
8.02	Coordination	39
8.03	Legal Relationships	39

12.01	Claims.....	47
Article 13 –	Cost of the Work; Allowances; Unit Price Work.....	48
13.01	Cost of the Work.....	48
13.02	Allowances.....	50
13.03	Unit Price Work.....	51
Article 14 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals.....	52
14.03	Defective Work	53
14.04	Acceptance of Defective Work	53
14.05	Uncovering Work	53
14.06	Owner May Stop the Work	54
14.07	Owner May Correct Defective Work.....	54
Article 15 –	Payments to Contractor; Set-Offs; Completion; Correction Period	55
15.01	Progress Payments.....	55
15.02	Contractor’s Warranty of Title	58
15.03	Substantial Completion.....	58
15.04	Partial Use or Occupancy	59
15.05	Final Inspection	59
15.06	Final Payment	59
15.07	Waiver of Claims	61
15.08	Correction Period.....	61
Article 16 –	Suspension of Work and Termination	62
16.01	Owner May Suspend Work	62
16.02	Owner May Terminate for Cause.....	62
16.03	Owner May Terminate For Convenience	63
16.04	Contractor May Stop Work or Terminate	63
Article 17 –	Final Resolution of Disputes	64
17.01	Methods and Procedures.....	64
Article 18 –	Miscellaneous.....	64
18.01	Giving Notice.....	64
18.02	Computation of Times	64
18.03	Cumulative Remedies	64

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
- 3) it has a proven record of performance and availability of responsive service; and
- 4) it is not objectionable to Owner.

- b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer; nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Employer's Liability:

Bodily injury, each accident	\$ 250,000
Bodily injury by disease, each employee	\$ 250,000
Bodily injury/disease aggregate	\$ 500,000

For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:

\$ N/A

Foreign voluntary worker compensation

Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations Aggregate \$ N/A

Personal and Advertising Injury \$ 2,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 2,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person \$ 2,000,000

Each accident \$ 2,000,000

Property Damage:

Each accident \$ 2,000,000

[or]

Combined Single Limit of \$ 2,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ N/A

General Aggregate \$ N/A

- c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. Inspections, Tests, and System Start-ups:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
10. Records:
 - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field

C. The RPR shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**
- 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.**
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**
- 8. Authorize Owner to occupy the Project in whole or in part.**

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

- 1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02 Arbitration

- A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of the selected arbitration agency, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.**
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will**



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

7420510 KB

INVOICE NO.	72107622-0001
ACCOUNT NO.	569243
INVOICE DATE	9/21/17
PAGE 1 of 1	

INVOICE TO

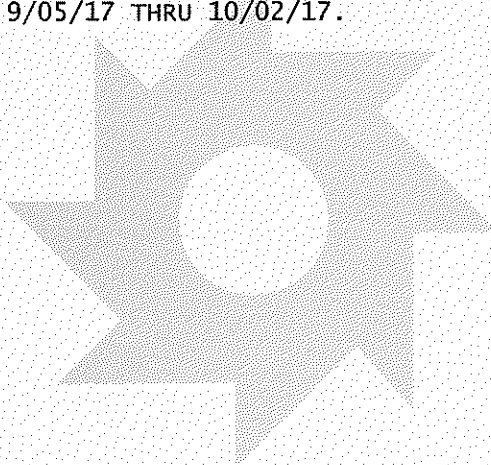
1oz - 3313 - 3989
 KW RESORT UTILITIES CORP
 PO BOX 2125
 KEY WEST FL 33045-2125



JOB ADDRESS
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 305-295-0309

RECEIVED BY WRIGHT, GREG	CONTRACT NO. 72107622
PURCHASE ORDER NO. GREG WRIGHT	
JOB NO. 1 - CUSTOMER PICKUP	
BRANCH KEY WEST PC352 5565 SECOND AVE STOCK ISLAND, FL 33040-5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 HR OUT: 4735.400 HR IN: TOTAL: 4735.400	250.00	250.00	575.00	1550.00	1550.00
Rental Sub-total:						1550.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL ENVIRONMENTAL	EA	38.750			38.75
1	RENTAL PROTECTION PLAN	EA				232.50
BILLED FOR FOUR WEEKS 9/05/17 THRU 10/02/17.						



hurricane

Equipment. Service. Guaranteed.

REMIT TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
 Invoices not paid within 30 days may be subject
 to a 1-1/2% per month charge.

SUBTOTAL	1,821.25
SALES TAX	119.16
INVOICE TOTAL	1,940.41

KWRU 012357
 4 WEEK BILL



PC#: 0352
5565 SECOND AVE
STOCK ISLAND, FL 33040-5945
305-296-2617

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: MWERNER

Job Site:
CUSTOMER PICKUP
5565 2ND AVE
KEY WEST, FL 33040 5945

RENTAL OUT



C#: 305-295-3301 J#: 305-295-0309

Contract #.. 72107622
Contract dt. 9/05/17
Date out.... 9/05/17 8:30 AM
Est return.. 9/12/17 8:30 AM
Job Loc..... 5565 2ND AVE, KEY WEST
Job No..... 1 - CUSTOMER PICKUP
P.O. #..... GREG WRIGHT
Ordered By.. WRIGHT, GREG
NET DUE UPON RECEIPT

Customer: 569243
KW RESORT UTILITIES CORP
P.O. BOX 2125
KEY WEST, FL 33045

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount. Includes item details for 36KW DIESEL GENERATOR and SALES ITEMS for ENVIRONMENTAL RENTAL PROTECTION PLAN. Includes handwritten note: 'Generator for Irma 9/5/17 - GJ'.

Generator for Irma
9/5/17 - GJ

Rate your rental experience www.sunbeltrentals.com/survey
IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE
MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY
CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 18, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 18.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Continued on the next page...

KWRI1012358



PC#: 0352
5565 SECOND AVE
STOCK ISLAND, FL 33040-5945
305-296-2617

SUNBELT RENTALS, INC.

Salesman: 035201 BICKEL, BRIAN (352)
Typed By: MWERNER

Job Site:
CUSTOMER PICKUP
5565 2ND AVE
KEY WEST, FL 33040 5945

RENTAL OUT



Contract #.. 72107622
Contract dt. 9/05/17
Date out... 9/05/17 8:30 AM
Est return.. 9/12/17 8:30 AM
Job Loc..... 5565 2ND AVE, KEY WEST
Job No..... 1 - CUSTOMER PICKUP
P.O. #..... GREG WRIGHT
Ordered By.. WRIGHT, GREG
NET DUE UPON RECEIPT

C#: 305-295-3301 J#: 305-295-0309

Customer: 569243
KW RESORT UTILITIES CORP
P.O. BOX 2125
KEY WEST, FL 33045

For operations in Florida: Prima facie evidence of intent to defraud: Failure to return rental property or equipment upon expiration of rental period and failure to pay all amounts due (including costs for damage to the property or Equipment) are evidence of abandonment or refusal to redeliver the property, punishable in accordance with Section 812.155, Florida Statutes.

Table with 6 columns: QTY, EQUIPMENT #, Min, Day, Week, 4 Week, Amount

Currently, Pay on Return per gallon prices are:
GAS: \$7.850, DIESEL: \$8.250, KEROSENE: \$6.100, PROPANE: \$6.500
However, Customer agrees to pay Sunbelt's Pay on Return per gallon price in place at time of return of the Equipment.

All amounts are in USD

Rate your rental experience www.sunbeltrentals.com/survey

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- 1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. *Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 18.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

KWRU 012359

Customer Signature

Date

Name Printed

Delivered By

Date

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT
P.O. BOX 2125
KEY WEST, FL 33045-2125
PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY

1-800-BANK BBT BBT.COM

8029

63-9138-2631

10/10/2017

PAY TO THE
ORDER OF

Sunbelt Rentals

\$

**1,940.41

DOLLARS

One thousand nine hundred forty and 41/100*****

Sunbelt Rentals
PO Box 409211
Atlanta, GA 30384-9211



[Handwritten Signature]

ESShield PLUS Check Toner
Prevents & ID Reproduction

MEMO

⑈00008029⑈

KW RESORT UTILITIES CORP.

8029

10/10/2017

Sunbelt Rentals

Date	Type	Reference	Original Amount	Balance Due	Payment
09/21/2017	Bill	72107622-0001	1,940.41	1,940.41	1,940.41
		Check Amount			1,940.41

1310000 BB&T Opera

1,940.41

KW RESORT UTILITIES CORP.

10/10/2017

Sunbelt Rentals

8029

Date	Type	Reference	Original Amount	Balance Due	Payment
09/21/2017	Bill	72107622-0001	1,940.41	1,940.41	1,940.41
		Check Amount			1,940.41

1310000 BB&T Opera

1,940.41



INVOICE
 SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

7420570 KB

INVOICE NO.	72107622-0002
ACCOUNT NO.	569243
INVOICE DATE	10/19/17
PAGE	1 of 1

hurricane

INVOICE TO

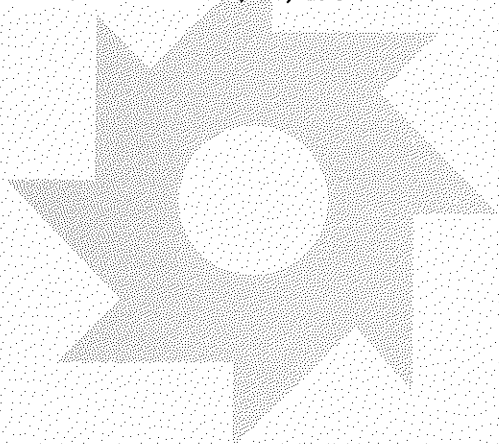
1oz - 3455 - 4359
 KW RESORT UTILITIES CORP
 PO BOX 2125
 KEY WEST FL 33045-2125



JOB ADDRESS
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 305-295-0309

RECEIVED BY WRIGHT, GREG	CONTRACT NO. 72107622
PURCHASE ORDER NO. GREG WRIGHT	
JOB NO. 1 - CUSTOMER PICKUP	
BRANCH KEY WEST PC352 5565 SECOND AVE STOCK ISLAND, FL 33040-5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 HR OUT: 4735.400 HR IN:	250.00	250.00	575.00	1550.00	1550.00
SALES ITEMS:						Rental Sub-total: 1550.00
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL ENVIRONMENTAL	EA	38.750			38.75
1	RENTAL PROTECTION PLAN	EA				232.50
BILLED FOR FOUR WEEKS 10/03/17 THRU 10/30/17.						



Equipment. Service. Guaranteed.

REMIT TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT
 Invoices not paid within 30 days may be subject
 to a 1-1/2% per month charge.

SUBTOTAL	1,821.25
SALES TAX	119.16
INVOICE TOTAL	1,940.41

KWRU 012361

4 WEEK BILL

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT

P.O. BOX 2125

KEY WEST, FL 33045-2125

PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY

1-800-BANK BBT BBT.COM

8112

63-9138-2631

PAY TO THE ORDER OF

Sunbelt Rentals

11/21/2017

\$ **1,940.41

DOLLARS

One thousand nine hundred forty and 41/100*****

Sunbelt Rentals
PO Box 409211
Atlanta, GA 30384-9211



[Handwritten Signature]

25th Plus Check Fraud Protection & ID Detection

MEMO

⑈00008 1 1 2⑈

KW RESORT UTILITIES CORP.

11/21/2017

Sunbelt Rentals

8112

Date	Type	Reference	Original Amount	Balance Due	Payment
10/19/2017	Bill	72107622-0002	1,940.41	1,940.41	1,940.41
			Check Amount		1,940.41

1310000 BB&T Opera

1,940.41

KW RESORT UTILITIES CORP.

11/21/2017

Sunbelt Rentals

8112

Date	Type	Reference	Original Amount	Balance Due	Payment
10/19/2017	Bill	72107622-0002	1,940.41	1,940.41	1,940.41
			Check Amount		1,940.41

1310000 BB&T Opera

1,940.41



INVOICE
SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

72107622-0003 VB

INVOICE NO.	72107622-0003
ACCOUNT NO.	569243
INVOICE DATE	11/16/17
PAGE	1 of 1

hurricane

INVOICE TO

1oz - 3423 - 4167
 KW RESORT UTILITIES CORP
 PO BOX 2125
 KEY WEST FL 33045-2125



JOB ADDRESS

CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 305-295-0309

RECEIVED BY	CONTRACT NO.
WRIGHT, GREG	72107622
PURCHASE ORDER NO.	
GREG WRIGHT	
JOB NO.	
1 - CUSTOMER PICKUP	
BRANCH	
KEY WEST PC352 5565 SECOND AVE STOCK ISLAND, FL 33040-5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 HR OUT: 4735.400 HR IN: TOTAL: 4735.400	250.00	250.00	575.00	1550.00	1550.00
Rental Sub-total:						1550.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL ENVIRONMENTAL	EA	38.750			38.75
1	RENTAL PROTECTION PLAN BILLED FOR FOUR WEEKS 10/31/17 THRU 11/27/17.	EA				232.50



Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL	1,821.25
SALES TAX	119.16
INVOICE TOTAL	1,940.41

KWRU 012363

4 WEEK BILL

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT

P.O. BOX 2125
KEY WEST, FL 33045-2125
PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY

1-800-BANK BBT BBT.COM

8150

63-9138-2631

PAY TO THE
ORDER OF

12/05/2017

\$

Sunbelt Rentals

**1,940.41

DOLLARS

One thousand nine hundred forty and 41/100*****

Sunbelt Rentals
PO Box 409211
Atlanta, GA 30384-9211

MEMO



G. H. ...
[Signature]

EZShield PLUS Check Fraud
Protection & ID Restoration



⑈00008150⑈

KW RESORT UTILITIES CORP.

8150

12/05/2017

Sunbelt Rentals

Date	Type	Reference	Original Amount	Balance Due	Payment
11/16/2017	Bill	72107622-0003	1,940.41	1,940.41	1,940.41
			Check Amount		1,940.41

1310000 BB&T Opera

1,940.41

KW RESORT UTILITIES CORP.

12/05/2017

Sunbelt Rentals

8150

Date	Type	Reference	Original Amount	Balance Due	Payment
11/16/2017	Bill	72107622-0003	1,940.41	1,940.41	1,940.41
			Check Amount		1,940.41

1310000 BB&T Opera

1,940.41



SEND ALL PAYMENTS TO:
 SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

1420510

INVOICE NO.	72107622-0004
ACCOUNT NO.	569243
INVOICE DATE	12/14/17
PAGE 1 of 1	

INVOICE TO

10z - 3286 - 4011
 KW RESORT UTILITIES CORP
 PO BOX 2125
 KEY WEST FL 33045-2125



JOB ADDRESS
 CUSTOMER PICKUP
 5565 2ND AVE
 KEY WEST, FL 33040 5945
 305-295-0309

RECEIVED BY WRIGHT, GREG	CONTRACT NO. 72107622
PURCHASE ORDER NO. GREG WRIGHT	
JOB NO. 1 - CUSTOMER PICKUP	
BRANCH KEY WEST PC352 5565 SECOND AVE STOCK ISLAND, FL 33040-5945 305-296-2617	

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	36KW DIESEL GENERATOR 291746 Make: MQ POWER Model: DCA45SSIU4C Ser #: 7204991 HR OUT: 4735.400 HR IN: TOTAL: 4735.400	250.00	250.00	575.00	1550.00	1550.00
SALES ITEMS:						Rental Sub-total: 1550.00
Qty	Item number	Unit	Price			
1	ENVIRONMENTAL ENVIRONMENTAL	EA	38.750			38.75
1	RENTAL PROTECTION PLAN BILLED FOR FOUR WEEKS 11/28/17 THRU 12/25/17.	EA				232.50



Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
 PO BOX 409211
 ATLANTA, GA 30384-9211

NET DUE UPON RECEIPT

Invoices not paid within 30 days may be subject to a 1-1/2% per month charge.

SUBTOTAL	1,821.25
SALES TAX	119.16
INVOICE TOTAL	1,940.41

4 WEEK BILL KWRU 012365

KW RESORT UTILITIES CORP.

OPERATING ACCOUNT
P.O. BOX 2125
KEY WEST, FL 33045-2125
PH. 305-295-3301

BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.COM

8214

63-9138-2631

PAY TO THE
ORDER OF

Sunbelt Rentals

01/03/2018

\$

**1,940.41

DOLLARS

One thousand nine hundred forty and 41/100*****

Sunbelt Rentals
PO Box 409211
Atlanta, GA 30384-9211

MEMO



Handwritten signature in blue ink.

