

**WORK AUTHORIZATION NO. 2024-3HAC**

**BETWEEN**

**BASKETBALL PROPERTIES, LTD.**

**AND**

**H.A. CONTRACTING CORP.**

**FOR CONSTRUCTION SERVICES**

This Work Authorization No. 2024-3HAC (the "Work Authorization") is entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between Basketball Properties, Ltd, as the manager and operator of the Kaseya Center and Arena Site (the "Arena"), having its principal office at 601 Biscayne Blvd., Miami, Florida 33132, hereinafter referred to as "Manager",

**AND**

H.A. Contracting Corporation, a Florida corporation with its business address located at 9500 NW 12<sup>th</sup> Street, Suite 1, Doral, FL, 33172, hereinafter referred to as "Contractor".

**WHEREAS**, Contractor is a pre-qualified contractor of the Manager pursuant to RFQ No. 2022-3 and the Miscellaneous Construction Services Agreement between the Manager and Contractor, dated March 15, 2023 (the "MCC Contract"); and

**WHEREAS**, the Manager and the Contractor desire to enter into this Work Authorization to provide for the Contractor to perform certain construction services at the Arena in accordance with the terms and conditions of the MCC Contract and this Work Authorization.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants, hereinafter set forth, Manager and Contractor agree as follows:

**SECTION 1**  
**SCOPE OF SERVICES**

1. Contractor agrees to perform certain construction services for the Manager, as specifically described in the scope of services attached as Exhibit "1" to this Work Authorization, which by this reference is incorporated into this Work Authorization in its entirety, (the "Services") during the Term and within the timeline provided for in this Work Authorization.

**SECTION 2**  
**COMPENSATION**

2. In consideration for the Services to be performed by Contractor, the Manager agrees to pay Contractor in an amount not-to-exceed **\$60,036.00** as further detailed in Exhibit "1". Compensation due to the Contractor shall be payable within 30 calendar days following submission of a proper invoice by the Contractor to the Manager. In the event of Manager's termination of this Work Authorization prior to the end of the Work Authorization Term pursuant to Section 4, Manager shall pay Contractor on a pro-rata basis for the Services performed by Contractor prior to the Manager's termination of this Work Authorization.

**SECTION 3**  
**TERM OF WORK AUTHORIZATION**

3. The term of this Work Authorization shall commence upon the date of execution hereof and shall remain in effect for a period of one year thereafter (the "Term"), unless terminated earlier pursuant to Section 4 of this Work Authorization. The Manager retains the option to renew this Work Authorization for one additional one-year renewal period upon thirty days' prior written notice to Contractor.

**SECTION 4**  
**TERMINATION OF WORK AUTHORIZATION**

4. Manager may terminate this Work Authorization for convenience by giving the Contractor thirty (30) days advance written notice. The termination of this Work Authorization shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Work Authorization.

**SECTION 5**  
**MCC CONTRACT TERMS AND CONDITIONS**

5. The Services to be provided by Contractor pursuant to this Work Authorization shall comply with all of the terms and conditions set forth in the MCC Contract between Manager and Contractor, which by this reference is incorporated into this Work Authorization in its entirety. In the event there is a conflict between the terms of this Work Authorization and the MCC Contract, the terms of the MCC Contract shall prevail.

**SECTION 6**  
**INDEPENDENT CONTRACTOR**

6. Contractor is an independent contractor under this Work Authorization. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees or agents of the

Manager. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Work Authorization shall be the sole responsibility of Contractor. Contractor shall have no rights under the Manager's worker's compensation, employment, insurance benefits or similar laws or benefits.

**SECTION 7**  
**INDEMNIFICATION / HOLD HARMLESS CLAUSE**

7. In Contractor's performance of Services under this Work Authorization, Contractor shall indemnify, defend and hold harmless the Manager, Miami-Dade County and the City of Miami, and their respective officers, employees, agents and instrumentalities, to the full extent provided for in the MCC Contract.

**SECTION 8**  
**INSURANCE**

- 8.1 Contractor shall procure and maintain insurance in accordance with the insurance requirements set forth in the MCC Contract.
- 8.2 Builder's Risk Insurance is not required for the Services under this Work Authorization.
- 8.3 This Work Authorization shall not be deemed approved until the Contractor has obtained all insurance required under the MCC Contract and has supplied the Manager with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

**SECTION 9**  
**MISCELLANEOUS**

9. Contractor shall, without additional expense to the Manager, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

**SECTION 10**  
**INSPECTION RIGHTS**

10. The Manager may, at reasonable times during the term hereof, perform such inspections, as the Manager deems reasonably necessary, to determine whether the Services required to be provided by Contractor under this Work Authorization conform to the terms of this Work Authorization and the MCC Contract. Contractor shall make available to the Manager all reasonable assistance to facilitate the performance of inspections by the Manager's representatives.

**SECTION 11**  
**AMENDMENTS AND ASSIGNMENT**

- 11.1 This Work Authorization together with the MCC Contract constitutes the entire agreement between Contractor and Manager and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Work Authorization supersede any and all previous agreements, promises, negotiations or representations, except as otherwise provided in Section 5. Any other agreements, promises, negotiations or representations not expressly set forth in this Work Authorization are of no force and effect.
- 11.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Work Authorization.
- 11.3 Contractor shall not transfer or assign the performance of Services called for in the Work Authorization without the prior written consent of the Manager, which may be withheld or conditioned in the Manager's sole discretion.