ESShield PLUS Check Fraud Protection & ID Restoration

⑈00008214⑈

KW RESORT UTILITIES CORP.

8214

01/03/2018

Sunbelt Rentals

Date	Type	Reference	Original Amount	Balance Due	Payment
12/14/2017	Bill	72107622-0004	1,940.41	1,940.41	1,940.41
		Check Amount			1,940.41

1310000 BB&T Opera

1,940.41

KW RESORT UTILITIES CORP.

01/03/2018

Sunbelt Rentals

8214

Date	Type	Reference	Original Amount	Balance Due	Payment
12/14/2017	Bill	72107622-0004	1,940.41	1,940.41	1,940.41
		Check Amount			1,940.41

1310000 BB&T Opera

1,940.41

Invoice

Invoice Date
10/26/2017

Invoice Number
2100

K W RESORT UTILITIES CORP
6630 FRONT STREET
KEY WEST, FL 33040

C & C CONSULTANTS
P.O. BOX 701340
ST. CLOUD, FL
34770-1340
888-494-9844

Insurance Company	Policy Number	Effective	Expires
ARCH INSURANCE COMPANY	GWPKG0063312	08/13/2017	08/13/2017

Invoice Description	Premium
ADDITION OF LEASED GENERATOR (800 KW GENERATOR - XQ800 NC) TO INSURANCE POLICY	

Description of other charges, payments, etc. applied against this invoice	Amount
MONTHLY INSTALLMENT	167.37
ENDORSEMENT #2 EFFECTIVE 10/12/17	

Balance 167.37

Comments

ADDITIONAL PREMIUM FOR GENERATOR LEASE INSURANCE COVERAGE TO BE CHARGED IN MONTHLY INSTALLMENTS OF \$167.37 FOR THE BALANCE OF THE POLICY PERIOD OR UNTIL THE GENERATOR LEASE IS TERMINATED. TOTAL ADDITIONAL PREMIUM FOR ENDORSEMENT #2 IS \$1,673.67



Information Technology Solutions, LLC

ESTIMATE

ITS Key West
PO Box 4193
Key West, Florida 33041

Office Telephone: **305.897.6512**
Email: **itskeywest@outlook.com**
Website: **www.itskeywestfl.com**

Doc Number: 1710026

Date: October 26, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chrisw@bellsouth.net

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

State: FL
Zip: 33040
Website: www.kwru.com

September 5, 2017, 10:00-11:00 am – Hurricane Storm prep	1 HOUR	\$95.00
September 21, 2017, 2:30-4:30 pm – ATT circuit install	2 HOURS	\$190.00
September 25, 2017, 3:00-4:00 pm – Water alarm system IP address change	1 HOUR	\$95.00
October 9, 2017, 9:00-10:30 am – Comcast changed Network system which caused alarm system IP number to change; corrected issue	1.5 HOURS	\$142.50
October 13, 2017, 2:30-5:00 pm – Move Admin Computers to Golf Course Installed Network cables of varying lengths to connect workstations to network	2.5 HOURS	\$237.50 \$32.25
October 16, 2017, 1:00-3:00 pm – Connected printer to Network	2 HOURS	\$190.00
October 18, 2017, 9:00-10:30 am – After my phone call with Angela (ATT) the previous day, Chris & I formulated the technical plan to move forward with ATT circuit. Requested ATT conference call to discuss plan	1.5 HOURS	\$142.50
October 18, 2017, 3:00-5:00 - ATT conference call; removed workstation off of server network to create direct access to printer	2 HOURS	\$190.00
October 23, 2017, 1:00-2:30 – Connected copier to Network Installed Network switch	1.5 HOURS	\$142.50 \$75.25
<u>Summary of ATT contact via voice, text and email & document review: October 13 –October 25, 2017 - 2.0 HOURS</u>		<u>\$190.00</u>
		TOTAL: \$1,722.50

ESTIMATED WORK TODAY:

October 26, 2017, - Greg asked for fiber-damage check after new trailer was delivered (ESTIMATED 1.5 HOURS) TOTAL : \$142.50

FUTURE ATT WORK:

Dual -band router system to utilize ATT & Comcast as redundancy

EQUIPMENTCHARGE: Dual -band router:	\$752.50
Network switch:	\$301.08
Cabling, misc.:	\$161.25
BILLABLE HOURS: 16 hours (2-8 hours days) -	\$1520.00
PHONE SYSTEM PROGRAMMING: 8 hours (depending on system) -	\$760.00
ADMIN MOVE TO PERMANENT LOCATION: 8 hours (Network configuration for workstations, printers and copier) - 15% added based on future shipping costs, market equipment price changes and unforeseen labor circumstances	\$760.00 \$638.25
	TOTAL: \$5531.28

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

ITS Key West LLC Invoices are due upon receipt. Additional fees may apply if Payment has not been received with 5 working days, unless prior payment arrangements have been made. An ITS Key West LLC Proposal is a Project Estimate based on information gathered at the time it was created and is valid for 10 working days after it is received. The labor and equipment costs may vary during the physical installation. At any time during the project, ITS Key West Technicians may encounter extenuating circumstances which may alter the initial Project Totals. If these circumstances change the Project Totals by more than 20% the client will be notified immediately and a revised estimate will be issued for the client's approval. ITS Key West requires a deposit to begin work on any Project. Receipt of the Deposit indicates Project Proposal acceptance. Client is responsible for the Balance Due upon Project completion. Any equipment returns will be subject to ITS Key West 15% restocking fees. Not responsible for Data loss due to customer equipment failure and or lack of current Operating Systems (OS) & Data backups. Regular Business hours for Services are from 8am to 6pm Monday - Saturday, unless arrangements are made in advance. Service Call response time is within 24hours. Service Call Rate is \$95 per hour. Emergency Service Call response time is within 2 hours. Emergency Service Call Rate incurs an additional \$47.50 per hour. Emergency Services are any that preempt an already scheduled appointment during Regular Business hours or after 8pm Monday - Saturday, Sundays & Holidays.



Information Technology Solutions, LLC

ITS Key West
PO Box 4193
Key West, Florida 33041

Office Telephone: **305.897.6512**
Email: **itskeywest@outlook.com**
Website: **www.itskeywestfl.com**

INVOICE

Doc Number: 17100003
Date: October 27th, 2017
Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chris@kwrü.com

State: FL Zip: 33040
Website: www.kwru.com

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

HARDWARE, SOFTWARE, AND MATERIALS				PROJECT LABOR ESTIMATE				
JOB DETAILS & ITEMS DESCRIPTIONS		TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
1.	09/05/17, 10:00-11:00 am – Hurricane Storm prep.				\$95.00	10	\$95.00	\$95.00
2.	09/21/17, 02:30-4:30 pm – ATT circuit install.				\$95.00	2.0	\$190.00	\$190.00
3.	09/25/17, 03:00-4:00 pm – Water alarm system IP address change.				\$95.00	10	\$95.00	\$95.00
4.	10/09/17, 09:00-10:30 am – Comcast changed Network system which caused alarm system IP number to change, corrected issue.				\$95.00	15	\$42.50	\$42.50
5.	10/13/17, 02:30-5:00 pm – Move Admin Computers to Golf Course. Installed Network cables of varying lengths to connect workstations to Network.	\$30.00	1	\$30.00	\$95.00	2.5	\$237.50	\$267.50
6.	10/16/17, 01:00-3:00 pm – Connected printer to Network.				\$95.00	2.0	\$190.00	\$190.00
7.	10/18/17, 09:00-10:30 am – After my phone call with Angela (ATT) the previous day, Chris & I formulated the technical plan to move forward with ATT circuit. Requested ATT conference call to discuss plan.				\$95.00	15	\$42.50	\$42.50
8.	10/18/17, 03:00-5:00 - ATT conference call; removed workstation off of server network to create direct access to printer.				\$95.00	2.0	\$190.00	\$190.00
9.	10/23/17, 01:00-2:30 – Connected copier to Network, Installed Network Switch.	\$70.00	1	\$70.00	\$95.00	15	\$42.50	\$212.50
10.	10/18-25/17, Summary of ATT contact via voice mail, text, email & document review.				\$95.00	2.0	\$190.00	\$190.00
				\$100.00		17.0	\$1,615.00	\$1,715.00
							Tax:	\$7.50
							Shipping:	
							Total:	\$1,722.50

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

ITS Key West LLC Invoices are due upon receipt. Additional fees may apply if Payment has not been received with 5 working days, unless prior payment arrangements have been made. An ITS Key West LLC Proposal is a Project Estimate based on information gathered at the time it was created and is valid for 10 working days after it is received. The labor and equipment costs may vary during the physical installation. At any time during the project, ITS Key West Technicians may encounter extenuating circumstances which may alter the initial Project Totals. If these circumstances change the Project Totals by more than 20% the client will be notified immediately and a revised estimate will be issued for the client's approval. ITS Key West requires a deposit to begin work on any Project. Receipt of the Deposit indicates Project Proposal acceptance. Client is responsible for the Balance Due upon Project completion. Any equipment returns will be subject to ITS Key West 15% restocking fees. Not responsible for Data loss due to customer equipment failure and or lack of current Operating Systems (OS) & Data backups. Regular Business hours for Services are from 8am to 6pm Monday - Saturday, unless arrangements are made in advance. Service Call response time is within 24hours. Service Call Rate is \$95 per hour. Emergency Service Call response time is within 2 hours. Emergency Service Call Rate incurs an additional \$47.50 per hour. Emergency Services are any that preempt an already scheduled appointment during Regular Business hours or after 8pm Monday - Saturday, Sundays & Holidays.



Information Technology Solutions, LLC

INVOICE

ITS Key West
PO Box 4193
Key West, Florida 33041

Office Telephone: **305.897.6512**
Email: **itskeywest@outlook.com**
Website: **www.itskeywestfl.com**

Doc Number: 171000011

Date: October 30, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp

Contact: Christopher Johnson

Address: 6630 Front Street

City: Key West

Email: chris@kwru.com

State: FL

Zip: 33040

Website: www.kwru.com

Telephone: (305) 295-3301

Mobile: (305) 522-0052

Fax: (305) 295-0143

HARDWARE, SOFTWARE, AND MATERIALS				PROJECT LABOR ESTIMATE			
JOB DETAILS & ITEMS DESCRIPTIONS	TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
10/26/17, 04:00pm-05:30 pm – Check Fiber for possible damage after new trailer was delivered. Also tested AT&T internet connection to whether or not it would handle Voice over IP connection. It's was successful.				\$95.00	15	\$142.50	\$142.50
2.							
3.							
4.							
5.							
6.							
			\$0.00		1.5	\$142.50	\$142.50
						Tax:	\$0.00
						Shipping:	
						Total:	\$142.50

Notes, Summary, & Recommendations:

Thank you for your business!

Policy:

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Information Technology Solutions, LLC

ESTIMATE

ITS Key West
PO Box 4193
Key West, Florida 33041

Office Telephone: 305.897.6512
Email: itskeywest@outlook.com
Website: www.itskeywestfl.com

Doc Number: 1710026

Date: October 26, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chrisw@bellsouth.net

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

State: FL
Zip: 33040
Website: www.kwru.com

September 5, 2017, 10:00-11:00 am – Hurricane Storm prep	1 HOUR	\$95.00
September 21, 2017, 2:30-4:30 pm – ATT circuit install	2 HOURS	\$190.00
September 25, 2017, 3:00-4:00 pm – Water alarm system IP address change	1 HOUR	\$95.00
October 9, 2017, 9:00-10:30 am – Comcast changed Network system which caused alarm system IP number to change; corrected issue	1.5 HOURS	\$142.50
October 13, 2017, 2:30-5:00 pm – Move Admin Computers to Golf Course Installed Network cables of varying lengths to connect workstations to network	2.5 HOURS	\$237.50 \$32.25
October 16, 2017, 1:00-3:00 pm – Connected printer to Network	2 HOURS	\$190.00
October 18, 2017, 9:00-10:30 am – After my phone call with Angela (ATT) the previous day, Chris & I formulated the technical plan to move forward with ATT circuit. Requested ATT conference call to discuss plan	1.5 HOURS	\$142.50
October 18, 2017, 3:00-5:00 - ATT conference call; removed workstation off of server network to create direct access to printer	2 HOURS	\$190.00
October 23, 2017, 1:00-2:30 – Connected copier to Network Installed Network switch	1.5 HOURS	\$142.50 \$75.25

Summary of ATT contact via voice, text and email & document review: October 13 –October 25, 2017 - 2.0 HOURS		\$190.00
	TOTAL:	\$1,722.50

ESTIMATED WORK TODAY:

October 26, 2017, - Greg asked for fiber-damage check after new trailer was delivered	(ESTIMATED 1.5 HOURS)	TOTAL : \$142.50
---	-----------------------	------------------

FUTURE ATT WORK:

Dual -band router system to utilize ATT & Comcast as redundancy

EQUIPMENTCHARGE: Dual -band router:	\$752.50
Network switch:	\$301.08
Cabling, misc.:	\$161.25
BILLABLE HOURS: 16 hours (2-8 hours days) -	\$1520.00
PHONE SYSTEM PROGRAMMING: 8 hours (depending on system) -	\$760.00
ADMIN MOVE TO PERMANENT LOCATION: 8 hours (Network configuration for workstations, printers and copier) -	\$760.00
15% added based on future shipping costs, market equipment price changes and unforeseen labor circumstances	\$638.25
	TOTAL: \$5531.28

Notes, Summary, & Recommendations:

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ESTIMATE

Doc Number: 1710026

Date: October 26, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chrisw@bellsouth.net

State: FL
Zip: 33040
Website: www.kwru.com

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

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Email: itskeywest@outlook.com
Website: www.itskeywestfl.com

INVOICE

Doc Number: 17110003

Date: November 17th, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chris@kwru.com

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

State: FL Zip: 33040
Website: www.kwru.com

HARDWARE, SOFTWARE, AND MATERIALS			PROJECT LABOR ESTIMATE					
JOB DETAILS & ITEMS DESCRIPTIONS		TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
1.	10/31/17, 12:00 pm - 1:00 pm - Evaluated temp trailer for telephone & computer hook up. Determined installation day would be Friday 11/3/17 at 9:00 am.				\$95.00	10	\$95.00	\$95.00
2.	11/03/17, 9:00am - 5:00 pm (1HR lunch break) - Arrived to begin computer and telephone installation only to discover that the network hub was non-existent. Pulled new cable for 8 separate locations for telephone and data; each location required two runs for a total of 16 cable runs. The new network hub was now created. Cable roll, patch cables, connectors, and materials.	\$126.86		\$126.86	\$95.00	7.0	\$665.00	\$791.86
3.	11/05/17, 10:00 am - 11:30 am - Terminated every location in old trailer. Connected each network location and tested both computer and telephone lines in temp trailer for all locations. Problem with one data line, as cable was cut. Repulled, tested as working properly. Next, the Scatter system was not working. Originally two lines (one main - blue and one spare - white) were going to this water line system. That original spare white line was bad, determined a new line needed to be pulled for the AT&T fiber. As a temporary fix needed to use the line dedicated to the Chatter system on the Scatter system. Verified Scatter system was working; also verified Scatter Control monitoring computer was working properly. Chatter system will need to be addressed on Monday.				\$95.00	13.5	\$1282.50	\$1282.50
4.	11/06/17, 10:00 am - 3:00 pm - Computers were delivered, assisted with workstations installation. Installed cables. Set up copier & printer. Installed patch cables. Discussed Chatter Box issue; determined new cable needed to be run from the old trailer to the temp trailer. This run would be handled by in-house personnel.	\$79.05		\$79.05	\$95.00	5.0	\$475.00	\$554.05
5.	11/08/17, 12:00 pm - 02:00 pm - Was informed that AT&T had installed POTS line earlier in the day. This POTS line was to be an update to the Chatter Box system. However, when trying to connect the new POTS line to the cable run that was installed on Monday, a problem was discovered. Two lines were installed (305-296-4438 & 305-296-4454) in the old trailer, only 305-296-4438 was retained. 305-293-0611 was the original number that connected Chatter Box to the telephone pole. When Comcast was installed, they back-fed that line through the telephone pole back to the Chatter Box. When AT&T came to install the new POTS lines, they unknowingly disconnected the back-fed phone line; that left no connection to the Chatter Box building. To remedy this, AT&T has to remove the POTS line from the incorrect install location, and move to the Chatter Box location. Informed that the cable was ready. Unable to connect Chatter system to the POTS line until AT&T corrects the install location.				\$95.00	2.0	\$190.00	\$190.00

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Office Telephone: **305.897.6512**
Email: **itskeywest@outlook.com**
Website: **www.itskeywestfl.com**

INVOICE

Doc Number: 17110003

Date: November 17th, 2017

Consultant: Herbert Ramirez

Company: KW Resort Utilities Corp
Contact: Christopher Johnson
Address: 6630 Front Street
City: Key West
Email: chris@kwru.com

State: FL
Zip: 33040
Website: www.kwru.com

Telephone: (305) 295-3301
Mobile: (305) 522-0052
Fax: (305) 295-0143

HARDWARE, SOFTWARE, AND MATERIALS				PROJECT LABOR ESTIMATE				
JOB DETAILS & ITEMS DESCRIPTIONS		TOTAL	QTY	TOTAL	HR RATE	HRS	TOTAL	PROJECT
<p>11/15/17, 12:00 pm-01:30 pm – I was informed by Chns that the AT&T circuit was up and ready. Chns believed it was working, because AT&T had told him that, when he connected his laptop, they could see his equipment connection. I arrived to install the AT&T fiber connection in order to alleviate the upload bandwidth issue with Comcast not being 100% in the area. I connected to the Sienna switch. There was no internet connection, therefore there was no DHCP connection. I assumed I just needed IP address information, which AT&T needed to provide. I called AT&T for the static IP address information. Upon calling AT&T, I was connected with a tech named Tyler. He verified he could see my equipment, but he also explained that there were two parts to the fiber installation. Part one had been completed, but part two has not. I forwarded this information to Chris awaiting instructions.</p>					\$95.00	15	\$142.50	\$142.50
<p>11/17/17, 01:30 pm -03:30 pm – Earlier in the day, AT&T installed the POTS line to the designated building that houses Chatter Box. I was called to install that connection. I toned the correct telephone line, connected it, and verified that the line was working. I was able to get the Chatter Box to pick up a call, but was unable to have it call out. After several attempts with Greg, and trouble shooting, it was determined the issue was with the Chatter Box call system itself.</p>					\$95.00	2.0	\$190.00	\$190.00
				\$205.91		31.0	\$2,945.00	\$3,150.91
							Tax:	\$15.44
							Shipping:	
							Total:	\$3,166.35

Notes, Summary, & Recommendations

Thank you for your business

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Chris Johnson

From: John Cottis <jcottis@keywestengine.com>
Sent: Friday, October 06, 2017 3:03 PM
To: chris@kwru.com
Subject: generator

Chris,

We have prepared an estimate to repair the overheating damage to the generator, it is \$41,000.

My plan is to also make an estimate for a complete overhaul but have not had the time to finish it yet.

Our phone and internet service is still out so I can't email the estimate, let me know if you want me to drop it off, mail, etc..

You can also reach me on my cell phone 305-797-8284.

Thanks,
John

Chris Johnson

From: John Cottis <jcottis@keywestengine.com>
Sent: Thursday, December 21, 2017 9:57 AM
To: 'Chris Johnson'
Subject: RE: Kohler generator

Chris,

I sent the estimate in a separate email, let me know if you do not receive it or have any questions.

Thanks,
John

From: Chris Johnson [mailto:chris@kwru.com]
Sent: Tuesday, December 19, 2017 4:59 PM
To: 'John Cottis'
Cc: chrisk@kwru.com
Subject: RE: Kohler generator

Thanks John, I really appreciate it.



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

From: John Cottis [mailto:jcottis@keywestengine.com]
Sent: Tuesday, December 19, 2017 4:53 PM
To: 'Chris Johnson' <chris@kwru.com>
Cc: chrisk@kwru.com
Subject: RE: Kohler generator

Chris,

I will try to get it to you within the next couple days.

Thanks,

John Cottis
Key West Engine Service

6991 Shrimp Rd.
Key West, FL 33040
305-296-9919
icottis@keywestengine.com

From: Chris Johnson [<mailto:chris@kwru.com>]
Sent: Tuesday, December 19, 2017 4:23 PM
To: 'John Cottis'
Cc: chrisk@kwru.com
Subject: RE: Kohler generator

Hi John,

I would really appreciate it if you could please email me the estimate for a complete overhaul.

Thank you - Chris



Christopher A. Johnson
President
6630 Front Street
Key West, FL 33040
(305) 295-3301
www.kwru.com

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You can also reach me on my cell phone 305-797-8284.

Thanks,
John

Chris Johnson

From: kwengine@bellsouth.net
Sent: Thursday, December 21, 2017 12:49 PM
To: chris@kwru.com
Subject: Estimate from KEY WEST ENGINE SERVICE, INC.
Attachments: Email.pdf

Estimate prepared

E S T I M A T E

KEY WEST ENGINE SERVICE, INC.
P.O. BOX 2521
6991 SHRIMP RD
KEY WEST, FL 33045
Phone #: (305)296-9919
Fax #: (305)851-0055

PHONE #: (305)304-2086 Ext: GREG DATE: 12/19/2017
CELL #: ORDER #: 26280
ALT. #: (305)522-3608 Ext: ROBCUSTOMER #: 101011
P.O.#: KWRU CP: JOHN
TERMS: Net 10th EOM LOCATION: 1
SALES TYPE: Estimate STATUS: Active
TAG #: TECH: JOHN

BILL TO 101011

KEY WEST RESORT UTILITIES
PO BOX 2125
KEY WEST, FL 33045

SHIP TO

KOEHLER GENSET
KWRU

YEAR	MFR DDC	MODEL NUMBER 16V92	DESCRIPTION KOHLER 750R0ZD71 GENERATOR	VIN/SERIAL # 16VF008741	MILEAGE/METER
1:	OVERHAUL ENGINE		Tech: JOHN [DDC 16V92 16VF008741] KOHLER 750R0ZD71 GENERATOR		

DISASSEMBLE ENGINE, REBUILD CYL HEADS, BLOWERS, AND FRESH WATER PUMP, REPLACE MAIN BEARINGS, REPLACE ALL CYLINDER KITS, ASSEMBLE ENGINE REPLACING ALL HOSES AND CLAMPS, RUN ENGINE UNDER LOAD AND INSPECT

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
DDC	23524337	CYL KIT	16	\$418.91	\$418.91	\$6,702.56
DDC	05149572	SHELL SET STD PC	16	\$8.93	\$8.93	\$142.88
DDC	05149565	SHELL SET STD PC	8	\$26.16	\$26.16	\$209.28
DDC	05117005	WASHER PC	4	\$5.47	\$5.47	\$21.88
DDC	05148373	BOLT	32	\$3.44	\$3.44	\$110.08
DDC	05117629	NUT CONN ROD	32	\$3.05	\$3.05	\$97.60
DDC	05132383	BOLT	32	\$8.41	\$8.41	\$269.12
DDC	05148501	INSERT	16	\$12.52	\$12.52	\$200.32
DDC	05122439	SEAL	4	\$7.22	\$7.22	\$28.88
DDC	05149645	GASKET KIT 16V71	1	\$109.16	\$109.16	\$109.16
DDC	23506871	F/W/P KIT	1	\$352.53	\$352.53	\$352.53
DDC	05199674	GASKET KIT 8V92	4	\$56.47	\$56.47	\$225.88
DDC	05175989	GASKET	2	\$4.87	\$4.87	\$9.74
DDC	05126562	GASKET SET	1	\$25.79	\$25.79	\$25.79
DDC	05150115	GASKET	1	\$9.63	\$9.63	\$9.63
DDC	05150116	GASKET	1	\$10.42	\$10.42	\$10.42
DDC	05117269	GASKET	4	\$2.34	\$2.34	\$9.36
DDC	23530407	ELEMENT PF911	4	\$17.82	\$17.82	\$71.28
TROP	DELVAC 1240	MOBIL SAE 40 OIL	4	\$79.00	\$79.00	\$316.00
DDC	23512114	GASKET	2	\$17.68	\$17.68	\$35.36
DDC	23505398	NUT	24	\$1.16	\$1.16	\$27.84
DDC	05144768	CLAMP T-BOLT	2	\$20.55	\$20.55	\$41.10
DDC	05156770	SEAL	4	\$4.92	\$4.92	\$19.68
DDC	23504471	HOSE	2	\$47.29	\$47.29	\$94.58
DDC	08922420	HOSE 1.25 X 2.75 LG SAE 20R1 B	4	\$15.53	\$15.53	\$62.12
CAT	7M7273	GASKET	2	\$11.29	\$11.29	\$22.58
DDC	23533307	TUBE ASM - BEVELED NUT	16	\$10.56	\$10.56	\$168.96
DDC	23533308	TUBE ASM - SMOOTH NUT	16	\$11.08	\$11.08	\$177.28
DDC	23514887	CONNECTOR	4	\$26.54	\$26.54	\$106.16
DDC	23530643	ELEMENT, FUEL SECONDARY	2	\$20.53	\$20.53	\$41.06
DDC	23507859	2000-1/2 GL 200064PEN	4	\$17.30	\$17.30	\$69.20
DDC	23503826	THERMOSTAT	4	\$71.07	\$71.07	\$284.28
DDC	05132155	S/S TO 0002034480	4	\$21.17	\$21.17	\$84.68
DDC	08923791	GASKET	4	\$5.19	\$5.19	\$20.76
DDC	08923792	GASKET	8	\$2.81	\$2.81	\$22.48

E S T I M A T E

KEY WEST ENGINE SERVICE, INC.
 P.O. BOX 2521
 6991 SHRIMP RD
 KEY WEST, FL 33045
 Phone #: (305)296-9919
 Fax #: (305)851-0055

PHONE #: (305)304-2086 Ext: GREG DATE: 12/19/2017
 CELL #: ORDER #: 26280
 ALT. #: (305)522-3608 Ext: ROBERT CUSTOMER #: 101011
 P.O.#: KWRU CP: JOHN
 TERMS: Net 10th EOM LOCATION: 1
 SALES TYPE: Estimate STATUS: Active
 TAG #: TECH: JOHN

1: OVERHAUL ENGINE Tech: JOHN [DDC 16V92 16VF008741] KOHLER 750R0ZD71 GENERATOR

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
DDC	05129919	GUIDE VLV	64	\$6.20	\$6.20	\$396.80
DDC	08925981	INJ TUBE	16	\$16.10	\$16.10	\$257.60
DDC	05148490	INSERT	64	\$10.32	\$10.32	\$660.48
DDC	08921209	SEAL	64	\$3.06	\$3.06	\$195.84
DDC	05149771	VALVE KIT	64	\$49.54	\$49.54	\$3,170.56
DDC	05147347	SPRING	64	\$5.55	\$5.55	\$355.20
DDC	23501150	GASKET	2	\$204.39	\$204.39	\$408.78
DDC	23512847	SEAL RING	2	\$8.99	\$8.99	\$17.98
DDC	23512848	GASKET	2	\$4.26	\$4.26	\$8.52
DDC	05170468	GASKET	2	\$1.18	\$1.18	\$2.36
DDC	05143999	CLAMP	2	\$28.37	\$28.37	\$56.74
DDC	R5199735	PUMP,FUEL	1	\$138.17	\$138.17	\$138.17
DDC	05102098	SEAL	2	\$5.80	\$5.80	\$11.60
DDC	23515239	GASKET	2	\$10.91	\$10.91	\$21.82
DDC	08926782	GASKET	4	\$5.44	\$5.44	\$21.76
DDC	05117535	GASKET	4	\$2.91	\$2.91	\$11.64
DDC	05117734	GASKET	2	\$4.67	\$4.67	\$9.34
DDC	23514203	KIT,BLO O/H	2	\$460.49	\$460.49	\$920.98
****	MISC	HOSE & CLAMPS	1	\$600.00	\$600.00	\$600.00
****	MISC	MISCELLANEOUS	1	\$500.00	\$500.00	\$500.00
****	SS	SHOP SUPPLIES	1	\$35.33	\$35.33	\$35.33
****	EDF	ENVIRONMENTAL DISPOSAL FEE	1	\$50.50	\$50.50	\$50.50

Parts Job 1: \$18,052.51

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
*LAB		260	\$125.00		\$32,500.00
	Hours Job 1:	260		Labor Job 1:	\$32,500.00
				Subtotal Job 1:	\$50,552.51

Prices reflected on this quote are valid for 30 days.

TOTAL PARTS:	\$18,052.51
TOTAL LABOR:	\$32,500.00
TOTAL EXTRAS:	\$0.00
SUBTOTAL:	\$50,552.51
TAX:	\$3,791.44
ORDER TOTAL:	\$54,343.95

Authorized By: _____

Hydro Pumps, Inc.

6512 NW 13th Court
Plantation, FL 33313

Broward: (954) 583-3303
Fax: (954) 583-3305

Toll Free (FL) 1-800-306-7867

October 23, 2017

K W Resort Utilities Corp.
PO Box 2125
Key West, FL 33045

Attn: Greg Wright
Re: LS2A Replacement - Control Panel

Gentlemen:

We offer the following equipment in reference to your inquiry:

- 1 – Duplex control panel rated 5hp, 230V, 3 phase which includes the following: NEMA 4X type 316 stainless steel enclosure, Square D QOU390 main & emergency circuit breakers, Crouse-Hinds AR1042S22 emergency generator receptacle, Square D QOU350 pump circuit breakers, Square D QOU115 control circuit breaker, duplex GFI receptacle with Square D QOU115 circuit breaker, IEC-rated motor starters with thermal overload mechanisms, high water alarm light and horn with silence and test, duplex alternator with mode selector, hand-off-auto switches, run lights, elapsed time meters and oil seal fail indication for each pump, lightning arrestor, surge arrestor, phase monitor and 120V 4-point float control circuit.

TOTAL PRICE PUMP CONTROL PANEL \$ 5,947.

Price quoted includes delivery to your Key West facility but does not include Florida State Sales Tax. Delivery is estimated at 4-6 weeks after receipt of order. Delivery is estimated at 4-6 weeks after receipt of approved shop drawings. If you have any questions or comments concerning this quotation, please call our office.

Sincerely,

Juli Robbins, PE

Digitally signed by Juli Robbins, PE
DN: cn=Juli Robbins, PE, o=Hydro Pumps, Inc.,
ou, email=hydro-pumps@att.net, c=US
Date: 2017.10.23 16:15:54 -0400'

KWRU 012381

Estimate 299 from ISLAND FENCE, ROBERT AT KWRU

Open in browser tab

island
To
ISLAND FENCE
1109 17 TH TERRACE
KEY WEST FL. 33040
305-509-3375
islandlandscaping@gmail.com

Name/Address
ROBERT KWRU BERNSTEIN PARK <i>L2A Lift Station</i>

Date	Estimate No.	Project
10/06/17	299	

Details

Name Estimate (No. 299) from ISLAND FENCE - pdf
Size 30 KB
Modified - Robert Derryberry (robert@kwr.com)

Estimate

Item	Description	Quantity	Cost	Total
FENCE	TO INSTALL APPROXIMATELY 110 FEET OF 6 FOOT HIGH PRIVACY PVC FENCE WHITE ALSO ONE DOUBLE GATE 16 FOOT WIDE THIS INCLUDES REMOVAL AND DISPOSAL OF EXISITING FENCE		6,200.00	6,200.00
			Total	\$6,200.00

Estimate 300 from ISLAND FENCE , ROBERT AT KWRU

Open in browser tab

isl:
To

ISLAND FENCE
1109 17 TH TERRACE
KEY WEST FL. 33040

De:

305-509-3375

The
wor

islandlandscaping@gmail.com

Sin
ISL

Name/Address
ROBERT KWRU DOWN RTHE STREET FROM BERNSTEIN...