**SECTION 12**  
**NOTICES**

- 12. Whenever either party desires to give notice to the other, it must be given by written notice in accordance with the requirements of Article 5 of the MCC Contract.

**SECTION 13**  
**HEADINGS, CONFLICT OF PROVISIONS,**  
**WAIVER OR BREACH OF PROVISIONS**

- 13. Headings are for convenience of reference only and shall not be considered in any interpretation of this Work Authorization. In the event of conflict between the terms of this Work Authorization and any terms or conditions contained in any attached documents, the terms in this Work Authorization shall prevail. No waiver or breach of any provision of this Work Authorization shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

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**SECTION 14**  
**JOINT PREPARATION**

14. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, including the MCC Contract, and that the preparation of this Work Authorization has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Work Authorization on the respective dates under each signature.

**MANAGER**

BASKETBALL PROPERTIES, LTD.,  
a Florida limited partnership

By: Basketball Properties, Inc., a Florida  
Corporation, its General Partner

By: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2023.

**CONTRACTOR**

H.A. CONTRACTING CORP., a Florida  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2023.

# EXHIBIT "1"

## SCOPE OF SERVICES

**Project: Event Level Restrooms Refresh**  
601 Biscayne Blvd. Miami, FL 33132

### SCOPE OF WORK:

Provide all labor, materials, equipment, and tools necessary to perform a refresh of the restrooms on the Event Level. Services will consist of the following:

- Removal of existing flooring and installation of new flooring as specified by Manager.
- Removal of existing fixtures, drains, flush valves, vanities, and sinks.
- Installation of new fixtures, drains, flush valves, vanities, and sinks.
- Supply and install new mirrors to replace existing ones as specified by Manager.
- Provide and install new lighting, receptacles, and switches.
- Install new occupancy sensor for lights as needed.
- Removal of existing wall tiles and installation of new wall tiles with proper waterproofing.
- Removal and proper disposal of debris.
- Provide all equipment, safety and field measurements as needed.

### TIMELINE:

- The following is the maximum time allotted upon issuance of a Work Authorization: Six (6) weeks total for preparation, installation, completion, and cleanup.
- Contractor must submit a schedule of anticipated workdays to the Vice President of Operations or his designee for approval and must account for events as follows:
  - Event Days – crews allowed onsite from 7am – 3pm when the event occurs in the evening.
    - Crews will not be allowed onsite when an event occurs in the morning and/or afternoon; and
  - Non-Event Days – crews allowed onsite for extended hours as needed

### COMPENSATION

QTY	DESCRIPTION	TOTAL
1	Removal of existing floor tiles and wall tiles throughout. Install new floor tiles and wall tiles using Durock for tiles and waterproofing. Includes all setting materials, floor prep and transitions.	\$20,646
1	Remove existing lighting and light fixtures throughout. Supply and install new lighting including receptacles and switches. Supply and install new occupancy sensors.	\$5,325
1	Removal of existing and installation of new vanities, fixtures, flush valves, and grab bars.	\$17,450
1	Supply and install new faucets and drains.	\$3,750
1	Remove existing mirrors. Supply and install new ones.	\$2,125
1	Remove and reinstall fire alarm device.	\$320
	SUBTOTAL	\$49,616
	GENERAL CONDITIONS	\$4,962
	OH&P	\$5,458
	<b>TOTAL</b>	<b>\$60,036</b>

**Contractor: H.A. Contracting, Corp.**

**SBE Vendor: Ampstrong Electric, Inc. TRADE: Electrical SBE PARTICIPATION GOAL: 9%**

## **GENERAL SAFETY AND SECURITY GUIDELINES**

### **Safety during Construction**

A Construction safety program shall be provided in accordance with all applicable health and safety laws and guidelines. Project supervisors are responsible for ensuring that all reasonable safeguards and precautions are taken in the workplace including ensuring compliance with the Manager's procedures and guidelines, and promoting a safe workplace for Manager, tenants, visitors and employees.

### **Security and Access during Construction**

1. Preconstruction Security meeting will be conducted to review building security procedures with manager personnel, Contractor, subcontractors & vendors.
2. Restrict access of all persons entering upon the property in connection with the work to the agreed access route and to the actual site of the work.
3. Restrict activities of contractor employees and subcontractors to authorized areas. Prohibit employees from mingling in the common areas.
4. Vehicles entering the property in performance of the work will use only Manager approved access route and parking.
5. Daily construction logs shall be kept identifying all work activities, work areas and construction workers on site daily.
6. Take adequate measures to ensure that all workers are background checked and fingerprinted with a level 2 clearance.
7. All construction personnel shall have identification tags with photos and wear identifying uniform clothing.

### **Egress and Pedestrian Pathways**

In the unlikely event where the use of existing interior or exterior pedestrian pathways is required, Contractor shall make provisions for equal alternate pathways to be submitted and approved by Manager. Any use of the site that impedes building occupant egress shall be submitted, reviewed and subject to prior approval by Manager.

### **Screen and Dust Protection**

Temporary partitioning shall be installed effectively isolating all areas where construction/demolition is to take place. Dust protection shall be provided and shall be subject to approval by Manager. All Construction areas shall be vacuumed daily with HEPA filter equipped vacuum cleaners.

### **Health and Safety Protocols**

Due to the COVID-19 pandemic, the following procedures must be followed to enter and/or work inside the Arena:

- Adhere to directional signage posted throughout the arena.