*Force main
Lift Station*

Date	Estimate No.	Project
10/06/17	300	

Details

Name: Estimate (No: 300) from ISLAND FENCE .pdf
Size: 31 KB
Modified: -
Robert Derryberry
(robert@kwrw.com)

Item	Description	Quantity	Cost	Total
FENCE	TI INSTALL APPROXIMATELY 120 FEET OF 6 FOOT HIGH PVC FENCE PRIVACY STYLE WHITE ONE DOUBLE DRIVE GATE 16 FOOT WIDE 6 FOOT HIGH WHITE ALSO INCLUDES REMOVAL AND DISPOSAL OF EXISTING MATERIALS		6,500.00	6,500.00
			Total	\$6,500.00

Feedback



LINDHOLM
CONSTRUCTION, INC.
ROOFING & SHEET METAL

88005 Overseas Hwy., #10-157

Islamorada, FL 33036

UPPER KEYS: 305-852-5730
MARATHON: 305-289-9991
KEY WEST: 305-292-2224
FAX: 305-852-3395

LIC. CCC 1328542
LIC. CBC 1256399

Name / Address

Date: 11.07.17

Key West Utilities Corp.
6630 Front St.
Stock Island, Fl. 33040

We hereby submit an estimate for

RE: Small Storm Damaged Roof

1. We will tear off existing roof to a smooth workable surface and haul away debris.
2. We will install a Polyglass peel and stick base sheet to entire roof deck.
3. We will install galvalume eave drip.
4. We will install new flashings to soil pipes.
5. We will install a 26 gauge mill finish galvalume 5-Vcrimp metal panel roof system.
6. We will fasten above roof system with stainless head screws.
7. Above roof carries a five-year warranty on workmanship.
8. We propose to furnish material and labor for the sum of \$3,000.00

*Carpentry if needed will be \$45/hour/man plus material cost

*To install Kynar white metal add \$300.00

*Terms of payment:

30% deposit

Balance due upon completion

credit card fees apply

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE of PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____

Date: _____

Lindholm
Construction, Inc. _____

Date: _____

DUPARU 012384 ...



LINDHOLM
CONSTRUCTION, INC.
ROOFING & SHEET METAL

88005 Overseas Hwy., #10-157

Islamorada, FL 33036

UPPER KEYS: 305-852-5730
MARATHON: 305-289-9991
KEY WEST: 305-292-2224
FAX: 305-852-3395

LIC. CCC 1328542
LIC. CBC 1256399

Name / Address

Date: 12.19.17

Key West Utilities Corp.
6630 Front St.
Stock Island, Fl. 33040

We hereby submit an estimate for

RE: Office Roof

1. We will tear off existing roof to a smooth workable surface and haul away debris.
2. We will install a Polyglass peel and stick base sheet to entire roof deck.
3. We will install galvalume eave drip.
4. We will install new flashings to soil pipes.
5. We will install a 26 gauge mill finish galvalume 5-Vcrimp metal panel roof system.
6. We will fasten above roof system with stainless head screws.
7. Above roof carries a five-year warranty on workmanship.
8. We propose to furnish material and labor for the sum of \$10,400.00

*To install 5-Vcrimp metal over existing shingles would be \$8,600.00

*Above prices include permit and engineering fees

*Carpentry if needed will be \$45/hour/man plus material cost

*To install Kynar white metal add \$800.00

*Terms of payment:

30% deposit

Balance due upon completion

credit card fees apply

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over & above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE of PROPOSAL -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized

Signature: _____ Date: _____

Lindholm

Construction, Inc. _____ Date: _____

Due Date _____...

KWRU 012385



This Offer Created For:
Kw Resort Utilities Corp
 1465890

Date: 10/10/2017
 Offer #: 302407
 Offer Expires: 12/9/2017

800-523-7918

Customer Billing Address

Kw Resort Utilities Corp
 6630 Front St
 Key West, FL 33040
 Contact : null Greg
 Phone : (305)304-2086
 Email : greg@kwru.com
 PO No :
 Project No :
 Project Name:

ModSpace Service Center

FL-Miami
 5000 NW 72nd Avenue
 Miami, FL 33166
 Contact: Jacqueline Tague
 Phone : (866)322-0120 X 20859
 Fax : 610-232-1210
 Email : jacqueline.tague@modspace.com

Delivery Address

6630 Front St
 Key West, FL 33040

Offer Type: Operating Lease

Only Modspace Offers You The Ultimate Confidence Pledge

Building Rental: SNGL1260

Asset # : 12x60 Standard Office

<u>Quantity</u>	<u>Term</u>	<u>Frequency</u>	<u>Rental Each</u>	<u>Monthly Rental</u>
1	6	Monthly	\$400.00	\$400.00
Total Monthly Rental:				\$400.00

Additional Items

<u>Quantity</u>	<u>Description</u>	<u>Rental Each</u>	<u>Rental Total</u>
1	Personal Property Expense	\$24.00	\$24.00
2	Step Rental	\$45.00	\$90.00
Total Additional Monthly Items:			\$114.00

Delivery, Installation & Removal (One-Time Items)

<u>Quantity</u>	<u>Service Description</u>	<u>Each</u>	<u>Total</u>
<u>Delivery</u>			
1	Transportation of Building	\$1,525.00	\$1,525.00
<u>Installation</u>			
1	Block, Level & Anchor	\$955.00	\$955.00
<u>Other</u>			
3	Engineered Drawings	\$50.00	\$150.00
Total Delivery and Installation:			\$2,630.00
<u>Remove</u>			
1	Unblock	\$333.00	\$333.00
<u>Return Delivery</u>			
1	Transportation of Building	\$1,525.00	\$1,525.00
Total Removal:			\$1,858.00

** unit has sink *
 out side of bathroom.*

Total Monthly Rental:	\$514.00
Total Monthly Tax:	\$38.55
Total Monthly Amount:	\$552.55
Total One-Time Amount:	\$4,488.00
Total Tax on One-Time Items:	\$325.37

Total Amount Including 6 Month(s) Rent, Taxes, Delivery, Installation & Removal*: \$8,128.67

Modular Space Corporation (dba "ModSpace"), 1200 Swedesford Road, Berwyn, PA 19312, CA Contractor License # 763309.



This Offer Created For:
Kw Resort Utilities Corp
 1465890

Date: 10/10/2017
 Offer #: 302407
 Offer Expires: 12/9/2017

800-523-7918

Customer Billing Address

Kw Resort Utilities Corp
 6630 Front St
 Key West, FL 33040
 Contact : null Greg
 Phone : (305)304-2086
 Email : greg@kwru.com
 PO No :
 Project No :
 Project Name:

ModSpace Service Center

FL-Miami
 5000 NW 72nd Avenue
 Miami, FL 33166
 Contact: Jacqueline Tague
 Phone : (866)322-0120 X 20859
 Fax : 610-232-1210
 Email : jacqueline.tague@modspace.com

Delivery Address

6630 Front St
 Key West, FL 33040

* If Building Return and Removal amounts are not specified, such items will be billed at current rates at time of termination. *

Tax rates vary and are determined by the state, local, federal and/ or provincial tax jurisdictions, they are subject to change at any time without notice. Taxes are estimated and will be finalized based upon either the actual delivery address or in accordance with the laws of the various jurisdictions.

If sales tax exempt, proof of exempt status is required and must be validated by ModSpace prior to contract finalization.

Prevailing/ Davis-Bacon Wage Applicable: No

Badging or Access Requirements Applicable: No

Union Labor: No

Have everything you need to succeed?

Our wide range of support products and services make you more productive from Day 1. Here are few additional options:

Initial		Frequency	Quantity	Amount (each/item)
<input type="checkbox"/>	Insurance US-Damage Waiver	Monthly	1	\$75.00
<input type="checkbox"/>	Insurance US-Optional General Liability	Monthly	1	\$19.50
<input type="checkbox"/>	Modification-Door Bar Installation	One-Time	2	\$55.00
<input type="checkbox"/>	Modification-Security Screen Installation	One-Time	9	\$65.00
<input type="checkbox"/>	VAP Furniture-Folding Table Rental	Monthly	1	\$10.00
<input type="checkbox"/>	VAP Furniture-Stack Chair Rental	Monthly	1	\$5.00



This Offer Created For:
Kw Resort Utilities Corp
1465890

Date: 10/10/2017
Offer #: 302407
Offer Expires: 12/9/2017


Installation items based on level, flat compacted surface not to exceed 6" slope within 100' or additional charges may apply. Additional items will be billed in the event site is not ready or for any reason ModSpace is not allowed to do their scope of work upon arrival at site.

This Offer is subject to ModSpace's credit approval of Customer. ModSpace does not warrant that the equipment meets any local or state code not specifically listed herein. Pricing quoted herein is open for Customer's acceptance for sixty (60) days from the date of this Offer and excludes all state and local taxes, fees, permits and utility connections (unless specifically stated otherwise). Equipment is subject to availability. Unless otherwise stated herein, all site services are to be performed by non-union labor at non-prevailing wage. Customer is to provide clear and unobstructed access for delivery and installation of the equipment by standard mobile transport delivery. Customer is responsible for site preparation including, without limitation, site preparation, grade alterations, water and snow removal, providing firm and level ground and the identification and relocation of utility lines prior to ModSpace's arrival at the site. ModSpace shall not be responsible for and assumes no liability for the fitness or adequacy of the site, including availability, relocation, or mark-out of utilities. Any Value Added Products or Services ("VAPS"), including, without limitation, storage containers, sanitary holding tanks, water delivery systems, portable toilets, wash stations, toilet trailers, septic tanks, generators, furnishings, security systems, steps or ramps quoted by ModSpace are provided strictly as a matter of convenience to the Customer. The Customer understands and agrees that ModSpace only serves as a billing agent for the third party vendor of the VAPS and assumes no liability therefor. By signing below, customer accepts the terms of this offer, leases the equipment identified herein, and agrees that such signature constitutes customer's acceptance of and agreement to the ModSpace Lease Agreement. Such lease, and customer's agreement thereto, is subject to ModSpace's standard terms and conditions located at <http://www.modspace.com/resources/document-library>. Customer may request a copy of the terms and conditions from a ModSpace representative. If customer has previously executed a master agreement with ModSpace, those terms and conditions shall govern the transaction. Such terms and conditions are incorporated as if fully set forth herein. Any customer purchase order or other customer-provided document purporting to replace, supersede or supplement the terms and conditions of the ModSpace Lease Agreement shall carry no force or effect except as an instrument of billing.



This Offer Created For:
Kw Resort Utilities Corp
1465890

Date: 10/10/2017
Offer #: 302407
Offer Expires: 12/9/2017

By:	<u></u> (Authorized Customer Signature)	By:	_____
Print Name:	<u>Christopher A. Johnson</u>	Print Name:	_____
Title:	<u>President</u>	Title:	_____
Date:	<u>10. 11. 2017</u>	Date:	_____
Purchase Order #:	<u>Hurricane Irma</u>		
Job Name:	<u>Office Replacement</u>		

Tax Exempt: Yes _____ or No X

If Yes, Please issue the certificate to Modular Space Corporation and return with the signed offer or contract.

ALL RIGHT, TITLE AND INTEREST OF MODULAR SPACE CORPORATION HEREUNDER HAS BEEN PLEDGED TO, AND IS SUBJECT TO THE SECURITY INTERESTS AND LIENS OF, BANK OF AMERICA, N.A., AS AGENT, PURSUANT TO THAT CERTAIN FOURTH AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT, DATED AS OF MARCH 2, 2017, AMONG MODULAR SPACE CORPORATION, THE OTHER BORROWERS PARTY THERETO, THE GUARANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS AGENT, AND THE LENDERS FROM TIME TO TIME PARTY THERETO, AS AMENDED, RESTATED, AMENDED AND RESTATED OR OTHERWISE MODIFIED FROM TIME TO TIME AND PURSUANT TO CERTAIN SECURITY DOCUMENTS DELIVERED THEREUNDER. MODULAR SPACE CORPORATION SHALL HAVE NO RIGHT TO TRANSFER ITS RIGHT, TITLE OR INTEREST HEREUNDER TO ANY PARTY EXCEPT PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE RELEVANT LOAN DOCUMENTS.



Date: 10/10/2017
Offer #: 302407

If providing your own insurance you must supply your agency information below:

I (the lessee) have insurance in accordance with section 9 of the lease agreement. I will deliver the required certificates of insurance to ModSpace prior to delivery of the leased equipment. Modular Space Corporation must be listed as "Additional Insured" with \$1,000,000 minimum liability coverage & "Loss Payee" to include the full insurance value. If I fail to deliver the required insurance certificates prior to delivery, I understand that Modular Space Corporation has the right to add both the Optional General Liability and Damage Waiver Program to my lease.

Agency Name: C&C Consultants

Phone: 888-494-9844

Signature: *(Signature)*



MODSPACE
1200 SWEDESFORD RD.
BERWYN, PA 19312

Return Service Requested

INVOICE

Customer Number 1465890
Invoice Number 502213188
Invoice Date 10/27/2017
Due Date **Due Upon Receipt**
Please Pay This Amount **\$ 3,368.55**

Amount Enclosed: \$ _____

Make Checks payable to Modular Space Corporation

4616000343 PRESORT 343 1 MB 0.420 P1C3
[Barcode]

KW RESORT UTILITIES CORP
6630 FRONT ST
KEY WEST FL 33040-6050

Modular Space Corporation
12603 Collections Center Drive
Chicago, IL 60693-0126

[Barcode]

0000336855014658900005022131887

Please return this portion with your payment. Do not enclose correspondence.

IMPORTANT MESSAGE

Beginning August 1, 2017, ModSpace will assess late charges when an invoice remains unpaid after sixty (60) days. You can avoid late charges by paying all open invoices before July 31, 2017 and by promptly paying all future invoices.

Access your account, retrieve invoice copies and make a payment 24/7 at ModSpace.com/en/Accounts.

Customer Name:	Kw Resort Utilities Corp	Total Base Amount:	\$ 3,144.00
Customer Number:	1465890-0001	Total Taxes:	\$ 224.55
Invoice Number:	502213188	Total Due:	\$ 3,368.55
ModSpace Tax ID:	54-1375284		

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL DUE
Project#: Project Name: Office Replacement Contact: Greg Wright Location:6630 Front St Key West FL 33040 Asset(s): 636365 Single 12 wide - 12 x 60 s/n DSI-14269	1671161	Hurricane Irma	10/26/2017 - 11/25/2017			
Rental 1				400.00	29.99	429.99
Asset(s): 636365						
Rental-Steps				90.00	6.75	96.75
Asset(s): 636365						
Rental-Personal Property Exp				24.00	1.80	25.80
Asset(s): 636365						
Delivery-Building				1,525.00	114.38	1,639.38
Asset(s): 636365						
Other-Engineered Drawings				150.00	0.00	150.00
Asset(s): 636365						
Installation-Block/Level/Anchr				955.00	71.63	1,026.63
Subtotal				3,144.00		
State Tax					179.63	

PLEASE PAY THIS AMOUNT \$ 3,368.55

KWRU 012391



Customer number:1465890
Invoice number:502213188

DESCRIPTION	CONTRACT NUMBER	PO NUMBER	BILLING PERIOD	AMOUNT	TAX	TOTAL DUE
County Tax					44.92	
Total Tax					224.55	
Invoice Total						3,368.55



PLEASE PAY THIS AMOUNT \$ 3,368.55

MODULAR OFFICE INSTALLATION AGREEMENT

THIS MODULAR OFFICE INSTALLATION AGREEMENT (this "Agreement"), is made and entered into this 19th day of October, 2017, by and between PP Keys 2016, LLC, a Florida limited liability company ("PP Keys"), having an address at 5625 2nd Avenue, Unit 6, Key West, Florida 33040 and KW RESORT UTILITIES CORP., a Florida corporation ("KWRU"), having an address at 6630 Front Street, Key West, Florida 33040.

RECITALS

A. KWRU operates a wastewater facility located at 6630 Front Street, Key West, Florida 33040 ("Facility");

B. Hurricane Irma destroyed the office trailer located at the Facility, necessitating a new modular office of no more than 1,500 square feet ("Modular Office") be installed or constructed at the Facility;

C. PP Keys has the expertise in the logistics of obtaining, preparing sites and installing modular homes in the Florida Keys; and

D. KWRU desires, and PP Keys has agreed to, PP Keys obtaining from manufacture and arranging the transportation and installation and construction of the Modular Office at the Facility.

AGREEMENT

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Modular Office. For all matters related to this Agreement, the parties agree to cooperate and work together to value engineer the construction and installation of the Modular Office in the most cost effective and efficient manner commercially possible. PP Keys shall obtain the Modular Office from a reputable modular building manufacturer (such as Jacobson, Champion, HBW, etc.) based upon agreed upon specifications and finishes between KWRU and PP Keys. PP Keys shall cause the construction and installation of the Modular Office on a location chosen by KWRU in accordance with all detailed architectural and engineering plans and working drawings (the "Plans"), such Plans to be reasonably approved by KWRU. PP Keys assumes no responsibility whatsoever, and shall not be liable, for the manufacturer's, architect's, or engineer's design or

performance of the Modular Office. The Plans shall be submitted to the appropriate governmental entities and agencies for approval and shall comply with all applicable laws, ordinances, rules, and regulations of any governmental entity or agency having jurisdiction over the Facility ("Legal Requirements") and PP Keys shall obtain all permits required and shall complete the Modular Office in accordance with the Plans.

3. Cap on Cost. The parties agree and acknowledge that all costs (hard and soft) involved in the manufacture, transportation, installation and construction of the Modular Office, and the most that KWRU will be responsible for is \$250,000.00.

4. Installation and Construction.

(a) The Modular Office construction and installation shall be completed in a manner so as to minimize any interference with the business or operation of the Facility.

(b) PP Keys shall use only licensed, insured contractors and subcontractors to complete the construction and installation of the Modular Office. KWRU is to be included as an additional insured for insurance coverages required of the general contractor. PP Keys shall inform its contractor, subcontractors, and material suppliers that the Facility shall not be subject to any lien to secure payment for work done or materials supplied. In the event a lien is placed on the Facility, PP Keys shall fully discharge any lien by settlement, bonding, or insuring over the lien in the manner prescribed by any applicable lien law.

(c) All inspections and approvals necessary and appropriate to complete the Modular Office in accordance with the Plans are the responsibility of PP Keys and its general contractor.

5. Completion of the Modular Office. The parties agree that the Modular Office shall be installed and shall be able to be occupied by March 31, 2018 ("Completion Date").

6. Damage Caused by Installation of Modular Office. Any damage to any part of the Facility which occurs due to the construction and/or installation of the Modular Office, shall be promptly repaired by PP Keys, at its expense, and all such work shall be done to KWRU's reasonable satisfaction.

7. Default and Remedies.

(a) Each of the following events shall be an "Event(s) of Default" by PP Keys under this Agreement:

(i) Failure to complete the Modular Office on or prior to the Completion Date;

(ii) Failure to comply with any obligations under this Agreement, if such failure continues for ten (10) days subsequent to written notice thereof; and/or

(iii) In the event that (i) PP Keys shall make an assignment for the benefit of creditors, or apply for the appointment of a trustee, liquidator or a receiver of any substantial

part of its assets, or shall commence any proceeding relating to itself under any bankruptcy, reorganization, arrangement or similar law; or (ii) if any such application is filed or proceeding is commenced against PP Keys and PP Keys indicates its consent thereto, or an order is entered appointing any such trustee, liquidator or receiver or approving a petition in any such proceedings and such order remains in effect for more than 60 days; or (iii) if PP Keys shall admit, in writing, its inability to pay its debts as they become due.

(b) Upon an Event of Default, KWRU may pursue any and all remedies available to it in law and/or equity.

8. Termination. Either party may terminate this Agreement upon 15 days written notice to the other party, provided that such notice is received prior to the date that (i) the modular production company commences production of the Modular Office and/or (ii) any deposit becomes non-refundable and cannot be returned. Any reasonable costs expended by PP Keys prior to the termination of this Agreement by KRWU shall be promptly reimbursed by KWRU.

9. Notice. Whenever notice is required under this Agreement, it shall be sent by certified mail, return receipt requested, by nationally recognized overnight courier service or by hand delivery to the address of the parties set forth in the preamble of this Agreement, provided the parties may change the address provided for above by notifying the other party of the new address in writing. Any notice given shall be effective upon receipt or refusal of delivery.

10. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. By execution of this instrument, the parties acknowledge that in the event of any dispute arising under this Agreement the sole venue for such dispute shall be Monroe County, Florida

11. Further Assurances. KWRU and PP Keys agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

12. Severability. If for any reason any provision of this Agreement is determined to be invalid, or unenforceable in any circumstance, such invalidity or unenforceability shall not impair the effectiveness of the other provision in this Agreement or, to the extent permissible, the effectiveness of such provision in other circumstances.

13. Successor and Assigns. The agreements contained herein shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties hereto. PP Keys shall not mortgage, pledge, sell, assign, hypothecate, or otherwise encumber, transfer or permit to be transferred in any manner or by any means whatsoever whether voluntarily or by operation of law, all or any part of its interest in this Agreement.

14. Amendments. No amendment or modification of this Agreement shall be effective executed by both parties.

15. Waiver of Jury Trial. Each of the parties waive trial by jury in any litigation, suit or proceeding between them in any court with respect to, in connection with or arising out of this Agreement, or the validity, interpretation or enforcement thereof.

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all prior understandings or agreements between the parties.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement binding on the parties hereto.

[Signature to Follow]


IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

Signed in the presence of:

KWRU:

KW RESORT UTILITIES CORP., a Florida corporation

Witness: 
Print Name: Greg Wright

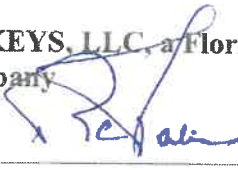
By: 
Name: Christopher A. Johnson
Title: President

Witness: 
Print Name: Robert Derrabery

PP KEYS:

PP KEYS, LLC, a Florida limited liability company

Witness: 
Print Name: Brett Smith

By: 
Name: Kristine Pabian
Title: Manager

Witness: 
Print Name: BRANDI GREEN

Nearshore Electric, Inc.

Invoice

Invoice Number:

13867

5680 1st Avenue #5
Key West, FL 33040

Invoice Date:

10/31/2017

To Our Customer:

KW Resort Utilities Corp.
PO Box 2125
Key West, FL 33045

Ship To:

--

P.O. No.	Terms	Due Date
	Due upon Receipt	10/31/2017

Project	
gen set	

Quantity	Description	Rate	Amount
0.5	10/18/17 Gen Set- Pulled all excess coils from under Gen Set.	125.00	62.50
2	10/17/17 Gen Set- Got rotation on services- Got Gen Set to run but could not get back to energize. met with Rep he needed to send passcode to get the sync control to go into auto. Checked rotation and tested auto function.	125.00	250.00
	Material and handling	473.00	473.00
8	10/16/17 Gen Set- disassembled wired on old Gen Set. Bolted on temp wires and run to temp Gen Set. Demoted out old battery charger and jacket heater circuits. Ran wire from panel to J- box tied in temp battery charger and heater for temp gen set. Ran 2 wires from temp gen set to terminal board on old gen set.	125.00	1,000.00
	Material and handling	315.00	315.00

State Certified Electrical Contractor #EC13001186

Thank You For Your Business!

Visit us on the web at:
www.NearshoreElectric.com

You may call our office to pay your bill with a credit card but you may incur a 2% surcharge

Total	Lump Sum	\$2,100.50
Payments		\$0.00
Balance Due		\$2,100.50

Phone: 305-294-3991 Fax: 305-294-3043 Email: diananearshore@bellsouth.net

KWRU 012398

Nearshore Electric, Inc.

Invoice

Invoice Number:

13841

5680 1st Avenue #5
Key West, FL 33040

Invoice Date:

10/25/2017

To Our Customer:

KW Resort Utilities
PO Box 2125
Key West, FL 33045

Ship To:

Project
* service

P.O. No.	Terms	Due Date
	Due upon Receipt	10/25/2017

Quantity	Description	Rate	Amount
2	9/13/2017 Temporary wired #3 blower tot he existing auto transformer soft start in blower #1 enclosure. Ordered 2 new soft starts for blowers 2 and 3	125.00	250.00
1	Material and handling	56.00	56.00
12	10/11/2017 Removed old soft starts for blowers 2 and 3. Installed new soft starts and programmed them for the proper settings to match motor name plate data. Started up #3 blower. Tested #2 motor and it was megging low. Wired it to the auto transformer soft start just incase it has a problem and did not want to damage new soft start. Shut down #1 blower and ran #2 blower to heat it up and raise the insulation resistance.	125.00	1,500.00
1	Material and handling	3,065.00	3,065.00
1	10/13/2017 Disconnected #2 blower from auto transformer soft start and wired to new soft start. Tested and all is good.	125.00	125.00

State Certified Electrical Contractor #EC13001186

Thank You For Your Business!

Visit us on the web at:
www.NearshoreElectric.com

You may call our office to pay your bill with a credit card but you may incur a 2% surcharge

Total	Lump Sum	\$4,996.00
Payments		\$0.00
Balance Due		\$4,996.00

Phone: 305-294-3991 Fax: 305-294-3043 Email: diananearshore@bellsouth.net

KWRU 012399



Pantropic Power, Inc.
 One Source, One Call, One Solution
 www.pantropic.com
 8205 NW 58th ST
 Miami, FL 33166

Rental Contract

DATE 10/3/2017
 Contract # RAG10032017-1
 Customer Acct. #:
 Contract valid until: 11/2/2017

Contract For: Chris A. Johnson
 KW Resort Utilities
 6630 Front Street
 Key West, FL 33040
 Phone 305-295-3301
 Cell 305-522-0052
 Email: chris@kwru.com
 Comments or Special Instructions:

JOBSITE: Same
 Name:
 Address:

Roberto Garcia
 Email: Roberto_Garcia@pantropic.com
 Phone: (305) 592-4944, ext. 3022
 Fax: (305) 675-3163
 Cell: (305) 970-5902

COI to be provided before release of equipment.

Needs unit ASAP

START DATE	COLLECTION PERIOD	ESTIMATED END DATE	SHIFT	TAXABLE?	INSURANCE?	TERMS OF PAYMENTS
10/3/2017	MONTHLY	10/31/2017	Standby (0 hrs)	Yes	Yes	CC

QUANTITY	Item ID	DESCRIPTION	Additional Description	UNIT PRICE	AMOUNT
1	XQ800_NC	800 KW Generator, internal 1250 g fuel tank. Fuel consumption is 40.2 g/hr at 3/4 load. We reserve the right to upsize the generator due to availability at same price. Voltage set to 480 volts, 3 phase.		\$ 10,000.00	\$ 10,000.00
24	4 Odd 50 Ft	4/0 50' Cam Lok Cable	Total 100 feet	\$ 60.00	\$ 1,440.00
12	4_Odd_Female_Lugged	4/0 Female Lugged Pigtail		\$ 12.00	\$ 144.00
12	4_Odd_Male_Bare	4/0 MB Pigtail		\$ 12.00	\$ 144.00
	Loss Waiver	Loss Waiver		14%	
	Rental_Evf	Environmental Fee		1%	\$ 100.00
	Rental_Fue	Fuel Charge			\$ -
	Re_Trans_E	Rental Transport External	R/T to and from Job Site	\$ 1,295.00	\$ 1,295.00

*Notes: Included in the price is 20 hours of run time per month, for testing and exercising the equipment.

SUBTOTAL	\$ 13,123.00
TAX RATE	7%
SALES TAX	\$ 827.96
OTHER	\$ -
1st MONTH TOTAL	\$ 13,950.96
SUBSEQUENT MONTH/S TOTAL	\$ 12,655.96

Roberto Garcia
 Rental Sales

Customer Signature (Required):
 Printed Name: Christopher Johnson
 Date: 10.12.2017
 PO #: Hurricane Replacement Gen.

KWRU 012400

General Terms & Conditions

1. Equipment is subject to prior sale or rental
2. Customers who do not elect to prepay fuel are subject to a refueling service charge per gallon for shortages upon return.
3. Customers are required to perform all maintenance on equipment. Neglect on customer's behalf is subject to additional charges. Customers can elect or hire our service department maintenance at additional charges as Pantropic Power offers 24 hour emergency services and preventive maintenance services.
4. Customer is responsible for all connections and disconnections of the rented equipment unless otherwise noted. Pantropic Power is NOT authorized to connect/disconnect to/from customers' load point(s).

5. Pantropic will provide top-off service and re-fueling service with fuel dispensed at market price per gallon. Customer may elect this service Yes, No, if Yes, please provide initial .

6. Proof of insurance must be provided prior to the customer taking delivery of rented equipment. If proof is not provided, customer agrees to be charged for Pantropic's Loss/Damage Waiver at 14% of the equipment rental rate.

Additional Terms & Conditions

1. **RENTAL TERM:** Rental term begins when generator leaves Pantropic's property for delivery to customer and ends when customer notifies Pantropic, in writing or email, to pick-up the generator.
2. **USE OF EQUIPMENT:** Customer agrees to use the equipment only at the specified location as indicated on the rental contract as jobsite or event site. Customer agrees to not remove, sublease, or re-rent equipment during the full rental period.
3. **TRANSPORTATION:** Charges are applicable to/from customer's location from Pantropic Power's headquarters in Miami, FL.
4. **BILLING:** All rentals are billable in advance and begin on the day equipment is first shipped to customer's site and end the day equipment is returned to Pantropic. If equipment is initially rented with a Credit Card, Pantropic is entitled to charge said card periodically and at such times for all amounts calculated to be due and owing.
5. **RETURN OF EQUIPMENT:** Customer agrees to have all rented items returned during normal business hours and in the same condition and repair as when it was delivered.
6. **RETENTION OF EQUIPMENT/EXPIRATION OF TERM:** If the customer retains the equipment after the expiration of the stated term on the contract, such retention shall be construed as a continuance of this rental contract at the same rental rate and under the same terms & conditions.
7. **OWNERSHIP OF EQUIPMENT:** The parties herein agree that Pantropic retains all rights and title to the rented equipment and customer may not have said equipment liened or pledged as collateral.
8. **RISK:** Risk is transferred to the customer upon receipt of equipment and remains with the customer until equipment is returned to Pantropic's yard. The customer is liable for all damages to the equipment while in its possession.
9. **MAINTENANCE/BREAKDOWN:** all generators must be serviced at 250 hour run time intervals (unless otherwise negotiated and stated within the rental contract) at customer's expense. Rent shall NOT ABATE due to any maintenance needs. Customer shall not attempt any repair to the rented equipment without prior written consent of Pantropic. PANTROPIC MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR THAT THE UNIT IS PROPERLY FIT FOR ANY PARTICULAR PURPOSE.
10. **ACCESS:** Pantropic reserves the right to enter the customer's location at any time upon giving prior reasonable notice to the customer in order to inspect, maintain, and/or repair the rented equipment.
11. **RESPONSIBILITY FOR LOSS/DAMAGE TO EQUIPMENT:** Customer shall be responsible for any losses or damage to the equipment resulting from any cause whatsoever. Customer agrees to bear the risk of loss or destruction of rented equipment until such time as the equipment is returned to Pantropic at the end of the rental period.
12. **INDEMNIFICATION:** CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD PANTROPIC HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH TO BODY AND PROPERTY), AND ALL COSTS AND EXPENSES RELATING TO OR ARISING OUT OF THE EQUIPMENT IN WHATEVER MANNER IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT TO PANTROPIC. Pantropic is not liable for any downtime, consequential or inconsequential damages or incidents to the customer or any third party claiming through or on behalf of the customer for use of the equipment.



ONE SOURCE-ONE CALL-ONE SOLUTION™
www.PantropicPower.com

Ft. Lauderdale Ft. Myers Miami Stuart West Palm Bch
954-797-7972 239-337-4222 305-592-4944 772-892-3442 561-640-0818

Invoice

Invoice No.: R004702
 Invoice Date: 11/8/2017
 Customer No.: 4002452
 Payment Terms:
 Order No: CREDIT CARD
 Invoice Due Date: 11/8/2017
 Invoice Amount: 12,612.68

Sold To: KW Resort Utilities Corp
 6630 Front St
 Key West FL 33040-6050

Ship To: KW Resort Utilities Corp
 6630 Front St
 Key West FL 33040-6050

Jobsite	Customer Contact Name	Customer Contact No.
	Chris Johnson	305-295-3301

Contact	Phone No.	Division
Clements, Kimmy D.		Rental
Contract No	From	To
RC02363	11/10/2017	12/7/2017

Make	Model	Serial No.	ID No.	Rate Type	Fee Type	Note	Amount
CAT	XQ800_NC	N1B00352	EQ014763	Standby	Rental fee		10,000.00
	4_Odd_50_Ft			Standby	Rental fee		1,440.00
	4_Odd_Female_Lugged			Standby	Rental fee		144.00
	4_Odd_Male_Bare			Standby	Rental fee		144.00
					Environmental fee		100.00

Invoice Notes : 2nd Month Rental Invoice Paid in Full with Credit Card on file.

****Thank You****
 Any Comments/Suggestions visit www.pantropic.com

Total	11,828.00
Sales tax	784.68

Remit Payment To: Attn: A/R
 8205 NW 58 St
 Miami FL 33166

Invoice amount 12,612.68

October 26, 2017

K.W. Resort Utilities Corp
Mr. Chris Johnson
6630 Front Street
Key West, FL 33040

Policy No: GWPKG0063312/GWFXS0063306
Term: 8/13/17-8/13/18


Dear Chris,

Enclosed is endorsement #2 adding coverage for the 800 KW Generator (XQ800 NC) being leased through Pantropic Power effective 10/12/17. Please review at your convenience and notify us of any needed changes.

Chris, as discussed, the total additional premium will be invoiced monthly for the balance of the policy term or until the generator lease is terminated.

If you have any questions, please feel free to contact us.

Regards,



Lou Morrison
C&C Consultants

Enclosure

Policy Number
GWPKG0063312

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 002

ARCH INSURANCE COMPANY

Named Insured K.W. RESORT UTILITIES CORP.

Effective Date: 10-12-17
12:01 A.M., Standard Time

Agent Name GRUNDY INSURANCE

Agent No. GW001

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by [x] below.

- Commercial Property \$ 1,672.00
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
-
-

The following item(s):

- Insured's Name
- Policy Number
- Effective/Expiration Date
- Payment Plan
- Additional Interested Parties
- Limits/Exposures
- Covered Property/Location Description
- Rates
- Insured's Mailing Address
- Company
- Insured's Legal Status/Business of Insured
- Premium Determination
- Coverage Forms and Endorsements
- Deductibles
- Classification/Class Codes
- Underlying Exposure/Insurance

is (are) changed to read {See Additional Page(s)}

SEE NEXT PAGE

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional \$ 1,672.00	Return
-------------------------------------	--	------------------------	--------

Tax and Surcharge Changes

Additional \$ 1.67	Return
--------------------	--------

Countersigned By:

James A. Grundy
 AUTHORIZED AGENT

Policy Number
GWPKG0063312

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 002

ARCH INSURANCE COMPANY

Named Insured K.W. RESORT UTILITIES CORP.

Effective Date: 10-12-17
12:01 A.M., Standard Time

Agent Name GRUNDY INSURANCE

Agent No. GW001

POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)

AMENDED MOBILE EQUIPMENT LIMIT TO \$200,000
AMENDED FORM SD006 ATTACHED
AMENDED FORM SD009 ATTACHED
ADDED FORM SD040 ATTACHED
AMENDED FORM SD069 ATTACHED

THE FOLLOWING ADDITIONAL INTEREST (LOSS PAYEE) HAS BEEN ADDED TO THE POLICY:

PANTROPIC POWER
8205 NW 58TH STREET
MIAMI FL 33166

THE FOLLOWING ADDITIONAL INTEREST (ADDL INSURED) HAS BEEN ADDED TO THE POLICY:

PANTROPIC POWER
8205 NW 58TH STREET
MIAMI FL 33166

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

REMOVAL PERMIT

If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part:
If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

FAIC-SKLBUS-COCHG (6/01)

INSURED COPY

KWRU 012405

Policy Number
GWPKG0063312

SCHEDULE OF TAXES, SURCHARGES OR FEES

ARCH INSURANCE COMPANY

Named Insured K.W. RESORT UTILITIES CORP.

Effective Date: 10-12-17
12:01 A.M., Standard Time

Agent Name GRUNDY INSURANCE

Agent No. GW001

TAXES/SURCHARGES DETAILED BREAKDOWN :

FL-COMMERCIAL PROPERTY SURCHARGE	\$	1.67
TOTAL TAXES/SURCHARGES	\$	----- 1.67

ARCH INSURANCE COMPANY

**WATER DISTRICTS INSURANCE PROGRAM
PROPERTY AND INLAND MARINE COVERAGE PART SUPPLEMENTAL DECLARATIONS**

These Supplemental Declarations form a part of policy number **GWPKG0063312**

SCHEDULE OF COVERAGES AND LIMITS OF INSURANCE

Policy Limit of Insurance:

Real and Personal Property (Owned) and
Mobile Equipment (Owned)

Blanket Limit Per Schedule on file
Schedule on File

Deductibles: Property \$ 2,500 Per Occurrence
Inland Marine \$ 500 Per Occurrence

Covered Property

Limit of Insurance

Aboveground Piping	\$100,000 Per Occurrence
Above and Belowground Penstock	\$100,000 Per Occurrence
Communication Equipment	\$100,000 Per Occurrence
Computer Equipment and Electronic Media	\$100,000 Per Occurrence
Fine Arts	\$5,000 Per Occurrence
Mobile Equipment (Non-owned)	\$200,000 Per Occurrence
Outdoor Property including Signs	\$100,000 Per Occurrence
Paved Surfaces	\$100,000 Per Occurrence
Property in the Course of Construction	\$100,000 Per Occurrence
Real and Personal Property (Of Others)	\$100,000 Per Occurrence
Trees, Shrubs, and Landscape Plantings	\$1,000 Per Occurrence, No more than \$1,000 any one tree, shrub or landscape planting
Underground Piping (Within 100 feet of Premises)	\$100,000 Per Occurrence
Valuable Papers and Records	\$100,000 Per Occurrence

Coverage Extensions

Limit of Insurance

Accounts Receivable	\$100,000 Per Occurrence
Ammonia Contamination	\$100,000 Per Occurrence
Arson and Crime Reward	\$10,000 Per Occurrence
Bridges	\$1,000 Per Occurrence
Collapse	Included in Policy Limit of Insurance
Debris Removal	\$25,000 Per Occurrence
Demolition and Increased Cost of Construction	\$100,000 Per Occurrence
Expediting Expenses	\$100,000 Per Occurrence
Extra Expense	\$100,000 Per Occurrence
Fire Department Service Charge	\$25,000 Per Occurrence
Loss of Income	\$100,000 Per Occurrence
Pollutant Clean Up and Removal	\$25,000 Per 12-Month Policy Period
Preservation of Property	\$100,000 Per Occurrence
Rental Value	\$100,000 Per Occurrence
Utility Interruption	\$100,000 Per Occurrence
Vacant Buildings	\$100,000 Per Occurrence

Mortgageholder Name And Mailing Address: Branch Banking and Trust Co., Its Successors and/or
Assigns as Their Interests May Appear
P.O. Box 200047
Kennesaw, GA 30156-9246

Forms And Endorsements

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue: See SD069 00

Premium: \$ Included

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

SD006 00 03 04

KWRU 012407

ARCH INSURANCE COMPANY

ENDORSEMENT NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0063312	08	13	2017	X		K.W. RESORT UTILITIES, CORP.	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

WATER DISTRICTS INSURANCE PROGRAM – PROPERTY AND INLAND MARINE COVERAGE

SCHEDULE				
Description of Property	Loss Payee (Name & Address)	Provisions Applicable		
		Loss Payable	Lender's Loss Payable	Contract of Sale
ALL PROPERTY AND INLAND MARINE OWNED EQUIPMENT	Branch Banking & Trust Co., Its Successors and/or Assigns as Their Interests May Appear P.O. Box 200047 Kennesaw, GA 30156-9246	X		
Golf Cart	Yamaha Motor Corp., USA Attn: Commercial Customer Fin. 6555 Katella Ave. Cypress, CA 90630	X		
RC630 PUMP S#LNR-1 MOTOR S#10071 AKJ	AIRVAC, INC. ATTN: MIKE ROSS P O BOX 528 ROCHESTER, IN 46975	X		
LEASED & RENTED EQUIPMENT	PANTROPIC POWER 8205 NW 58 TH STREET MIAMI, FL 33166	X		

The following is added to **SECTION VII – LOSS PAYMENT**, as indicated by an "X" in the Schedule:

ARCH INSURANCE COMPANY

A. Loss Payable

For Covered Property in which both you and a Loss Payee shown in the Schedule have an insurable interest, we will:

1. Adjust losses with you; and

2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

B. Lender's Loss Payable

1. The Loss Payee shown in the Schedule is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;

ARCH INSURANCE COMPANY

- b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgages, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- 3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- 4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

C. Contract of Sale

- 1. The Loss Payee shown in the Schedule is a person or organization you have entered a contract with for the sale of Covered Property.
- 2. For Covered Property in which both you and the loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
- 3. The following is added to **F. Other Insurance** under **SECTION XI - CONDITIONS**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

ARCH INSURANCE COMPANY

ENDORSEMENT NO. 02

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (Standard Time)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 A.M.	NOON		
GWPKG0063312	10	12	2017	X		K.W. RESORT UTILITIES CORP.	GW001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

PANTROPIC POWER
8205 NW 58TH STREET
MIAMI, FL 33166

SECTION IV -- WHO IS AN INSURED is amended to include as an Insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

DATE

ARCH INSURANCE COMPANY

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. GWPKG0063312

Effective Date: 08/13/2017

12:01 A.M., Standard Time

Named Insured K.W.RESORT UTILITIES CORP.

Agent No. GW001

COMMON POLICY FORMS AND ENDORSEMENTS

SD065 00	03-04	Common Policy Conditions
SD066 00	03-04	Water Districts Insurance Program Common Policy Declarations
SD099 10	03-04	Florida Changes – Cancellation and Nonrenewal
05ML000210	09-12	Florida Signature Page
00ML0065 00	06-07	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
00MLT003600	01-06	Terrorism Coverage Disclosure Notice Disclaimer

PROPERTY FORMS AND ENDORSEMENTS

SD012 00	03-04	Exclusion of Certain Date/Time Computer Related Losses
SD005 00	03-04	Water Districts Insurance Program Property and Inland Marine Coverage Part
SD031 00	03-04	Equipment Breakdown Endorsement
SD022 00	03-04	Submersible Pumps Coverage
SD024 00	03-04	Windstorm or Hail Exclusion
SD006 00	03-04	Water Districts Insurance Program Property and Inland Marine Coverage Part – Supplemental Declarations
SD017 00	03-04	Limited Coverage - "Fungus", Wet Rot, Dry Rot and Bacteria
SD009 00	03-04	Loss Payable Provisions
SD100 10	09-15	Florida Changes - Property / IM
SD014 00	03-04	Earthquake Coverage - Sublimit
SD013 00	03-04	Flood Coverage Sublimit Endo.
SD287 00	01-15	Limitation of Coverage for Certified Acts of Terrorism (Sub-Limit on Annual Aggregate Basis)

CRIME

SD035 00	03-04	Water Districts Insurance Program Crime Coverage Part - Supplemental Declarations
SD034 00	03-04	Water Districts Insurance Program Crime Coverage Part
SD101 10	03-04	Florida Changes – Legal Action Against Us

LIABILITY FORMS AND ENDORSEMENTS

SD037 00	03-04	Water Districts Insurance Program Liability Coverage Part
SD038 00	03-04	Water Districts Insurance Program Liability Coverage Part Supplemental Declarations
SD 072 00	03-04	Exclusion-Dams
SD051 00	03-04	Exclusion - Year 2000 Computer-Related and Other Electronic Problems
SD040 00	03-04	Additional Insured-Designated Person or Organization
SD043 00	03-04	Blanket Additional Insured Endt.
SD290 00	01-15	Certified Acts of Terrorism Aggregate Limit; Cap on Losses from Certified Acts of Terrorism
SD072 00	03-04	Recycled Water

AUTOMOBILE FORMS AND ENDORSEMENTS

CA0001	10-01	BUSINESS AUTO COVERAGE FORM
FAIC-SKLBUS-DEC	06-01	Business Auto Cov. Form Dec.
FAIC-SKLBUS-S	06-01	Schedule of Covered Autos
IL 0017	11-98	Common Policy Conditions
IL 0021	07-02	Nuclear Energy Liability Excl.
CA 9933	02-99	Employees As Insured
CA 0045	03-03	Florida War Exclusion
Faic-Sklbus-Spae	06-01	Schedule of Loss Payee's
IL 0003	07-02	Calculation of Premium
CA 0128	02-03	Florida Changes
CA 0267	10-94	Florida Changes – Cancellation and Nonrenewal
CA 9944	12-93	Loss Payable Clause
CA 9903	07-97	Auto Medical Payments
CA 2210	10-02	Florida Personal Injury Protect.
CA 2172	04-01	FI Uninsured MotoristCov-Non-Stacked



P.O. Box 291579 • Tampa, FL 33687-1579
PH: 855.CLAIM15 • claims@safepointins.com

November 12, 2017

KW Resort
PO Box 2125
Key West, FL 33040

Re: Policyholder : KW Resort
Claim Number : 20000058
Policy Number : 44967
Date of Loss : September 10, 2017
Loss Location : 6630 Front St., Key West, FL 33040

Dear KW Resort:

This letter is sent in response to the settlement of your claim submitted to SafePoint Insurance Company for the wind related damages to your building located at 6630 Front St., Key West, FL 33040. You are being provided a copy of our estimate for the repairs covered under your policy. Should you have any questions, please feel free to contact me at 813-296-8473.

The claim was reported to SafePoint Insurance Company as damage to your building from Hurricane Irma that occurred on September 10, 2017. We inspected the damages to your property on November 4, 2017. Our investigation determined damages to the roof and interior of the insured building were consistent with wind from Hurricane Irma. Based on our estimate and the conditions of your policy, settlement of your claim is outlined below:

Replacement Cost Value	\$28,343.42
Less Depreciation	<u>(\$6,850.11)</u>
Actual Cash Value	\$21,493.31
Less Deductible	<u>(\$ 2,100.00)</u>
Net Claim	\$19,393.31

Peace of Mind
Starts Here.

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and substantial civil penalties.

If this document contains an excerpt from the Insurance Policy ("the Policy") it is provided here for informational purposes only. This excerpt is not the official version of the Policy. The official version of the Policy is the policy issued to the insured on the policy effective date. In the event there is inconsistency between this document and the Policy, the Policy shall serve as the official version.

KWRU 012413



P.O. Box 291579 • Tampa, FL 33687-1579
PH: 855.CLAIM15 • claims@safepointins.com

This payment represents the Actual Cash Value (ACV) of your property at the time of the loss. Payment is determined by deducting the depreciation from the replacement cost. Depreciation is the reduction in value based on age, condition, deterioration, and obsolescence.

It is our goal to provide you with prompt and accurate statements as to the coverages afforded by your policy for this loss. However, there may be other additional reasons not readily apparent from the facts presently available why coverage does not apply to this loss. The above discussion of coverage and/or declination of coverage are based on the information available to us. We reserve the right to alter our determination or assert additional policy defenses if new information is introduced.

Should you be aware of additional information, which you feel has not been taken into account, please advise us of immediately on receipt of this correspondence. Likewise, we do not expect you to waive any of your rights under your insurance policy.

Should you have any questions, please feel free to contact me at 813-296-8473.

Respectfully,

Carl Cruse
SafePoint Insurance Company

cc: Island Insurance Agency

Enclosure: Repair Estimate

Peace of Mind
Starts Here

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and substantial civil penalties.

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KWRU 012414

Safepoint Insurance Company

PO Box 291579
Tampa, FL 33687

64-79/611

SunTrust

50184

11/20/2017

Claim Account

CHECK AMOUNT

\$\$\$19,393.31**

Void if not cashed within 180 days

PAY Nineteen Thousand Three Hundred Ninety Three and 31/100*****

TO THE ORDER OF K W RESORT INC

BY *[Signature]*
AUTHORIZED SIGNATURE

BY *[Signature]*
AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

Policy: 44967 ClaimID: 20000058

MEMO:

⑈050184⑈ ⑆061100790⑆ 8800636295⑈

Safepoint Insurance Company

Claim Account

CHECK DATE	11/20/2017
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CHECK AMOUNT	\$19,393.31
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CHECK NUMBER	50184
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K W RESORT INC

Insured: K W RESORT INC
Policy: 44967 ClaimID: 20000058
Examiner: CARL CRUSE
Description: ACV Payment - Building Damage

Description

Amount

\$19,393.31

Safepoint Insurance Company
PO Box 291579
Tampa, FL 33687

K W RESORT INC
PO BOX 2125
KEY WEST FL, 33040

KWRU 012415

Form 617-BG



HISI, Inc.

PO Box 1669
Riverview, FL 33568

Insured: Key West Resort Utilities
Property: 6630 Front Street
Key West, FL 33040

Claim Rep.: Jason D. Hisey

Estimator: Jason D. Hisey

Claim Number: 20000058

Policy Number: 00044967-3

Type of Loss: Wind Damage

Date Contacted: 10/23/2017

Date of Loss: 9/10/2017

Date Inspected: 11/4/2017

Date Received: 10/19/2017

Date Entered: 11/6/2017

Price List: FLKW8X_NOV17
Restoration/Service/Remodel

Estimate: KWRU_20000058

This is a repair estimate. The insurance policy may contain provisions that may reduce any payment that might be made. Receipt of a copy of this estimate is not to be interpreted as an acceptance of liability by the insurer. All estimate figures are subject to company review and approval; this is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. The adjuster nor appraiser have the authority to authorize or guarantee payment. The representative assumes no responsibility for the quality of repairs that might be made. A copy of this document does not constitute final settlement of any claim or loss. The figures contained in this estimate are subject to all parties approval.

KWRU 012416



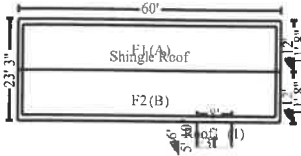
HISI, Inc.

PO Box 1669
Riverview, FL 33568

KWRU_2000058

Main Level

Shingle Roof



1488.27 Surface Area
196.08 Total Perimeter Length

14.88 Number of Squares
60.00 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Remove 3 tab - 25 yr. - composition shingle roofing - incl. felt	14.88 SQ	64.78	0.00	192.78	1,156.71	<0.00>	1,156.71
2. 3 tab - 25 yr. - comp. shingle roofing - w/out felt	16.67 SQ	251.17	119.37	861.28	5,167.65	<2,583.82>	2,583.83
3. Roofing felt - 30 lb.	14.88 SQ	49.19	17.67	149.94	899.56	<562.21>	337.35
4a. Remove Roof vent - turtle type - Metal	14.00 EA	9.88	0.00	27.66	165.98	<0.00>	165.98
4b. Roof vent - turtle type - Metal	14.00 EA	73.20	18.11	208.58	1,251.49	<446.96>	804.53
5a. Remove Flashing - pipe jack - split boot	2.00 EA	7.74	0.00	3.10	18.58	<0.00>	18.58
5b. Flashing - pipe jack - split boot	2.00 EA	79.23	4.88	32.68	196.02	<70.00>	126.02
6a. Remove Drip edge	196.08 LF	0.36	0.00	14.12	84.71	<0.00>	84.71
6b. Drip edge	196.08 LF	2.76	9.85	110.22	661.25	<236.15>	425.10
Totals: Shingle Roof			169.88	1,600.36	9,601.95	3,899.14	5,702.81
Total: Main Level			169.88	1,600.36	9,601.95	3,899.14	5,702.81

Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
7a. Remove Siding - vinyl	600.00 SF	0.47	0.00	56.40	338.40	<0.00>	338.40
7b. Siding - vinyl	600.00 SF	4.05	73.35	500.68	3,004.03	<751.01>	2,253.02
8a. Remove Skirting - vinyl or plastic - 24" to 36"	120.00 LF	1.27	0.00	30.48	182.88	<0.00>	182.88
8b. Skirting - vinyl or plastic - 24" to 36"	120.00 LF	9.66	36.45	239.14	1,434.79	<398.55>	1,036.24
Totals: Exterior			109.80	826.70	4,960.10	1,149.56	3,810.54

Interior

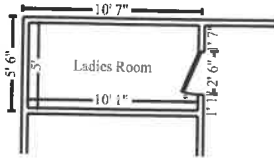


HISI, Inc.

PO Box 1669
Riverview, FL 33568

Ladies Room

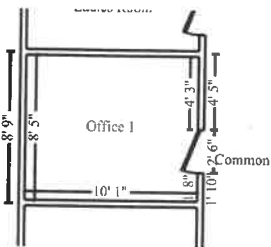
Height: 8'



240.73 SF Walls
290.96 SF Walls & Ceiling
5.58 SY Flooring
30.09 LF Ceil. Perimeter

50.23 SF Ceiling
50.23 SF Floor
30.09 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
9a. Remove Paneling - mobile home	25.11 SF	0.37	0.00	1.86	11.15	<0.00>	11.15
9b. Paneling - mobile home	25.11 SF	2.76	1.24	14.10	84.64	<7.05>	77.59
10a. Remove Batt insulation - 6" - R19 - unfaced batt	25.11 SF	0.32	0.00	1.60	9.64	<0.00>	9.64
10b. Batt insulation - 6" - R19 - unfaced batt	25.11 SF	0.91	0.96	4.78	28.59	<2.39>	26.20
11. Toilet - Detach & reset	1.00 EA	238.29	0.36	47.74	286.39	<0.00>	286.39
12a. Remove Vinyl tile - self adhesive	50.23 SF	1.24	0.00	12.46	74.75	<0.00>	74.75
12b. Vinyl tile - self adhesive	50.23 SF	2.36	4.07	24.52	147.13	<36.78>	110.35
Totals: Ladies Room			6.63	107.06	642.29	46.22	596.07



Office 1

Height: 8'

295.08 SF Walls
379.44 SF Walls & Ceiling
9.37 SY Flooring
36.89 LF Ceil. Perimeter

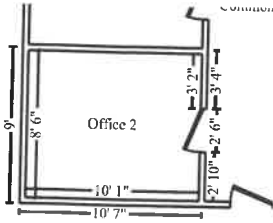
84.35 SF Ceiling
84.35 SF Floor
36.89 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
13a. Remove Paneling - mobile home	16.87 SF	0.37	0.00	1.24	7.48	<0.00>	7.48
13b. Paneling - mobile home	16.87 SF	2.76	0.83	9.48	56.87	<4.74>	52.13
14a. Remove Batt insulation - 6" - R19 - unfaced batt	16.87 SF	0.32	0.00	1.08	6.48	<0.00>	6.48
14b. Batt insulation - 6" - R19 - unfaced batt	16.87 SF	0.91	0.65	3.22	19.22	<1.61>	17.61
15a. Remove Vinyl tile - self adhesive	84.35 SF	1.24	0.00	20.92	125.51	<0.00>	125.51
15b. Vinyl tile - self adhesive	84.35 SF	2.36	6.83	41.18	247.08	<61.77>	185.31
16. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	15.14	0.00	3.02	18.16	<0.00>	18.16
Totals: Office 1			8.31	80.14	480.80	68.12	412.68



HISI, Inc.

PO Box 1669
Riverview, FL 33568



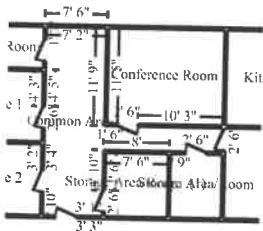
Office 2

Height: 8'

296.73 SF Walls
382.12 SF Walls & Ceiling
9.49 SY Flooring
37.09 LF Ceil. Perimeter

85.39 SF Ceiling
85.39 SF Floor
37.09 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
17a. Remove Paneling - mobile home	25.62 SF	0.37	0.00	1.90	11.38	<0.00>	11.38
17b. Paneling - mobile home	25.62 SF	2.76	1.27	14.40	86.38	<7.20>	79.18
18a. Remove Batt insulation - 6" - R19 - unfaced batt	25.62 SF	0.32	0.00	1.64	9.84	<0.00>	9.84
18b. Batt insulation - 6" - R19 - unfaced batt	25.62 SF	0.91	0.98	4.86	29.15	<2.43>	26.72
19a. Remove Paneling - mobile home-Walls*	296.73 SF	0.37	0.00	21.96	131.75	<0.00>	131.75
19b. Paneling - mobile home-Walls*	296.73 SF	2.76	14.69	166.74	1,000.40	<83.37>	917.03
20a. Remove Vinyl tile - self adhesive	85.39 SF	1.24	0.00	21.18	127.06	<0.00>	127.06
20b. Vinyl tile - self adhesive	85.39 SF	2.36	6.92	41.68	250.12	<62.54>	187.58
21. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	15.14	0.00	3.02	18.16	<0.00>	18.16
22. Window blind - horizontal or vertical - Detach & reset	2.00 EA	35.62	0.00	14.24	85.48	<0.00>	85.48
23a. Remove Window trim set (casing & stop)	24.00 LF	0.56	0.00	2.68	16.12	<0.00>	16.12
23b. Window trim set (casing & stop)	24.00 LF	4.13	2.02	20.22	121.36	<10.11>	111.25
24. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	27.97	0.57	11.30	67.81	<56.51>	11.30
25. Shelving - Detach & reset	4.00 LF	8.52	0.01	6.82	40.91	<0.00>	40.91
26. Remove CAT5 data/phone panel*	1.00 EA	5.89	0.00	1.18	7.07	<0.00>	7.07
27. Install CAT5 data/phone panel*	1.00 EA	97.17	0.00	19.44	116.61	<0.00>	116.61
Totals: Office 2			26.46	353.26	2,119.60	222.16	1,897.44



Common Area

Height: 8'

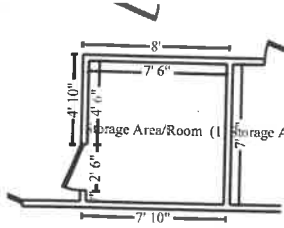
703.69 SF Walls
906.03 SF Walls & Ceiling
22.48 SY Flooring
87.96 LF Ceil. Perimeter

202.34 SF Ceiling
202.34 SF Floor
87.96 LF Floor Perimeter



HISI, Inc.

PO Box 1669
Riverview, FL 33568

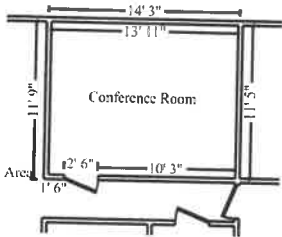


Subroom: Storage Area/Room (1)

Height: 8'

241.67 SF Walls	57.03 SF Ceiling
298.71 SF Walls & Ceiling	57.03 SF Floor
6.34 SY Flooring	30.21 LF Floor Perimeter
30.21 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
28a. Remove Paneling - mobile home	103.75 SF	0.37	0.00	7.68	46.07	<0.00>	46.07
28b. Paneling - mobile home	103.75 SF	2.76	5.14	58.30	349.79	<29.15>	320.64
29a. Remove Batt insulation - 6" - R19 - unfaced batt	103.75 SF	0.32	0.00	6.64	39.84	<0.00>	39.84
29b. Batt insulation - 6" - R19 - unfaced batt	103.75 SF	0.91	3.97	19.68	118.06	<9.84>	108.22
30a. Remove Vinyl tile - self adhesive	259.37 SF	1.24	0.00	64.32	385.94	<0.00>	385.94
30b. Vinyl tile - self adhesive	259.37 SF	2.36	21.01	126.62	759.74	<189.93>	569.81
31a. Remove Vinyl cove - 4" wrap	118.17 LF	2.14	0.00	50.58	303.46	<0.00>	303.46
31b. Vinyl cove - 4" wrap	118.17 LF	8.51	14.89	204.10	1,224.62	<306.16>	918.46
32. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA	15.14	0.00	6.06	36.34	<0.00>	36.34
33. Detach & Reset Fluorescent light fixture	2.00 EA	67.90	0.00	27.16	162.96	<0.00>	162.96
34. Smoke detector - Detach & reset	1.00 EA	45.30	0.00	9.06	54.36	<0.00>	54.36
Totals: Common Area			45.01	580.20	3,481.18	535.08	2,946.10



Conference Room

Height: 8'

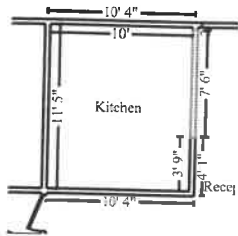
405.02 SF Walls	158.61 SF Ceiling
563.63 SF Walls & Ceiling	158.61 SF Floor
17.62 SY Flooring	50.63 LF Floor Perimeter
50.63 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
35a. Remove Vinyl tile - self adhesive	158.61 SF	1.24	0.00	39.34	236.02	<0.00>	236.02
35b. Vinyl tile - self adhesive	158.61 SF	2.36	12.85	77.44	464.61	<116.16>	348.45
36a. Remove Vinyl cove - 4" wrap	50.63 LF	2.14	0.00	21.68	130.03	<0.00>	130.03
36b. Vinyl cove - 4" wrap	50.63 LF	8.51	6.38	87.46	524.70	<131.17>	393.53
Totals: Conference Room			19.23	225.92	1,355.36	247.33	1,108.03



HISI, Inc.

PO Box 1669
Riverview, FL 33568



Kitchen

Height: 8'

292.35 SF Walls
406.32 SF Walls & Ceiling
12.66 SY Flooring
42.79 LF Ceil. Perimeter

113.97 SF Ceiling
113.97 SF Floor
35.29 LF Floor Perimeter

Missing Wall - Goes to Floor

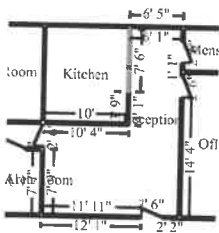
7' 6" X 6' 8"

Opens into RECEPTION

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
37a. Remove Vinyl tile - self adhesive	113.97 SF	1.24	0.00	28.26	169.58	<0.00>	169.58
37b. Vinyl tile - self adhesive	113.97 SF	2.36	9.23	55.64	333.84	<83.46>	250.38
38a. Remove Vinyl cove - 4" wrap	23.21 LF	2.14	0.00	9.94	59.61	<0.00>	59.61
38b. Vinyl cove - 4" wrap	23.21 LF	8.51	2.92	40.08	240.52	<60.14>	180.38
39. Cabinetry - lower (base) units - Detach & reset	10.08 LF	69.68	0.00	140.48	842.85	<0.00>	842.85
40. Sink - double - Detach & reset	1.00 EA	156.88	0.00	31.38	188.26	<0.00>	188.26
41. Detach & Reset Sink faucet - Kitchen	1.00 EA	118.16	0.00	23.64	141.80	<0.00>	141.80
42. Detach & Reset P-trap assembly - ABS (plastic)	1.00 EA	58.68	0.00	11.74	70.42	<0.00>	70.42
43a. Remove Angle stop valve	2.00 EA	5.50	0.00	2.20	13.20	<0.00>	13.20
43b. Angle stop valve	2.00 EA	33.86	1.08	13.76	82.56	<10.32>	72.24
44. Detach & Reset Countertop - flat laid plastic laminate	10.08 LF	19.60	0.00	39.52	237.09	<0.00>	237.09
45. Detach & Reset 4" backsplash for flat laid countertop	12.08 LF	3.98	0.05	9.64	57.77	<0.00>	57.77

Totals: Kitchen

13.28 406.28 2,437.50 153.92 2,283.58



Reception

Height: 8'

573.69 SF Walls
822.89 SF Walls & Ceiling
27.69 SY Flooring
77.96 LF Ceil. Perimeter

249.21 SF Ceiling
249.21 SF Floor
70.46 LF Floor Perimeter

Missing Wall - Goes to Floor

7' 6" X 6' 8"

Opens into KITCHEN

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
46a. Remove Vinyl tile - self adhesive	249.21 SF	1.24	0.00	61.80	370.82	<0.00>	370.82
46b. Vinyl tile - self adhesive	249.21 SF	2.36	20.19	121.66	729.99	<182.50>	547.49
47a. Remove Vinyl cove - 4" wrap	70.46 LF	2.14	0.00	30.16	180.94	<0.00>	180.94
47b. Vinyl cove - 4" wrap	70.46 LF	8.51	8.88	121.70	730.19	<182.54>	547.65

Totals: Reception

29.07 335.32 2,011.94 365.04 1,646.90

KWRU_20000058

11/12/2017

Page: 6

KWRU 012421

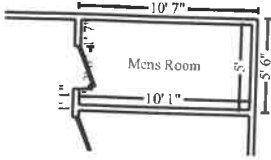


HISI, Inc.

PO Box 1669
Riverview, FL 33568

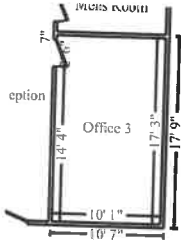
Mens Room

Height: 8'



240.73 SF Walls	50.23 SF Ceiling
290.96 SF Walls & Ceiling	50.23 SF Floor
5.58 SY Flooring	30.09 LF Floor Perimeter
30.09 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
48a. Remove Vinyl tile - self adhesive	50.23 SF	1.24	0.00	12.46	74.75	<0.00>	74.75
48b. Vinyl tile - self adhesive	50.23 SF	2.36	4.07	24.52	147.13	<36.78>	110.35
Totals: Mens Room			4.07	36.98	221.88	36.78	185.10



Office 3

Height: 8'

436.42 SF Walls	173.09 SF Ceiling
609.51 SF Walls & Ceiling	173.09 SF Floor
19.23 SY Flooring	54.55 LF Floor Perimeter
54.55 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
49a. Remove Vinyl tile - self adhesive	173.09 SF	1.24	0.00	42.92	257.55	<0.00>	257.55
49b. Vinyl tile - self adhesive	173.09 SF	2.36	14.02	84.50	507.01	<126.76>	380.25
Totals: Office 3			14.02	127.42	764.56	126.76	637.80

Total: Interior

166.08	2,252.58	13,515.11	1,801.41	11,713.70
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Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
50. Insulation labor minimum*	1.00 EA	64.12	0.00	12.82	76.94	<0.00>	76.94
51. Electrical labor minimum*	1.00 EA	3.37	0.00	0.68	4.05	<0.00>	4.05
52. Painting labor minimum*	1.00 EA	154.39	0.00	30.88	185.27	<0.00>	185.27
Totals: Labor Minimums Applied			0.00	44.38	266.26	0.00	266.26

Line Item Totals: KWRU_2000058

445.76	4,724.02	28,343.42	6,850.11	21,493.31
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HISI, Inc.

PO Box 1669
Riverview, FL 33568

Grand Total Areas:

3,946.40 SF Walls	1,271.31 SF Ceiling	5,217.72 SF Walls and Ceiling
1,271.31 SF Floor	141.26 SY Flooring	490.80 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	505.80 LF Ceil. Perimeter
1,271.31 Floor Area	1,384.33 Total Area	3,946.40 Interior Wall Area
1,616.55 Exterior Wall Area	165.64 Exterior Perimeter of Walls	
1,488.27 Surface Area	14.88 Number of Squares	196.08 Total Perimeter Length
60.00 Total Ridge Length	0.00 Total Hip Length	



HISI, Inc.

PO Box 1669
Riverview, FL 33568

Summary for Building 1

Line Item Total	23,173.64
Material Sales Tax	445.76
Subtotal	<hr/> 23,619.40
Overhead	2,362.01
Profit	2,362.01
Replacement Cost Value	<hr/> \$28,343.42
Less Non-recoverable Depreciation	<6,850.11>
Actual Cash Value	<hr/> \$21,493.31
Less Deductible	(2,100.00)
Net Claim	<hr/> \$19,393.31 <hr/>

Jason D. Hisey



HISI, Inc.

PO Box 1669
Riverview, FL 33568

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7.5%)	Cleaning Mat Tax (7.5%)	Total Cleaning Tax (7.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (7.5%)
Line Items	2,362.01	2,362.01	445.76	0.00	0.00	0.00	0.00	0.00
Total	2,362.01	2,362.01	445.76	0.00	0.00	0.00	0.00	0.00



HISI, Inc.

PO Box 1669
Riverview, FL 33568

Recap by Room

Estimate: KWRU_20000058

Area: Main Level

Shingle Roof

7,831.71 33.80%

Area Subtotal: Main Level

Exterior

7,831.71 33.80%
4,023.60 17.36%

Area: Interior

Ladies Room

Office 1

528.60 2.28%

Office 2

392.35 1.69%

Common Area

1,739.88 7.51%

Conference Room

2,855.97 12.32%

Kitchen

1,110.21 4.79%

Reception

2,017.94 8.71%

Mens Room

1,647.55 7.11%

Office 3

180.83 0.78%

623.12 2.69%

Area Subtotal: Interior

Labor Minimums Applied

11,096.45 47.88%

221.88 0.96%

Subtotal of Areas

23,173.64 100.00%

Total

23,173.64 100.00%



HISI, Inc.

PO Box 1669
Riverview, FL 33568

Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CABINETS	948.02		948.02
GENERAL DEMOLITION	3,961.08		3,961.08
ELECTRICAL	48.67		48.67
ELECTRICAL - SPECIAL SYSTEMS	97.17		97.17
FLOOR COVERING - VINYL	5,123.32	1,537.00	3,586.32
FINISH CARPENTRY / TRIMWORK	133.20	9.91	123.29
HEAT, VENT & AIR CONDITIONING	60.56		60.56
INSULATION	220.04	15.60	204.44
LIGHT FIXTURES	135.80		135.80
MOBILE HOMES, SKIRTING & SETUP	1,159.20	386.40	772.80
PLUMBING	639.73	10.16	629.57
PANELING & WOOD WALL FINISHES	1,291.89	129.20	1,162.69
PAINTING	210.33	55.94	154.39
ROOFING	6,643.39	3,800.20	2,843.19
SIDING	2,430.00	729.00	1,701.00
WINDOW TREATMENT	71.24		71.24
O&P Items Subtotal	23,173.64	6,673.41	16,500.23
Material Sales Tax	445.76	176.70	269.06
Overhead	2,362.01		2,362.01
Profit	2,362.01		2,362.01
Total	28,343.42	6,850.11	21,493.31



Wharton-Smith, Inc.
CONSTRUCTION GROUP

125 W. Indiantown Road, Suite 201
Jupiter, FL 33458
Phone: (561) 748-5956 Fax: (561) 748-5958

TRANSMITTAL No. 00001

Dated: November 2, 2017

To

Christopher A. Johnson
KW Resort Utilities Corp.
6630 Front Street
Key West, FL 33040
Phone: 305-295-3301

Job #: 17-160
Project: KWRU WWTP Filter Replacement
Re: Signed Contract, Bonds, COI
Sent Via: UPS
Submitted: For Approval

General Items

<u>Copies</u>	<u>Description</u>
1	Agreement signed by WSI
1	Performance and Payment Bonds
1	Certificate of Insurance

Remarks:

If you should have any questions regarding the enclosed documents, please contact Greg Williams at 561-345-1858.

Thank you.

Signed: _____

Angela Kushner

cc: File
Transmittal

KWRU 012428 F_0500_20140428

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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

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


PRODUCER Bouchard Insurance, Inc. 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481	CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: certificates@bouchardinsurance.com														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Amerisure Insurance Company</td> <td>19488</td> </tr> <tr> <td>INSURER B : Starr Indemnity & Liability Co</td> <td>38318</td> </tr> <tr> <td>INSURER C : Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance Co</td> <td>37885</td> </tr> <tr> <td>INSURER E : Berkely Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Insurance Company	19488	INSURER B : Starr Indemnity & Liability Co	38318	INSURER C : Liberty Insurance Underwriters	19917	INSURER D : XL Specialty Insurance Co	37885	INSURER E : Berkely Assurance Company	39462	INSURER F :
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INSURER F :															
INSURED Wharton-Smith, Inc. 125 W. Indiantown Road Suite 201 Jupiter, FL 33458															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GL20361081201	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA20361071201	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	1000023609	04/01/2017	04/01/2018	EACH OCCURRENCE \$20,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	100008433604	04/01/2017	04/01/2018	AGGREGATE \$20,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC203610911	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Rented Equipment			UM00024961MA17A	04/01/2017	04/01/2018	\$1,500,000
E	Pollution Liab			CADB50004750417	04/01/2017	04/01/2018	\$5,000,000
E	Professional Liab			CADB50004750417	04/01/2017	04/01/2018	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: WS Job #17-160 - KW Resort Utility Waste Water Treatment Plant Filter Replacement
 See attached for Builders Risk Policy Information.
 Complete Certificate Holder(s): KW Resort Utility Corporation, The Weiler Engineering Corporation and any other entity as required by the contract documents.
 (See Attached Descriptions)

CERTIFICATE HOLDER KW Resort Utility Corporation 6630 Front Street Key West, FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

Certificate holder is additional insured as respects General Liability, Automobile Liability and Umbrella Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

Coverage is primary as respects to General Liability and Automobile Liability and non-contributory as subject to the terms, conditions and exclusions of your policy.

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Automobile Liability and Workers Compensation only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

It is agreed by endorsement to the General Liability, Automobile Liability and Workers Compensation policies that this policy shall not be cancelled by the insurance carrier without first giving thirty (30) days prior written notice except for nonpayment of premium or if the first named insured elects to non renew.

Blanket Loss Payee applies for Rented and Leased Equipment.

Rented and Leased Equipment deductible:

\$2,500 standard deductible.

2% subject to \$10K minimum deductible applies to all cranes, directional boring equipment and items valued over \$750,000

BUILDER'S RISK COVERAGE

NAMED INSURED: Wharton-Smith, Inc.
COMPANY: XL Specialty Insurance Company
NAIC #37885 AM Best Rating: A (Excellent), XV (\$2 Billion or greater)
POLICY TERM: 4/1/2017-4/1/2018
POLICY NUMBER: UM00024960MA17A

COVERED PROPERTY AND PREMISES DESCRIPTION

New construction and remodeling of waste water treatment plans; new construction and non-structural renovations of commercial buildings at various premises within the state of Georgia, Florida, North Carolina, South Carolina, Virginia, Mississippi, Alabama, Louisiana and Tennessee

SUMMARY

COVERAGE	LIMIT OF INSURANCE
Covered Property at Premises Described Above -- Consisting of Frame or Joisted Masonry Construction	\$2,500,000
Covered Property at Premises Described Above -- Consisting of Non-Combustible, Masonry Non-Combustible, Semi Fire-Resistive and Fire-Resistive Construction (Including Water Treatment Plants Except on Islands)	\$50,000,000
Covered Property at Premises Described Above -- On Islands (Water Treatment Plant Projects Only)	\$5,000,000
Soft Costs	\$1,000,000

DEDUCTIBLE OR WAITING PERIOD

COVERAGE	DEDUCTIBLE OR WAITING PERIOD
All Coverages Unless Otherwise Specified Below	\$2,500
Named Storm -- On Islands	\$1,000,000
Named Storm -- Water Treatment Plant Projects Only	2%, Subject to \$2,500 Minimum
Named Storm -- Frame, Joisted Masonry or Non-Combustible Construction	5%, Subject to \$2,500 Minimum

Named Storm – Masonry Non-Combustible, Semi Fire-Resistive or Fire-Resistive Construction	2%, Subject to \$2,500 Minimum
Flood – Zones C or X (Unshaded)	\$25,000
Flood – Zone B or Shaded X	\$50,000
Flood – All Other Zones and Water Treatment Projects on Islands	\$500,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	1%, Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	1%, Subject to \$50,000 Minimum
Earth Movement and Volcanic Eruption – All Other	\$25,000

SUBLIMITS

COVERAGE	LIMIT OF INSURANCE
Flood – Per Occurrence – Zone C or Unshaded X	\$50,000,000
Flood – Per Occurrence – All Other Zones	\$1,000,000
Flood – Per Occurrence – Islands (Waste Water Treatment Plants Only)	\$500,00
Flood Annual Aggregate	\$50,000,000
Earth Movement and Volcanic Eruption – Pacific Northwest Seismic Area, High Hazard Seismic Zones	\$1,000,000
Earth Movement and Volcanic Eruption – New Madrid Seismic Area	\$10,000,000
Earth Movement and Volcanic Eruption – Per Occurrence	\$50,000,000
Earth Movement and Volcanic Eruption – Annual Aggregate	\$50,000,000
Windstorm or Hail – Premises Located on Islands	\$2,500,000*

*Underwriter can provide higher limits upon request

COVERAGE TERMS

- ◆ Maximum Limit of Insurance: \$50,000,000
- ◆ Valuation Clause: Replacement Cost
- ◆ Co-Insurance: 0%
- ◆ Additional Coverages –Testing: Electrical, Mechanical, Pneumatic and Hydrostatic
- ◆ Equipment Breakdown Included
- ◆ Loss of Use Coverage Included
- ◆ Permission to Occupy Included

ADDITIONAL COVERAGE	LIMIT OF INSURANCE
Contract Penalty	\$250,000
Debris Removal	\$500,000 / 25%
Extra and Expediting Expenses	\$50,000
Fire Department Service Charge	\$25,000
Fire Protection Systems	\$25,000
Increase in Construction Costs	\$200,000 / 10%
Landscaping and Signs	\$100,000
Limited Coverage for "Fungi", Wet Rot and Dry Rot	\$25,000
Loss Adjustment Expenses	\$5,000
Demolition Cost and Increased Cost of Construction	\$500,000
Pollutant Cleanup and Removal	\$25,000
Preservation of Property	Covered
Property in the Open	\$25,000
Property that Supports your Business	\$50,000
Reimbursement for Returning Stolen Property	\$10,000
Reward Coverage	\$5,000
Site Preparation	Covered
Sewer and Drain Backup	Covered
Sinkhole Collapse	Covered
Temporary Premises	\$1,000,000
Temporary Structures	\$25,000
Transit	\$1,000,000
Unintentional Errors and Omissions	\$25,000
Virus, Harmful Code or Similar Instruction	\$10,000
Voluntary Parting	\$25,000

CONSTRUCTION BOND

BOND NUMBER: 30010794

**KW Resort Utilities Corp.
WWTP Filter Replacement
KEY WEST, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS: that

Wharton-Smith, Inc.

(Name of CONTRACTOR)

750 Monroe Road Sanford, FL 32771

(Address of CONTRACTOR)

(407)321-8410

(Phone Number of CONTRACTOR)

a **Corporation**, hereinafter called
(Corporation, Partnership or Individual)

Principal, and **Western Surety Company**
(Name of Surety)

P.O. Box 5077 Sioux Falls, SD 57117

(Address of Surety)

(800)331-6053

(Phone number of Surety)

hereinafter called Surety, are firmly bound unto the KW Resort Utilities Corp., whose address is 6630 Front St., Key West, Florida, 33040 and whose telephone number is 305-522-0052, hereinafter called OWNER, in the full and just Sum of **Nine Hundred Thirty Five Thousand And 00/100** DOLLARS (\$ **935,000.00**) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

THE CONDITION OF THIS OBLIGATION is such that if the Principal:

1. Performs the contract dated **October 24, 2017**, between Principal and Owner for construction of the **KWRU WWTP Filter Replacement**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, , supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

Project located at 6630 Front Street, Stock Island, FL 33040

KWRU 012435

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract

Then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes, and Section 255.05(10)

Any changes in or under the contract documents and compliance or noncompliance with an formalities connected with the contract for the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this instrument is executed this the 30th day of October, 2017.

ATTEST:

Devon Lewis
Secretary (Principal)

Devon A. Lewis, Corporate Secretary
Typed Name

(CORPORATE SEAL)

Pamela Hall
(Witness to Principal)

Pamela Hall
Typed Name

ATTEST:

N/A
(Surety) Secretary

Typed Name

(CORPORATE SEAL)

Wharton-Smith, Inc.

Principal (Contractor)
Ronald F. Davoli
By (Signature)

Ronald F. Davoli, President/CEO
Typed Name and Title

750 Monroe Road
Address

Sanford, FL 32771
City, State, Zip

(407)321-8410 **(407)829-4453**
Telephone No. Facsimile No.

Western Surety Company
Surety

(800)331-6053 **N/A**
Telephone No. Facsimile No.

Christine Morton
Witness as to Surety

Christine Morton
Typed Name

Angeline Nisa
Witness as to Surety

Angeline Nisa
Typed Name

By: April L. Lively
Attorney-in-Fact & Florida Licensed
Resident Agent

April L. Lively
Typed Name

1904 Boothe Circle
Address

Longwood, FL 32750
City, State, Zip

(407) 834-0022 **N/A**
Telephone No. Facsimile No.

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by OWNER.

ATTACH a certified Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Deborah Ann DeFoe, Christine A Morton, Individually

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of October, 2017.



WESTERN SURETY COMPANY

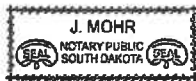
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 17th day of October, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of October, 2017.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary