

 **AIA**® Document A101™ – 2007

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

AGREEMENT made as of the 17th day of November in the year 2014

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

Seventh Avenue I, Ltd.  
2950 SW 27<sup>th</sup> Avenue  
Suite 200  
Miami, FL 33133

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

Link Construction Group, Inc.  
7003 N Waterway Dr.  
Suite 218  
Miami, FL 33155

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

Seventh Avenue Transit Village  
A multi-family affordable transit oriented development with commercial components located at NW 7<sup>th</sup> Ave. and NW 62<sup>nd</sup> Street, Miami, Florida ("Project")

This Agreement is for the Transit Portion of the Project as described herein.

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

Zyscovich Inc.  
100 North Biscayne Boulevard, 27<sup>th</sup> Floor  
Miami, FL 33132

The Owner and Contractor agree as follows.

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

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

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

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User Notes:

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

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

§ 1.1 Any of the Contract Documents not attached hereto but expressly identified in this Agreement are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents as the Transit Portion of the Project as reflected generally in Exhibit "R" except as specifically indicated in the Contract Documents to be the responsibility of others ("Work" or "Transit Portion of the Project"). The Contractor and Owner acknowledge and agree that pursuant to an Agreement dated December 19, 2013, as amended, Contractor is the general contractor for the construction of all other portions of the 7<sup>th</sup> Avenue Transit Village Project including but not limited to the residential, theater and other amenities ("December 19, 2013 Agreement"). Thus, pursuant to the December 19, 2013 Agreement and this Agreement ("Transit Agreement") Contractor is the general Contractor for the entire 7<sup>th</sup> Avenue Transit Village Project.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The

*(Paragraphs deleted)*

effective Date of Commencement shall be June 3, 2014.

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than Three Hundred and Ninety (390) calendar days from the Date of Commencement (the "Contract Time"), subject to adjustment in accordance with Article 7 of the amended General Conditions. Substantial Completion shall be as defined in Article 9.8 of the amended General Conditions of the Contract for Construction. The Contractor shall achieve Final Completion of the entire Work no later than thirty (30) days after Substantial Completion; provided, however, that if Final Completion is delayed for reasons that are beyond the control of the Contractor and those for whom the Contractor is responsible, the Contractor may request, before expiration of the thirty(30) day period, additional time

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(but not an increase to the Contract Sum unless the delay is caused solely by the Owner in which case Contractor shall be entitled to an adjustment for its extended general condition expenses directly attributable to the delay during this delay period) to achieve Final Completion, in which event the Owner shall not unreasonably deny Contractor's request.

§ 3.3 The parties agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement shall occur as set forth in Article 3.2 of this Agreement. In the event the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement is not Substantially Complete within the agreed upon time, and has not been extended by change order, the Owner shall be entitled to collect liquidated damages. Contractor and Owner agree that, because of the nature of the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement, the inability of the parties to precisely calculate actual damages for delay and the impossibility of determining these damages, the sum of one hundred thirty one and 00/100 Dollars (\$131.00) per unit for each calendar day shall be assessed as liquidated damages for each calendar day of delay in achieving Substantial Completion of the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement. If Contractor fails to achieve Final Completion, subject to any authorized extensions pursuant to Article 7 of the amended General Conditions and not because of reasons beyond Contractor's control the Owner shall be entitled to assess the sum of thirty three and 00/100 Dollars (\$33.00) per unit for each calendar day shall be assessed as liquidated damages until Contractor achieves Final Completion of the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement. It is hereby agreed that the amount of the per diem assessment is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed.

*(Paragraph deleted)*

The parties stipulate and agree that it is the intent of this provision that if Contractor fails to reach Substantial Completion of either or both the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement of the Project in the time period provided in §3.2, Owner shall be entitled to liquidated damages as set forth above. Notwithstanding the foregoing, in no event shall Owner assess liquidated damages under both this Agreement and the December 19, 2013 Agreement. For example, if Contractor has substantially completed the work pursuant to the December 19, 2013 Agreement, but not the Transit Portion of the Project, Contractor shall be assessed \$131 per unit for each calendar day of delay in reaching Substantial Completion of both the work pursuant to the December 19, 2013 Agreement and the Transit Portion of the Work. If Contractor has failed to reach substantial completion of both the Transit Portion of the Project and the work pursuant to the December 19, 2013 Agreement within the time periods required by §3.2, Contractor shall be assessed \$131 per unit for each calendar day of delay.

*(Table deleted)*

*(Paragraphs deleted)* This provision shall not affect the Owner's right to terminate this Agreement as provided in Article 14 nor shall it limit any of the other remedies as provided in the Contract Documents. The Owner's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Owner or, at the Owner's option may be deducted from future payments that may be due and owing to Contractor under either this Agreement or the December 19, 2013 Agreement.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum for the Contractor's performance of the Contract. The Contract Sum shall be Two Million Two Hundred Eighty Five Thousand Seven Hundred Fourteen Dollars (\$2,285,714), subject to additions and deductions as provided in the Contract Documents. Contractor has been paid \$656,083.56 for the Transit Project. Contractor acknowledges receipt of payment identified herein and has made payment to its subcontractors and suppliers as required by this Agreement.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(Paragraph deleted)*

§ 4.3 Allowances included in the Contract Sum, if any:

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

See Exhibit "Q" Schedule of Allowances

(Table deleted)

(Table deleted)

(Paragraphs deleted)

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Subject to the reasonable requirements and disbursements of Owner's construction Lenders, based upon Applications for Payment submitted to the Architect and Owner by the Contractor, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and in accordance with Article 9 of the amended General Conditions.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. On or before the 25<sup>th</sup> day of each month, Contractor shall submit to the Owner and Architect for review an Application for Payment that is consistent with the progress of the Work and the approved Schedule of Values, as defined in Section 9.2 of the amended General Conditions. In addition, as a condition to payment of each draw and final payment, Contractor shall comply with Article 9 of the amended General Conditions. Further as a condition to payment of each draw and final payment, Contractor shall submit to Owner and Architect; (a) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and subcontractors dealing with the Contractor have been paid in full through the date of the previous application for payment Owner paid to Contractor; (b) submit partial releases of lien from Contractor and any lienors serving a Notice to Owner to Owner, through the date of the previous Application for Payment Owner paid to Contractor, and evidence of payment of any indebtedness incurred with respect to the Work of Contractor, as may be required by the Owner; (c) all monthly reports required by any federal, state or local requirements including, but not limited to DBE Report and reports required by 24 CFR Part 135, as well as Buy America certifications and documents; and (d) such other evidence that the Owner or Lender may reasonably require Contractor to submit to its Lender, substantiating that all Work has been performed as required for payment. Contractor shall cooperate with Owner in providing all documents and information required by Lender in connection with any application for payment by Contractor. If fully satisfied with the documentation submitted, the Architect shall issue a certificate of authorization of payment to the Owner for the amount approved within five (5) business days of receipt of the application for payment and supporting documentation.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount the Architect certifies to the Contractor not later than thirty (30) days after the Architect's certification of the Application for Payment and subject to Lender's approval. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Architect certifies the Application for Payment. If certification by the Architect or payment by the Owner does not occur as provided herein, Contractor shall have the rights set forth in Article 9.7 of the amended General Conditions.

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

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

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

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall

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be included as provided in Section 7.3.9 of AIA Document A201™-2007, amended General Conditions of the Contract for Construction;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

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

- .1 Upon Substantial Completion of the Work, retainage withheld shall be in the amount of 5 percent (5%) of the Contract Sum, less such amounts as the Architect or Owner shall determine it needs to retain for incomplete Work or defective work; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8

*(Paragraphs deleted)*

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

*(Paragraph deleted)*

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, is subject to the conditions of Article 9 of the amended General Conditions and shall be made by the Owner to the Contractor when

- .1 the Contractor has secured the corresponding Certificate of Completion/Occupancy and all other certificates of completion, written forms and final approvals required by all applicable authorities having jurisdiction over the Work;
- .2 a final Certificate of Payment has certified by the Architect;
- .3 Contractor has submitted a contractor's Final Payment Affidavit in the form acceptable to the Owner;
- .4 Contractor has submitted its final lien waiver and final lien waivers from all of its Subcontractors and suppliers in the form required under Chapter 713 of the Florida Statutes;
- .6 Contractor has submitted to Owner all close out documents including, but not limited to, all as-built plans, warranties, manuals; and
- .7 Contractor has complied with all other requirements of the Contract Documents and the requirements of the Owner's Lender and /or Investor for final payment.

§ 5.2.2 Subject to all conditions precedent set forth in the Contract Documents, the Owner's final payment to the Contractor shall be made no later than 90 days after issuance of the Architect's final Certificate of Payment. Contractor further acknowledges and agrees that neither final payment nor any remaining retained percentage shall become due until consent of surety, if any, is obtained. Any final payment to Contractor must first be approved by Owner's Lender and/or investor and such approval is an absolute condition precedent to Owner's requirement to make final payment to Contractor. Contractor shall cooperate with Owner in providing all documents and information required by Lender in connection with any application for final payment by Contractor. Owner acknowledges that Contractor may be record a Claim of Lien during this ninety day period as otherwise Contractor would waive such rights under Florida law.

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*(Paragraphs deleted)*

**ARTICLE 6 CLAIMS AND DISPUTES**

**§6.1 INITIAL DECISION MAKER**

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of amended AIA Document A201-2007.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor in accordance with Article 14 of the amended General Conditions.

§ 7.2 The Work may be suspended by the Owner in accordance with Article 14 of the amended General Conditions, and Contractor may likewise stop and/or suspend the work for the reason set forth in Article 14 of the amended General Conditions.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Payments due and unpaid under the Contract will bear interest at the two (2) percent per annum.

§ 8.2 The Owner's representative is Lindsay Lecour whose contact information appears below, or such other independent professional consultant as the Owner may designate in writing as the Owner's Representative.

*(Name, address and other information)*

Fernando Arimon  
2950 SW 27<sup>th</sup> Avenue  
Suite 200  
Miami, FL 33133  
Phone: 305-357-4715  
Fax: 305-476-1557  
Email: farimon@apmanagement.net

§ 8.3 The Contractor's representative:

Guillermo Fernandez  
7003 N. Waterway Drive #218  
Miami, FL 33155  
Phone: 305-665-9826  
Fax: 305-665-9851  
Email: gfernandez@linkconstructiongroup.net

Contractor's representative shall not be changed without ten days written notice to the Owner.

*(Paragraphs deleted)*

§ 8.5 The Contractor shall assign to the Project team the key employees ("Key Employees"), a list of which is attached hereto as **Exhibit "C"**.

§ 8.5 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:

- .1 The Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

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- .2 The Contractor is able to furnish the plant, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
- .3 The Contractor is authorized to do business in the State of Florida and is properly licensed by all necessary governmental and public authorities having jurisdiction over the Contractor and over the Work and the Project;
- .4 The Contractor's execution of this Agreement and performance thereof is within the Contractor's duly authorized powers;
- .5 The Contractor's duly authorized representative has visited the site of the Project, is familiar with the local conditions under which the Work is to be performed, and has correlated observations with the requirements of the Contract Documents; and
- .6 The Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project and will perform the Work with the care, skill, and diligence of such a duly licensed Florida General Contractor.

*(Paragraphs deleted)*

§ 8.6 Contractor shall comply with all requirements of the Davis Bacon Act and any and all state laws governing the payment of prevailing wages in connection with the Project.

§ 8.7 Contractor and Owner acknowledge that it is the intent of the Owner to achieve National Association of Home Builder's National Green Building Standard (NAHB) Certification for the Work that is the subject of the Contract Documents. Contractor shall perform all Work in accordance with the standard of care applicable to NAHB Certification.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

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

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

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

§ 9.1.3 The Specifications:  
See Exhibit "A", the List of Plans and Specifications.

*(Table deleted)*

§ 9.1.4 The Drawings:

*(Paragraphs deleted)* See Exhibit "A", the List of Plans and Specifications.

*(Table deleted)*

§ 9.1.5 The  
*(Paragraphs deleted)*

Addenda, if any:

Number	Date	Pages
Addendum #1	Oct. 8, 2013	
Addendum #2	Oct. 9, 2013	
Addendum #2 Revised	Oct. 9, 2013	

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

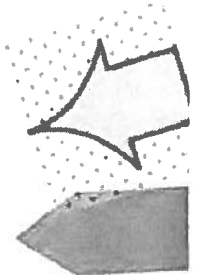
§ 9.1.6 Additional documents, if any, forming part of the Contract Documents:

*(Table deleted)*

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specifications) Exhibit "A" – Plans and Specifications for Transit Portion of the Project(Phase 1A plans and

- Exhibit "B" – Schedule of Values for Transit Portion of the Project
- Exhibit "C" – Contractor's Key Employees
- Exhibit "D" – Contractor's Sworn Progress Payment Application
- Exhibit "E" – Construction Schedule
- Exhibit "F" – Payment and Performance Bonds for Transit Portion of the Project
- Exhibit "G" – Insurance Certificates
- Exhibit "H" –Governmental Requirements
- Exhibit "I" – Contractor's Hurricane Preparedness Plan
- Exhibit "J" – Contractor Warranty Form
- Exhibit "K" – Subcontractor's Material and Workmanship Warranty Form
- Exhibit "L" – Extended Warranty Form for Roofing
- Exhibit "M" – Extended Warranty Form for Air Conditioning ("HVAC")
- Exhibit "N" – Extended Warranty Form for Painting
- Exhibit "O" – Extended Warranty Form for Elevator
- Exhibit "P" - Geotechnical Report
- ~~Exhibit "Q" – Schedule of Allowances~~ *KN*
- Exhibit "R" - General Depiction of Transit Portion of the Work



(Paragraphs deleted)

**ARTICLE 10 INSURANCE AND BONDS**

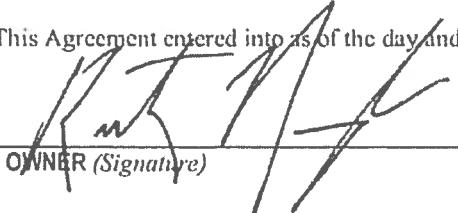
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of the amended General Conditions.

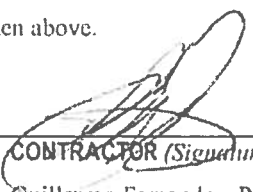
Type of insurance or bond  
Sec Article 11 of the A201 Document  
and Exhibit "G " attached hereto

**ARTICLE 10 LOCAL, STATE, AND FEDERAL REQUIREMENTS**

§10.1 In performing the Work and entering into this Agreement, Contractor shall be bound by and comply with all federal, state and/or local laws, statutes, ordinances, and requirements associated with this Project specifically including without limitation any and all requirements of federal, state and/or local funding sources, Federal Transit Authority requirements and regulations, which shall be incorporated by reference into this Agreement.

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

  
\_\_\_\_\_  
OWNER (Signature)  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)  
Guillermo Fernandez, President  
\_\_\_\_\_  
(Printed name and title)





# EXHIBIT A

Seventh Ave Transit Village  
 6175 NW 6th Ct, Miami, FL 33127  
 Phase 1A: Housing, Garage & Transit Offices

## DRAWING LOG

Sheet	Sheet Name	Original Date	Revision 1
GN.00	General Information	2/1/2013	9/5/2013
GN-100	Cover Sheet	2/1/2013	9/5/2013
GN-101	Drawing Index	2/1/2013	
GN-102	General Notes; Abbreviations; Symbols	2/1/2013	
GN-103	Zoning Data	2/1/2013	
LS-201	Overall 1st flr Life Safety Plan	2/1/2013	9/5/2013
LS-202	Overall 2nd flr Life Safety Plan	2/1/2013	
LS-203	Overall 3rd flr Life Safety Plan	2/1/2013	
LS-204	Overall 4th flr Life Safety Plan	2/1/2013	
LS-205	Overall Type 5th - 9th flr Life Safety Plan	2/1/2013	
C-1	Cover	11/16/2012	
C-2	Water & Sewer Plan & Profile	11/16/2012	
C-3	Water & Sewer Plan & Profile	11/16/2012	
C-4	Water & Sewer Plan & Profile	11/16/2012	
C-5	Water & Sewer Plan & Profile	11/16/2012	
C-6	Water & Sewer Plan & Profile	11/16/2012	
C-7	Water & Sewer Detail & Notes	11/16/2012	
C-8	Paving, Grading & Drainage Plan	11/16/2012	
C-9	Paving, Grading & Drainage Plan	11/16/2012	
C-10	Cross-Sections	11/16/2012	
C-11	Paving, Grading & Drainage Details	11/16/2012	
C-12	Paving, Grading & Drainage Details	11/16/2012	
C-13	Paving, Grading & Drainage Details	11/16/2012	
C-14	Pavement Marking and Signage Plan	11/16/2012	
C-15	Erosion & Sediment Control Plan	11/16/2012	
C-16	Erosion & Sediment Control Details	11/16/2012	
L-100	Tree Disposition Plan	2/1/2013	9/5/2013

L-110	Ground Level Landscape Plan	2/1/2013	9/5/2013
L-111	Upper Deck Landscape Plan	2/1/2013	9/5/2013
L-112	Planting Notes& Details	2/1/2013	9/5/2013
L-210	Ground flr Irrigation Plan	2/1/2013	9/5/2013
L-211	Upper Deck Irrigation Plan	2/1/2013	9/5/2013
L-212	Irrigation Notes & Details	2/1/2013	9/5/2013
A-101	Site Plan	2/1/2013	9/5/2013
A-201	Overall 1st Floor Plan	2/1/2013	9/5/2013
A-202	Overall 2nd Floor Plan	2/1/2013	9/5/2013
A-203	Overall 3rd Floor Plan	2/1/2013	9/5/2013
A-204	Overall 4th Floor Plan	2/1/2013	
A-205	Overall 5th Floor Plan	2/1/2013	
A-206	Overall 6th Floor Plan	2/1/2013	
A-207	Overall Type 7th - 8th Floor Plan	2/1/2013	
A-208	Overall 9th Floor Plan	2/1/2013	
A-209	Overall Roof Plan	2/1/2013	
A-211	Enlarged 1st Floor Plan - Area H	2/1/2013	9/5/2013
A-212	Enlarged 1st Floor Plan - Area P	2/1/2013	9/5/2013
A-221	Enlarged 2nd Floor Plan - Area H	2/1/2013	9/5/2013
A-231	Enlarged 3rd Floor Plan - Area H	2/1/2013	9/5/2013
A-241	Enlarged 4th Floor Plan - Area H	2/1/2013	
A-242	Enlarged 4th Floor Plan - Deck	2/1/2013	9/5/2013
A-251	Enlarged 5th Floor Plan	2/1/2013	9/5/2013
A-261	Enlarged 6th Floor Plan	2/1/2013	
A-271	Enlarged Type 7th - 8th Floor Plan	2/1/2013	
A-281	Enlarged 9th Floor Plan	2/1/2013	
A-291	Enlarged Roof Plan - Area H	2/1/2013	
A-292	Enlarged Roof Plan - Area P	2/1/2013	
A-311	1st, 2nd, 3rd Floor R.C.P - Area H	2/1/2013	9/5/2013
A-312	1st Floor R.C.P. - Area P	2/1/2013	9/5/2013
A-321	4th, 5th - 9th Floor R.C.P - Area H	2/1/2013	
A-411	Floor Plan - R.C.P & Schedules: Unit 1A	2/1/2013	9/5/2013
A-412	Floor Plan - R.C.P & Schedules: Unit 1A-UFAS	2/1/2013	9/5/2013
A-421	Floor Plan - R.C.P & Schedules: Unit 1B	2/1/2013	9/5/2013
A-431	Floor Plan - R.C.P & Schedules: Unit 2A	2/1/2013	9/5/2013

A-432	Details - Unit 2A	2/1/2013	9/5/2013
A-433	Floor Plan - R.C.P & Schedules: Unite 2A-UFAS	2/1/2013	9/5/2013
A-434	Floor Plan - R.C.P-&Schedules: Unite 2A-UFAS	2/1/2013	9/5/2013
A-441	Floor Plan - R.C.P & Schedules: Unite 3A	2/1/2013	9/5/2013
A-442	Details - Unit 3A	2/1/2013	9/5/2013
A-451	Floor Plan - R.C.P & Schedules: Unite 3B	2/1/2013	9/5/2013
A-452	Details - Unit 3	2/1/2013	9/5/2013
A-481	Enlarged Restrooms & Kitchen	2/1/2013	9/5/2013
A-491	Transit Public Restrooms	2/1/2013	9/5/2013
A-501	Exterior Elevations	2/1/2013	9/5/2013
A-502	Exterior Elevations	2/1/2013	9/5/2013
A-503	Exterior Elevations	2/1/2013	
A-601	Building Sections	2/1/2013	
A-602	Building Sections	2/1/2013	9/5/2013
A-611	Wall Sections	2/1/2013	
A-612	Wall Sections	2/1/2013	
A-613	Wall Sections	2/1/2013	
614	Wall Sections	2/1/2013	
-615	Partial Section	2/1/2013	9/5/2013
A-621	Enlarged Section & Plans -Stair 1	2/1/2013	
A-622	Enlarged Section & Plans -Stair 2	2/1/2013	9/5/2013
A-623	Enlarged Section & Plans -Stair 3	2/1/2013	
A-624	Enlarged Section & Plans -Stair 4	2/1/2013	
A-625	Section & Plans - External Stairs	2/1/2013	9/5/2013
A-630	Stair - Railing Details	2/1/2013	
A-631	Stair - Railing Details	2/1/2013	
A-641	Enlarged Section & Plans - Elevator (Housing)	2/1/2013	
A-643	Enlarged Section & Plans - Trash Chute	2/1/2013	9/5/2013
A-701	Exterior Details	2/1/2013	9/5/2013
A-702	Parking Details	2/1/2013	
A-703	Exterior Details	2/1/2013	9/5/2013
A-704	Exterior Details Deck	2/1/2013	
A-705	Roof Details	2/1/2013	9/5/2013
A-706	Interior Details	2/1/2013	
A-707	Exterior Details	2/1/2013	9/5/2013

A-708	Metal Panel Details	2/1/2013	
A-710	Accessibly Diagrams	2/1/2013	
A-711	Fire Penetration	2/1/2013	
A-712	Fire Penetration	2/1/2013	
A-811	Building Door Schedules	2/1/2013	9/5/2013
A-812	Door Jam & Threshold Details	2/1/2013	9/5/2013
A-813	Windows & Storefront Schedules	2/1/2013	9/5/2013
A-820	Windows & Storefront Details	2/1/2013	
A-821	Windows & Miscellaneous Details	2/1/2013	9/5/2013
A-850	Wall Types	2/1/2013	
S101	Structural Notes	2/1/2013	8/16/2013
S102	Structural Notes	2/1/2013	
S103	Structural Inspection Plan	2/1/2013	8/16/2013
S104	Components & Cladding Wall Pressures	2/1/2013	
S105	Components & Cladding Wall Pressures	2/1/2013	
S106	Components & Cladding Roof Pressures	2/1/2013	
S200-H	Foundation Plan - Area H	2/1/2013	8/16/2013
S201-H	Ground Floor Plan - Area H	2/1/2013	8/16/2013
S202-H	Second Floor Framing Plan - Area H	2/1/2013	8/16/2013
S203-H	Third Floor Framing Plan - Area H	2/1/2013	8/16/2013
S204-H	Fourth Floor Framing Plan - Area H	2/1/2013	8/16/2013
S205-H	Fifth Floor Framing Plan - Area H	2/1/2013	8/16/2013
S206-H	Sixth Floor Framing Plan - Area H	2/1/2013	8/16/2013
S207-H	Typical Floor Framing Plan - Area H	2/1/2013	8/16/2013
S208-H	Ninth Floor Framing Plan - Area H	2/1/2013	8/16/2013
S209-H	Roof Framing Plan - Area H	2/1/2013	8/16/2013
S210-H	Roof Framing Plan - Area H	2/1/2013	
S211-H	Canopy Framing - Area P	2/1/2013	8/16/2013
S300	Shear Wall Foundations & Schedules	2/1/2013	8/16/2013
S301	Column Schedule & Details	2/1/2013	8/16/2013
S302	Shear Wall Plans & Details	2/1/2013	8/16/2013
S401	Foundation Schedule & Details	2/1/2013	
S402	Shear Wall Foundations & Details	2/1/2013	
S501	Typical Steel Stairs Plans & Details	2/1/2013	8/16/2013
S601	Slab on Grade Details	2/1/2013	8/16/2013

S611	Masonry Schedule & Details	2/1/2013	8/16/2013
S621	Post - Tensioning Details	2/1/2013	8/16/2013
S622	Post - Tensioning Details	2/1/2013	8/16/2013
S701	Steel Details	2/1/2013	
M-001A	General Notes	2/1/2013	9/5/2013
M-101A	Mechanical Site Plan	2/1/2013	
M-201A	Partial First Floor Plan	2/1/2013	9/5/2013
M-202A	Partial Second Floor Plan	2/1/2013	9/5/2013
M-203A	Third Floor Plan	2/1/2013	9/5/2013
M-204A	Fourth Floor Plan	2/1/2013	9/5/2013
M-205A	Fifth Floor Plan	2/1/2013	9/5/2013
M-206A	Roof Plan	2/1/2013	9/5/2013
M-301A	Typical Unit Mechanical Plan	2/1/2013	9/5/2013
M-302A	Typical Unit Mechanical Plan	2/1/2013	9/5/2013
M-303A	Typical Unit Mechanical Plan	2/1/2013	9/5/2013
M-304A	Typical Unit Mechanical Plan	2/1/2013	9/5/2013
M-401A	Refrigerant & Outside Air Diagrams	2/1/2013	9/5/2013
M-501A	Schedules	2/1/2013	9/5/2013
M-601A	Details	2/1/2013	9/5/2013
M-602A	Details	2/1/2013	9/5/2013
M-603A	Details	2/1/2013	
M-604A	Details	2/1/2013	
M-605A	Details	2/1/2013	
M-701A	Smoke Control Sequence	2/1/2013	9/5/2013
E-101A	Electrical Site Plan	2/1/2013	
E-201A	1st Floor Electrical Partial Plan	2/1/2013	
E-202A	1st Floor Reflected Ceiling Partial Plan	2/1/2013	9/5/2013
E-203A	2nd Floor Electrical Partial Plan	2/1/2013	9/5/2013
E-204A	3rd Floor Electrical Plan	2/1/2013	9/5/2013
E-205A	4th Floor Electrical Plan	2/1/2013	9/5/2013
E-206A	5th-9th Floor Electrical Plan	2/1/2013	
E-207A	Electrical Roof Plan	2/1/2013	9/5/2013
E-301A	Type Units Electrical Plan	2/1/2013	9/5/2013
E-302A	Type Units Electrical Plan	2/1/2013	9/5/2013
E-303A	Enlarged Electrical & Mechanical Rooms	2/1/2013	9/5/2013

E-401A	Electrical Riser Diagram	2/1/2013	9/5/2013
E-402A	Telephone Riser Diagram	2/1/2013	
E-403A	CATV Riser Diagram	2/1/2013	
E-501A	Panel Schedules	2/1/2013	9/5/2013
E-601A	Electrical Details	2/1/2013	
E-701A	Electrical Notes, Legend, Schedules	2/1/2013	9/5/2013
EPH-201B	1st Floor Photometric Partial Plan	2/1/2013	9/5/2013
EPH-201A	1st Floor Photometric Partial Plan	2/1/2013	9/5/2013
EPH-202	2nd Floor Photometric Partial Plan	2/1/2013	9/5/2013
EPH-203	3rd Floor Photometric Plan	2/1/2013	9/5/2013
FA-201A	1st Floor Fire Alarm Partial Plan	2/1/2013	9/5/2013
FA-202A	2nd Floor Fire Alarm Partial Plan	2/1/2013	9/5/2013
FA-203A	3rd Floor Fire Alarm Plan	2/1/2013	9/5/2013
FA-204A	4th Floor Fire Alarm Plan	2/1/2013	
FA-205A	5th-9th Floor Fire Alarm Plan	2/1/2013	
FA-206A	Electrical Roof Plan	2/1/2013	9/5/2013
FA-302A	Fire Alarm Riser Diagram	2/1/2013	
FA-301A	Fire Alarm Riser Diagram	2/1/2013	9/5/2013
FA-401A	Fire Alarm Details	2/1/2013	
FA-402A	Fire Alarm Notes	2/1/2013	
P-101A	Plumbing Site Plan	2/1/2013	
P-201A	1st Floor Plumbing Partial Plan	2/1/2013	9/5/2013
P-202A	2nd Floor Plumbing Partial Plan	2/1/2013	9/5/2013
P-203A	3rd Floor Plumbing Plan	2/1/2013	9/5/2013
P-204A	4th Floor Plumbing Plan	2/1/2013	
P-205A	5th - 8th Floor Plumbing Plan	2/1/2013	
P-206A	9th Floor Plumbing Plan	2/1/2013	
P-207A	Plumbing Roof Plan	2/1/2013	
P-301A	Type Units Plumbing Plan	2/1/2013	
P-302A	Type Units Plumbing Plan	2/1/2013	
P-401A	Sanitary Collection Isometric	2/1/2013	9/5/2013
P-402A	Sanitary Risers	2/1/2013	
P-403A	Water Distribution Isometric	2/1/2013	9/5/2013
P-404A	Typical Unit Water Isometrics	2/1/2013	
P-405A	Storm drain Collection Isometrics	2/1/2013	

P-406A	Storm drain/Condensate Collection Isometrics	2/1/2013	9/5/2013
P-501A	Plumbing Details & Notes	2/1/2013	9/5/2013
P-502A	Plumbing Details	2/1/2013	9/5/2013
P-503A	Plumbing Details	2/1/2013	
FP-101A	Fire Protection Site Plan	2/1/2013	9/5/2013
FP-201A	1st Floor Fire Protection Partial Plan	2/1/2013	9/5/2013
FP-202A	2nd Floor Fire Protection Partial Plan	2/1/2013	9/5/2013
FP-203A	3rd Floor Fire Protection Plan	2/1/2013	9/5/2013
FP-204A	4th Floor Fire Protection Plan	2/1/2013	9/5/2013
FP-205A	5th - 9th Floor Fire Protection Plan	2/1/2013	9/5/2013
FP-206A	Fire Protection Roof Plan	2/1/2013	9/5/2013
FP-301A	Type Units Fire Protection Plan	2/1/2013	
FP-302A	Type Units Fire Protection Plan	2/1/2013	
FP-401A	Fire Protection Riser Diagram	2/1/2013	9/4/2013
FP-4.02A	Fire Protection Details & Notes	2/1/2013	9/4/2013



# EXHIBIT A

Seventh Ave Transit Village  
 6175 NW 6th Ct, Miami, FL 33127  
 Phase 1B: Community Theatre & Retail

## DRAWING LOG

Sheet	Sheet Name	Original Date	Revision 1
	Cover Sheet		
GN-101	Index of Drawings	2/15/2013	
GN-102	General Notes; Abbreviations; Symbols	2/15/2013	
LS-201	Overall 1st flr Life Safety Plan	2/15/2013	4/26/2013
LS-202	Overall 2nd flr Life Safety Plan	2/15/2013	
LS-203	Overall 3rd flr Life Safety Plan	2/15/2013	
C-1	Cover		
C-2	Water & Sewer Facilities Plan and Profile	11/16/2012	
C-3	Water & Sewer Facilities Plan and Profile	11/16/2012	
C-4	Water & Sewer Facilities Plan and Profile	11/16/2012	
C-5	Water & Sewer Facilities Plan and Profile	11/16/2012	
C-6	Water & Sewer Facilities Plan and Profile	11/16/2012	
C-7	Water & Sewer Facilities Details and Notes	11/16/2012	
C-8	Paving, Grading & Drainage Facilities Drainage Plan	11/16/2012	
C-9	Paving, Grading & Drainage Facilities Paving and Grading Plan	11/16/2012	9/5/2013
C-10	Paving, Grading & Drainage Facilities Cross-Sections	11/16/2012	
C-11	Paving, Grading & Drainage Facilities Details	11/16/2012	
C-12	Paving, Grading & Drainage Facilities Details	11/16/2012	9/5/2013
C-13	Paving, Grading & Drainage Facilities Details	11/16/2012	
C-14	Pavement Marking and Signage Plan	11/16/2012	9/5/2013
C-15	Erosion & Sediment Control Facilities Plan	11/16/2012	
C-16	Erosion & Sediment Control Facilities General Notes & Details	11/16/2012	
A-101	Site Plan	2/15/2013	
A-201	Overall 1st Floor Plan	2/15/2013	4/26/2013
A-202	Overall 2nd Floor Plan	2/15/2013	
A-203	Overall 3rd Floor Plan	2/15/2013	
A-204	Overall Roof Plan	2/15/2013	



A-211	Enlarged 1st Floor Plan - Area T	2/15/2013	4/26/2013
A-221	Enlarged 2nd Floor Plan - Area T	2/15/2013	
A-231	Enlarged 3rd Floor Plan - Area T	2/15/2013	
A-241	Enlarged Roof Plan - Area T	2/15/2013	
A-311	Enlarged 1st Floor R.C.P. - Area T	2/15/2013	
A-321	Enlarged 2nd Floor R.C.P. - Area T	2/15/2013	
A-411	Theater Public Restrooms	2/1/2013	
A-501	Exterior Elevations	2/15/2013	
A-502	Exterior Elevations	2/15/2013	
A-601	Building Sections	2/15/2013	
A-602	Building Sections	2/15/2013	
A-611	Wall Sections	2/15/2013	
A-612	Wall Sections	2/15/2013	
A-613	Wall Sections	2/15/2013	
A-614	Wall Sections	2/15/2013	
A-621	Enlarged Section & Plans -Stair 1	2/1/2013	
A-622	Enlarged Section & Plans -Stair 2	2/1/2013	
A-623	Enlarged Section & Plans -Stair 3	2/1/2013	
A-625	Section & Plans - Exter. Stairs	2/15/2013	
A-630	Stair - Railing Details	2/15/2013	
A-631	Stair - Railing Details	2/15/2013	
A-641	Enlarged Section & Plans - Elevator 3	2/15/2013	
A-703	Exterior Details	2/15/2013	4/26/2013
A-705	Roof Details	2/15/2013	
A-706	Interior Details	2/15/2013	
A-707	Exterior Details	2/15/2013	
A-710	Accessibly Diagrams	2/15/2013	
A-711	Fire Penetration	2/15/2013	
A-712	Fire Penetration	2/15/2013	
A-811	Building Door Schedules	2/15/2013	4/26/2013
A-812	Storefront Schedules	2/15/2013	
A-820	Windows & Storefront Details	2/15/2013	
A-821	Windows & Miscellaneous Details	2/15/2013	
A-850	Wall Types	2/15/2013	
T-100	Theatre Seating Configurations	2/15/2013	

T-101	Theatre Platform Specification	2/15/2013	
T-102	Theatre Platform Configurations	2/15/2013	
T-103	Theatre Curtains and Tracks	2/15/2013	
T-104	Theatre Curtain and Track Plan	2/15/2013	
T-105	Theatre Track and Grid Section	2/15/2013	
T-106	Theatre Curtain Details	2/15/2013	
T-107	Theatre Wire Tension Grid	2/15/2013	
T-200	Theatre Lighting Specification	2/15/2013	
T-201	Theatre Lighting Power Buss	2/15/2013	
T-202	Theatre Lighting Oneline	2/15/2013	
T-203	Theatre Lighting Details	2/15/2013	
T-300	Theatre AV System Specification	2/15/2013	
T-301	Theatre AV System Sound Oneline	2/15/2013	
T-302	Theatre AV System Video Online	2/15/2013	
T-303	Theatre AV System Details 1	2/15/2013	
T-304	Theatre AV System Details 2	2/15/2013	
T-305	Multi-Purpose & Rehearsal AV System	2/15/2013	
S101	Structural Notes	4/26/2013	8/23/2013
S102	Structural Notes	4/26/2013	
S104	Components & Cladding Wall Pressures	4/26/2013	
S105	Components & Cladding Wall Pressures	4/26/2013	
S106	Components & Cladding Roof Pressures	4/26/2013	
S200	Foundation Plan - Area T	4/26/2013	8/23/2013
S201	Ground Floor Plan - Area T	4/26/2013	8/23/2013
S202	Second Floor Framing Plan - Area T	4/26/2013	8/23/2013
S203	Roof Framing Plan - Area T	4/26/2013	8/23/2013
S301	Column Schedule	4/26/2013	8/23/2013
S401	Foundation Schedule & Details	4/26/2013	8/23/2013
S411	Beam Schedule and Details	4/26/2013	8/23/2013
S501	Theater Stair Details	4/26/2013	
S502	Theater Steel Stair Details	4/26/2013	8/23/2013
S601	Slab on Grade Details	4/26/2013	8/23/2013
S611	Masonry Schedule & Details	4/26/2013	8/23/2013
S612	Masonry Details	4/26/2013	8/23/2013
S621	PSI Details	4/26/2013	8/23/2013

S701	Roof Details Details	4/26/2013	8/23/2013
S702	Roof Details Details	4/26/2013	8/23/2013
M-000B	Mechanical Symbol List & Drawing Index	4/26/2013	
M-001B	Mechanical General Notes	4/26/2013	
M-101B	Mechanical Site Plan	4/26/2013	
M-201B	1st Flr Mechanical Partial Plan	4/26/2013	
M-202B	2nd Floor Mechanical Partial Plan	4/26/2013	
M-203B	3rd Floor Mechanical Partial Plan	4/26/2013	
M-204B	Mechanical Roof Plan	4/26/2013	
M-501B	Mechanical Schedules	4/26/2013	
M-601B	Mechanical Details	4/26/2013	
M-602B	Mechanical Details	4/26/2013	
M-603B	Mechanical Details	4/26/2013	
M-604B	Mechanical Details	4/26/2013	
E-101B	Electrical Site Plan	4/26/2013	
E-201B	1st Floor Electrical Partial Plan	4/26/2013	
E-202B	1st Floor Lighting Plan	4/26/2013	
E-203B	2nd Floor Electrical Partial Plan	4/26/2013	
E-204B	2nd Floor Lighting Plan	4/26/2013	
E-205B	3rd Floor Electrical Plan	4/26/2013	
E-206B	Electrical Roof Plan	4/26/2013	
E-301B	1st Floor Audio-Visual Plan	4/26/2013	
E-302B	2nd Floor Audio-Visual Plan	4/26/2013	
E-303B	3rd Floor Audio-Visual Plan	4/26/2013	
E-304B	AV Riser Diagrams	4/26/2013	
E-305B	AV Riser Diagrams	4/26/2013	
E-401B	1st Floor Stage Lighting System Plan	4/26/2013	
E-402B	2nd Floor Stage Lighting System Plan	4/26/2013	
E-403B	3rd Floor Stage Lighting Busway Layout	4/26/2013	
E-404B	3rd Floor Stage Lighting System Plan	4/26/2013	
E-405B	Stage Lighting System Riser Diagram	4/26/2013	
E-406B	Stage Lighting System Riser Diagram	4/26/2013	
E-501B	Riser Diagram	2/1/2013	9/5/2013
E-502B	Panel Schedules and Lighting Fixtures Schedule	2/1/2013	
E-601B	Electrical Notes	2/1/2013	

FA-201B	1st Floor Fire Alarm Partial Plan	2/1/2013	
FA-202B	2nd Floor Fire Alarm Partial Plan	2/1/2013	
FA-203B	3rd Floor Fire Alarm Plan	2/1/2013	
FA-204B	Fire Alarm Notes	2/1/2013	
P-201B	1st Floor Plumbing Partial Plan	4/26/2013	9/5/2013
P-202B	2nd Floor Plumbing Plan	4/26/2013	9/5/2013
P-203B	Plumbing 3rd Floor Plan	4/26/2013	9/5/2013
P-204B	Plumbing Roof Plan	4/26/2013	9/5/2013
P-301B	Plumbing Isometrics	4/26/2013	9/5/2013
P-302B	Plumbing Isometrics	4/26/2013	9/5/2013
P-303B	Plumbing Isometrics	4/26/2013	9/5/2013
P-401B	Plumbing Details	4/26/2013	9/5/2013
P-402B	Plumbing Details	4/26/2013	
P-403B	Plumbing Details	4/26/2013	
FP-101B	Fire Protection Site Plan	4/26/2013	
FP-201B	1st Floor Fire Protection Partial Plan	4/26/2013	
FP-202B	2nd Floor Fire Protection Partial Plan	4/26/2013	
FP-601B	Fire Protection Details and Notes	4/26/2013	



## Exhibit B

### Pricing for 7th Avenue Transit Village - Transit Portion

<u>Division Name</u>	<u>Division Subcategory</u>	
<b>1.0 General Conditions</b>	General Conditions	\$100,701
	Insurances/Bonds	\$19,775
	Mobilization	\$0
	Site Security	\$0
	<b>General Conditions Total</b>	<b>\$120,476</b>
<b>2.0 Site Work</b>	Vibro-Replacement/Jet Grouting	\$0
	Demolition	\$27,566
	Grading / Bldg. Pads	\$117,376
	Water & Sewer	\$492,114
	Paving & Drainage	\$104,867
	Walks & Pavers	\$99,775
	Survey allowance	\$27,230
	<b>Site Work Total</b>	<b>\$868,928</b>
<b>2.1 Landscape</b>	Tree protection	\$0
	Tree relocation and/or removal	\$0
	Irrigation	\$10,212
	Landscape	\$14,846
	Hardscape / Pavers	\$0
	Fencing & Gates	\$0
<b>Landscape Total</b>	<b>\$25,058</b>	
<b>3.0 Concrete</b>	Concrete, footings and SOG	\$832,000
	Concrete, all other	\$0
	Barrier Cables	\$0
	Precast Joists	\$0
	Masonry	\$0
	<b>Concrete Total</b>	<b>\$832,000</b>
<b>5.0 Metals</b>	Railings	\$0
	Metal Joist	\$0
	Cable Railings	\$0

	Perforated Panels/Metal Screen Wall	\$0
	Miscellaneous	\$6,500
	Metal louvers at garage	\$0
	<b>Metals Total</b>	<b>\$6,500</b>
<b>6.0 Wood / Plastic</b>		
	Rough carpentry	\$0
	Trusses	\$0
	Cabinets	\$0
	Millwork	\$0
	<b>Wood / Plastic Total</b>	<b>\$0</b>
<b>7.0 Thermal Prot.</b>		
	Roofing	\$8,396
	Gutters and downspouts	\$0
	Insulation	\$0
	Waterproofing	\$11,683
	Caulking & sealant	\$0
	Fire sealant	\$0
	<b>Thermal Protection Total</b>	<b>\$20,079</b>
<b>8.0 Openings</b>		
	Windows & store front	\$19,777
	Exterior doors	\$17,927
	Interior doors	\$0
	Hardware	\$0
	Overhead Doors	\$0
	<b>Openings Total</b>	<b>\$37,704</b>
<b>9.0 Finishes</b>		
	Stucco	\$18,340
	Drywall	\$37,456
	Accoustical Ceilings	\$5,100
	Accoustical Panels	\$0
	Ceramic in units	\$0
	Flooring in common areas	\$20,205
	Paint	\$11,556
	Wallcoverings	\$0
	Millwork trim	\$0
	<b>Finishes Total</b>	<b>\$92,657</b>
<b>10.0 Specialties</b>		
	Toilet Partitions & Accessories	\$0
	Mail boxes/ misc.	\$0
	Fire Extinguishers	\$0
	Signage (ADA)	\$0
	<b>Specialties Total</b>	<b>\$0</b>
<b>11.0 Equipment</b>		
	Appliances	\$0
	Parking Control Equipment	\$0
	Theater Equipment and Staging	\$0
	AV Equipment	\$0

	<b>Equipment Total</b>	<b>\$0</b>
<b>12.0 Furnishings</b>		
	Window treatments in units	\$0
	Window treatments in common areas	\$0
	Wire Shelving	\$0
	Art Wall Allowance	\$0
	Concrete Benches/Picnic Table	\$0
	<b>Furnishings Total</b>	<b>\$0</b>
<b>13.0 Special Construction</b>		
	CCTV Security conduits w/pull strings	\$0
	Trash Chutes	\$0
	Picnic and Garden Shelters (Aluminum Trellis)	\$0
	<b>Special Construction Total</b>	<b>\$0</b>
<b>14.0 Elevator</b>		
	Elevator	\$0
	Elevator Finishes	\$0
	<b>Elevator Total</b>	<b>\$0</b>
<b>15.0 Mechanical</b>		
	Fire suppression engineering and shop dwgs	\$0
	Fire suppression material and labor	\$15,600
	Plumbing fixtures	\$0
	Plumbing material and labor	\$32,800
	HVAC material and equipment	\$55,920
	HVAC labor	\$0
	<b>Mechanical Total</b>	<b>\$104,320</b>
<b>16.0 Electrical</b>		
	General	\$97,437
	FPL Relocation	\$0
	LED Architectural Lighting	\$0
	Light fixtures	\$0
	Site Lighting	\$0
	Fire alarm	\$0
	<b>Electrical Total</b>	<b>\$97,437</b>
<b>17.0 Overhead</b>		<b>\$28,195</b>
<b>17.0 Profit</b>		<b>\$52,360</b>
	<b>Grand Total</b>	<b>\$2,285,714</b>



Exhibit C

[Type text]

### Contractor's Key Employees

- Guillermo Fernandez – President  
Email: [gfernandez@linkconstructiongroup.net](mailto:gfernandez@linkconstructiongroup.net)
- Mike Quesada – Director of Operations  
Email: [mquesada@linkconstructiogrpu.net](mailto:mquesada@linkconstructiogrpu.net)
- Nicholas Fuoco – Sr. Project Manager  
Email: [nfuoco@linkconstructiongroup.net](mailto:nfuoco@linkconstructiongroup.net)
- Armando Varona – Project Manager  
Email: [avarona@linkconstructiongroup.net](mailto:avarona@linkconstructiongroup.net)
- Omar Siddiqkara – Job Cost Accountant  
Email: [omarkara@linkconstructiongroup.net](mailto:omarkara@linkconstructiongroup.net)
- Mark Werntz – Superintendent  
Email: [mwerntz@linkconstructiongroup.net](mailto:mwerntz@linkconstructiongroup.net)
- George Parrack – Superintendent  
Email: [gparrack@linkconstructiongroup.net](mailto:gparrack@linkconstructiongroup.net)



# Application and Certificate For Payment

ALA DOCUMENT G702

EXHIBIT "D"

To (Owner): Seventh Avenue I, LTD  
2950 SW 27th Ave Suite 200  
Miami, FL 33133

Project: 7th Ave Transit Village - Transit Port  
6175 NW 6th Court  
Miami, FL 33127

Application #: \_\_\_\_\_  
Period To: \_\_\_\_\_

From (Contractor): LINK Construction Group  
7003 N Waterway Dr. Suite 218  
Miami, Florida 33155

VIA (Architect): Zyscovich Architects  
100 N. Biscayne Blvd, 27th Floor  
Miami, FL 33132

Contractors \_\_\_\_\_  
Project #: \_\_\_\_\_  
Contract Date: \_\_\_\_\_

## Contractor's Application for Payment

Application is made for Payment, as shown below, in connection with the contract. Continuation Sheet. ALA Document G703 is attached.

Change Order Summary			
Change Order #	Date Approved	Approved Additions	Approved Deductions
1			
2			
3			
4			
5			
Totals		0.00	50.00

1. Original Contract Sum \$2,285,714.00
2. Net Change by Change Orders 0.00
3. Contract Sum to Date (Line 1+2) 2,285,714.00
4. Total Completed and Stored to Date (Column G on G703) 0.00
5. Retainage
  - a 10% of Completed Work (Column D+E on G703) 0.00
  - b 0% of Stored Material (Column F on G703) 0.00
6. Total Retainage (lines 5a +5b) 0.00
7. Total Earned Less Retainage 0.00
8. Less Previous Certificates for Payment (Line 6 from prior Certificate) 0.00
9. Current Payment Due 0.00
9. Balance to Finish, Plus Retainage \$2,285,714.00

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Link Construction Group, Inc.

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014  
Notary Public: \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

## ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED \$ \_\_\_\_\_  
*(Attach explanation of amount certified differs from the amount applied, if any.)*

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Architect: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

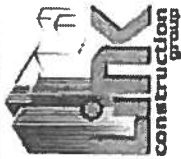
Continuation Sheet

AIA DOCUMENT G703

Job: 7th Ave Transit Village - Transit Portion  
 Job#: 0

Application #: 0  
 Application Date: 0-Jan-00

A	B	C	D	E	F	G	H	I	
Item #	Description of Work	Scheduled Value	From Previous Application	For This Period	Materials Presently Stored	Total Completed and Stored to Date	(G/C) %	Balance to Finish	Retainage
1	Site Work	\$868,928.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$868,928.00	\$0.00
2	Demolition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
3	Irrigation	\$10,212.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,212.00	\$0.00
4	Landscaping	\$14,846.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$14,846.00	\$0.00
5	Fencing and Gates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
6	Concrete	\$832,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$832,000.00	\$0.00
7	Masonry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
8	Structural Steel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
9	Misc. Metals	\$6,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$6,500.00	\$0.00
10	Carpentry - Millwork	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
11	Roofing	\$8,396.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$8,396.00	\$0.00
12	Caulking & Waterproofing	\$11,683.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,683.00	\$0.00
13	Doors, Frames and Hardware	\$17,927.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$17,927.00	\$0.00
14	Glazing & Glazing	\$19,777.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,777.00	\$0.00
15	Stucco	\$18,340.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$18,340.00	\$0.00
16	Framing - Drywall	\$37,456.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$37,456.00	\$0.00
17	Acoustical Ceilings	\$5,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,100.00	\$0.00
18	Flooring	\$20,205.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$20,205.00	\$0.00
19	Painting	\$11,556.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$11,556.00	\$0.00
20	Toilet Partitions & Accessories	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
21	Misc. Specialties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
22	Furnishings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
23	Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
24	Special Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
25	Elevator/Escalators	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
26	Fire Sprinkler	\$15,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,600.00	\$0.00
27	Plumbing	\$32,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$32,800.00	\$0.00
28	Mechanical	\$55,920.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$55,920.00	\$0.00
29	Electrical	\$97,437.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$97,437.00	\$0.00
30	General Conditions	\$100,701.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$100,701.00	\$0.00
31	Contractor's Overhead & Profit	\$80,555.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$80,555.00	\$0.00
32	Permit Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
33	Premium Bond Fees	\$19,775.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$19,775.00	\$0.00
		\$2,285,714.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,285,714.00	\$0.00



**7th Avenue Transit Village  
Phases 1A and 1B  
Exhibit E**

# CARLISLE

ID	Task Name	Duration	Start	Finish	Gantt Chart																				
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4									
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr				
1	<b>Overall Construction Schedule</b>	<b>411 days</b>	<b>Wed 1/1/14</b>	<b>Sun 2/15/15</b>	[Gantt bar spanning from Dec 15, 2013 to Feb 15, 2015]																				
2	Mobilization	1 day	Wed 1/1/14	Wed 1/1/14	[Gantt bar from Dec 15, 2013 to Dec 16, 2013]																				
3	Residential Tower	390 days	Thu 1/2/14	Mon 1/26/15	[Gantt bar from Dec 17, 2013 to Feb 26, 2015]																				
4	Structure	285 days	Thu 1/2/14	Mon 10/13/14	[Gantt bar from Dec 17, 2013 to Oct 13, 2014]																				
5	Vibro Compaction	12 days	Thu 1/2/14	Mon 1/13/14	[Gantt bar from Dec 17, 2013 to Dec 31, 2013]																				
6	Foundations	28 days	Tue 1/14/14	Mon 2/10/14	[Gantt bar from Dec 17, 2013 to Feb 10, 2014]																				
7	Form and Pour Deck 1	14 days	Tue 2/4/14	Mon 2/17/14	[Gantt bar from Dec 17, 2013 to Feb 17, 2014]																				
8	Form and Pour Deck 2	21 days	Tue 2/18/14	Mon 3/10/14	[Gantt bar from Dec 17, 2013 to Mar 10, 2014]																				
9	Form and Pour Deck 3	21 days	Tue 3/4/14	Mon 3/24/14	[Gantt bar from Dec 17, 2013 to Mar 24, 2014]																				
10	Form and Pour Deck 4	21 days	Tue 3/18/14	Mon 4/7/14	[Gantt bar from Dec 17, 2013 to Apr 7, 2014]																				
11	Form and Pour Deck 5	14 days	Tue 4/8/14	Mon 4/21/14	[Gantt bar from Dec 17, 2013 to Apr 21, 2014]																				
12	Form and Pour Deck 6	14 days	Tue 4/22/14	Mon 5/5/14	[Gantt bar from Dec 17, 2013 to May 5, 2014]																				
13	Form and Pour Deck 7	14 days	Tue 5/6/14	Mon 5/19/14	[Gantt bar from Dec 17, 2013 to May 19, 2014]																				
14	Form and Pour Deck 8	14 days	Tue 5/20/14	Mon 6/2/14	[Gantt bar from Dec 17, 2013 to Jun 2, 2014]																				
15	Form and Pour Deck 9	14 days	Tue 6/3/14	Mon 6/16/14	[Gantt bar from Dec 17, 2013 to Jun 16, 2014]																				
16	Form and Pour Roof Deck	14 days	Tue 6/17/14	Mon 6/30/14	[Gantt bar from Dec 17, 2013 to Jun 30, 2014]																				
17	Parapets	21 days	Tue 6/24/14	Mon 7/14/14	[Gantt bar from Dec 17, 2013 to Jul 14, 2014]																				
18	Slab On Grade	21 days	Tue 5/13/14	Mon 6/2/14	[Gantt bar from Dec 17, 2013 to Jun 2, 2014]																				
19	Roofing	35 days	Tue 7/15/14	Mon 8/18/14	[Gantt bar from Dec 17, 2013 to Aug 18, 2014]																				
20	Mechanical Equipment	56 days	Tue 8/19/14	Mon 10/13/14	[Gantt bar from Dec 17, 2013 to Oct 13, 2014]																				
21	<b>Building Skin</b>	<b>210 days</b>	<b>Tue 4/29/14</b>	<b>Mon 11/24/14</b>	[Gantt bar from Dec 17, 2013 to Nov 24, 2014]																				
22	CMU / Filled Cells Floor 1	14 days	Tue 6/3/14	Mon 6/16/14	[Gantt bar from Dec 17, 2013 to Jun 16, 2014]																				
23	CMU / Filled Cells 2	14 days	Tue 4/29/14	Mon 5/12/14	[Gantt bar from Dec 17, 2013 to May 12, 2014]																				
24	CMU / Filled Cells Floor 3	14 days	Tue 5/6/14	Mon 5/19/14	[Gantt bar from Dec 17, 2013 to May 19, 2014]																				
25	CMU / Filled Cells / Windows Floor	28 days	Tue 5/20/14	Mon 6/16/14	[Gantt bar from Dec 17, 2013 to Jun 16, 2014]																				
26	CMU / Filled Cells / Windows Floor	28 days	Tue 6/3/14	Mon 6/30/14	[Gantt bar from Dec 17, 2013 to Jun 30, 2014]																				
27	CMU / Filled Cells / Windows Floor	28 days	Tue 6/17/14	Mon 7/14/14	[Gantt bar from Dec 17, 2013 to Jul 14, 2014]																				



**7th Avenue Transit Village  
Phases 1A and 1B  
Exhibit E**

**CARLISLE**

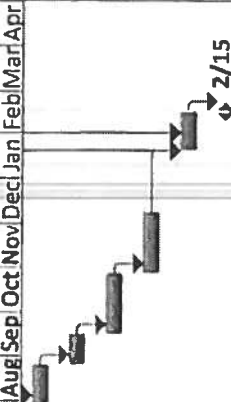
ID	Task Name	Duration	Start	Finish	Calendar																	
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
28	CMU / Filled Cells / Windows Floor	28 days	Tue 7/1/14	Mon 7/28/14																		
29	CMU / Filled Cells / Windows Floor	28 days	Tue 7/15/14	Mon 8/11/14																		
30	CMU / Filled Cells / Windows Floor	28 days	Tue 7/29/14	Mon 8/25/14																		
31	Stucco / Stone & Wall Finishes	91 days	Tue 8/26/14	Mon 11/24/14																		
32	<b>Interiors</b>	<b>294 days</b>	<b>Tue 4/8/14</b>	<b>Mon 1/26/15</b>																		
33	1st Floor	294 days	Tue 4/8/14	Mon 1/26/15																		
34	2nd Floor	147 days	Tue 4/15/14	Mon 9/8/14																		
35	3rd Floor	147 days	Tue 4/22/14	Mon 9/15/14																		
36	4th Floor	210 days	Tue 5/27/14	Mon 12/22/14																		
37	5th Floor	210 days	Tue 6/3/14	Mon 12/29/14																		
38	6th Floor	210 days	Tue 6/10/14	Mon 1/5/15																		
39	7th Floor	210 days	Tue 6/17/14	Mon 1/12/15																		
40	8th Floor	210 days	Tue 6/24/14	Mon 1/19/15																		
41	9th Floor	210 days	Tue 7/1/14	Mon 1/26/15																		
42	System Programming / Testing	98 days	Tue 9/9/14	Mon 12/15/14																		
43	Final Building Inspections	28 days	Tue 12/23/14	Mon 1/19/15																		
44	Temporary Certificate of Occupancy	0 days	Mon 1/19/15	Mon 1/19/15																		
45	<b>Theatre / retail Building</b>	<b>304 days</b>	<b>Tue 2/18/14</b>	<b>Thu 12/18/14</b>																		
46	Shell	98 days	Tue 2/18/14	Mon 5/26/14																		
47	Interiors	190 days	Tue 5/27/14	Tue 12/2/14																		
48	System Programming / Testing	14 days	Wed 11/19/14	Tue 12/2/14																		
49	Inspections	16 days	Wed 12/3/14	Thu 12/18/14																		
50	Temporary Certificate of Occupancy	0 days	Thu 12/18/14	Thu 12/18/14																		
51	<b>Sitework</b>	<b>314 days</b>	<b>Tue 4/8/14</b>	<b>Sun 2/15/15</b>																		
52	Drainage	28 days	Tue 4/8/14	Mon 5/5/14																		
53	Water / Sewer Installations	56 days	Tue 5/6/14	Mon 6/30/14																		
54	Road work / Restoration	28 days	Tue 7/1/14	Mon 7/28/14																		



7th Avenue Transit Village  
Phases 1A and 1B  
Exhibit E

# CARLISLE

ID	Task Name	Duration	Start	Finish	Timeline																	
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4						
					Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
55	Canopy Structures	28 days	Tue 7/29/14	Mon 8/25/14																		
56	Concrete Walks	21 days	Tue 8/26/14	Mon 9/15/14																		
57	Hardscape	42 days	Tue 9/16/14	Mon 10/27/14																		
58	Landscape	42 days	Tue 10/28/14	Mon 12/8/14																		
59	Final Inspections	27 days	Tue 1/20/15	Sun 2/15/15																		
60	Permanent Certificate of Occupancy	0 days	Sun 2/15/15	Sun 2/15/15																		



**Exhibit F**

Bond No. 0157219

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Link Construction Group, Inc.  
7003 North Waterway Drive, Suite 218  
Miami, FL 33155

**SURETY:**

*(Name, legal status and principal place of business)*

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Seventh Avenue I, Ltd.  
2950 S.W. 27th Avenue, Suite 200  
Miami, FL 33133

475 Steamboat Road  
Greenwich, CT 06830

**CONSTRUCTION CONTRACT**

Date: November 17, 2014

Amount: \$ 2,285,714.00

Two Million Two Hundred Eighty Five Thousand Seven Hundred Fourteen Dollars and 00/100

**Description:**

*(Name and location)*

Seventh Avenue Transit Village - A Multi-Family Affordable Transit Oriented Development with Commercial Components, Located at NW 7th Avenue and NW 62nd Street, Miami, FL - Transit Portion

**BOND**

Date: December 19, 2014

*(Not earlier than Construction Contract Date)*

Amount: \$2,285,714.00

Two Million Two Hundred Eighty Five Thousand Seven Hundred Fourteen Dollars and 00/100

Modifications to this Bond:

None

See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Link Construction Group, Inc.

**SURETY**

Company: *(Corporate Seal)*

Berkley Insurance Company

Signature: 

Name and Title:

Guillermo Fernandez  
President

Signature: 

Name and Title:

Charles D. Nielson  
Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Nielson, Hoover & Associates  
8000 Governors Square Blvd. #101  
Miami Lakes, FL 33016  
305-722-2663  
S-1852/AS 8/10

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Zyscovich, Inc.  
100 North Biscayne Boulevard, 27th Floor  
Miami, FL 33132

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address



Bond No. 0157219

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Link Construction Group, Inc.  
7003 North Waterway Drive, Suite 218  
Miami, FL 33155

**SURETY:**

*(Name, legal status and principal place of business)*

Berkley Insurance Company  
475 Steamboat Road  
Greenwich, CT 06830  
Mailing Address for Notices

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

**OWNER:**

*(Name, legal status and address)*

Seventh Avenue I, Ltd.  
2950 S.W. 27th Avenue, Suite 200  
Miami, FL 33133

475 Steamboat Road  
Greenwich, CT 06830

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**

Date: November 17, 2014

Amount: \$2,285,714.00

Two Million Two Hundred Eighty Five Thousand Seven Hundred Fourteen Dollars and 00/100

**Description:**

*(Name and location)*

Seventh Avenue Transit Village - A Multi-Family Affordable Transit Oriented Development with Commercial Components, Located at NW 7th Avenue and NW 62nd Street, Miami, FL - Transit Portion

**BOND**

Date: December 19, 2014

*(Not earlier than Construction Contract Date)*

Amount: \$2,285,714.00

Two Million Two Hundred Eighty Five Thousand Seven Hundred Fourteen Dollars and 00/100

Modifications to this Bond:

None

See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

Link Construction Group, Inc.

**SURETY**

Company: *(Corporate Seal)*

Berkley Insurance Company

Signature: 

Name and Title: Guillermo Fernandez  
President

Signature: 

Name and Title: Charles D. Nielson  
Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Nielson, Hoover & Associates  
8000 Governors Square Blvd. #101  
Miami Lakes, FL 33016  
305-722-2663  
S-2149/AS 6/10

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Zyscovich, Inc.  
100 North Biscayne Boulevard, 27th Floor  
Miami, FL 33132

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

**This bond hereby is amended so that the provisions and limitations of Section 713.23 Florida Statutes are incorporated herein by reference.**

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title:

Address

Signature: \_\_\_\_\_

Name and Title:

Address





## **Exhibit G**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2014

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).

<b>PRODUCER</b> Collinworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> Teresa Garrido <b>PHONE</b> (A/C, No., Ext): (305) 822-7800 <b>FAX</b> (A/C, No.): (305) 362-2443 <b>E-MAIL</b> ADDRESS: tgarrido@caffllc.com																					
<b>INSURED</b>  Link Construction Group, Inc. 7003 N. Waterway Drive Ste. 217, 218 & 219 Miami, FL 33155	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER B:</td> <td>Sentinel Insurance Co Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER C:</td> <td>North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER D:</td> <td>Hartford Ins Co of the SE</td> <td>38261</td> </tr> <tr> <td>INSURER E:</td> <td>Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Twin City Fire Insurance Co	29459	INSURER B:	Sentinel Insurance Co Ltd	11000	INSURER C:	North River Insurance Company	21105	INSURER D:	Hartford Ins Co of the SE	38261	INSURER E:	Federal Insurance Company	20281	INSURER F:		
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## 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	ADDT/SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Add'l Insd <input checked="" type="checkbox"/> Blkt Waiver of Sub		21UENQT4625	8/8/2014	8/8/2015	EACH OCCURRENCE	\$ 1,000,000			
	GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000			
						MED EXP (Any one person)	\$ 10,000			
						PERSONAL & ADV INJURY	\$ 1,000,000			
						GENERAL AGGREGATE	\$ 2,000,000			
						PRODUCTS - COMP/OP AGG	\$ 2,000,000			
\$										
B	<input checked="" type="checkbox"/> 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		21UUNQT4624S5	8/8/2014	8/8/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
						BODILY INJURY (Per person)	\$			
						BODILY INJURY (Per accident)	\$			
						PROPERTY DAMAGE (Per accident)	\$			
\$										
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION S		5811032304	8/8/2014	8/8/2015	EACH OCCURRENCE	\$ 10,000,000			
						AGGREGATE	\$ 20,000,000			
	\$									
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <span style="float: right; margin-left: 20px;">Y/N   N/A</span>		21WBQT3317	8/8/2014	8/8/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER				
						E.L. EACH ACCIDENT	\$ 1,000,000			
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
E	Equipment Floater		06689481ECE	10/16/2013	10/16/2014	Leased/Rented	100,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: 7th Avenue Transit Village Location: SE corner of NW 7th and NW 62nd Street, Miami, FL

## CERTIFICATE HOLDER

## CANCELLATION

Seventh Avenue I, Ltd 2950 SW 27th Avenue, Suite 200 Miami, FL 33133	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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# CERTIFICATE OF LIABILITY INSURANCE

LINKCON-01 TGARRIDO

DATE (MM/DD/YYYY)  
8/6/2014

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.

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<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> Teresa Garrido <b>PHONE (A/C, No, Ext):</b> (305) 822-7800 <b>E-MAIL ADDRESS:</b> tgarrido@caffilc.com		<b>FAX (A/C, No):</b> (305) 362-2443													
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<b>INSURED</b> Link Construction Group, Inc. 7003 N. Waterway Drive Ste. 217, 218 & 219 Miami, FL 33155																


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

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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			21UENQT4625	8/8/2014	8/8/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Add'l Insd <input checked="" type="checkbox"/> Blkt Waiver of Sub GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			21UUNQT4624S5	8/8/2014	8/8/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
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C	UMBRELLA LIAB			5811032304	8/8/2014	8/8/2015	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTIONS <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 20,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBQT3317	8/8/2014	8/8/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Equipment Floater			06689481ECE	10/16/2013	10/16/2014	Leased/Rented 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: 7th Avenue Transit Village Location: SE corner of NW 7th and NW 62nd Street, Miami, FL

**CERTIFICATE HOLDER****CANCELLATION**

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	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/6/2014

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<b>PRODUCER</b> Collinsworth, Alter, Fowler & French, LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016	<b>CONTACT NAME:</b> Teresa Garrido <b>PHONE</b> (A/C, Hq, Ext): (305) 822-7800 <b>FAX</b> (A/C, No): (305) 362-2443 <b>E-MAIL ADDRESS:</b> tgarrido@caffllc.com														
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INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			21UENQT4625	8/8/2014	8/8/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Bikt Add'l Insd						PERSONAL & ADV INJURY	\$ 1,000,000
	<input checked="" type="checkbox"/> Bikt Waiver of Sub						GENERAL AGGREGATE	\$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY			21UUNQT4624S5	8/8/2014	8/8/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	5811032304	8/8/2014	8/8/2015	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 20,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION S						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			21WBQT3317	8/8/2014	8/8/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Equipment Floater			06689481ECE	10/16/2013	10/16/2014	Leased/Rented	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project: 7th Avenue Transit Village Location: SE corner of NW 7th and NW 82nd Street, Miami, FL

<b>CERTIFICATE HOLDER</b>  Seventh Avenue I, Ltd 2950 SW 27th Avenue, Suite 200 Miami, FL 33133	<b>CANCELLATION</b>  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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## Exhibit H – Governmental Requirements

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### **1. COMPLIANCE WITH ALL APPLICABLE LAW**

Contractor understands that this Project is funded through numerous funding sources, including, but not limited to federal, state and local funding sources. Contractor agrees to comply with all federal, state and local laws, statutes, ordinances, and requirements associated with this Project including, but not limited to, those provisions identified herein, those provisions to which Owner is obligated pursuant to its development and funding agreements, and any other applicable federal, state and local laws, statutes, ordinances, and requirements. Further, Contractor agrees to comply with and be responsible for any and all reporting requirements associated with any federal, state and local laws, statutes, ordinances, and requirements for the Project. Moreover, Contractor shall require all Contractor's subcontractors to comply with all federal, state and local laws, statutes, ordinances, and requirements associated with this Project and shall require that all of the following flow-down clauses are contained in all Contractor's subcontractors agreements.

### **2. CIVIL RIGHTS REQUIREMENTS**

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to this Agreement:
  - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction or architectural activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (3) The Contractor also agrees to include these requirements in each lower tier contractor agreement financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **3. AMERICANS WITH DISABILITIES ACT REQUIREMENTS**

Contractor shall comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Contractor agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing. Among those regulations and directives are:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

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(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;

#### **4. CONFLICTS OF INTEREST**

To the extent applicable, the Contractor, by signing this Agreement, certifies the following regarding personal and organizational conflicts of interest:

(1) Personal Conflicts of Interest. The Contractor agrees that its code of conduct or standards of conduct shall prohibit its employees, officers, or agents from participating in any agreement, lease, third party contract, or other arrangement if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a conflict of interest with Miami-Dade County or any of its operating units.

#### **5. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

To the extent this Contractor is a covered transaction for purposes of 49 CFR Part 29, the Contractor verifies that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transactions it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **6. BUY AMERICA REQUIREMENTS**

To the extent applicable, Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a

waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7.

#### **7. STATEWIDE AND METROPOLITAN TRANSPORTATION PLANNING**

To the extent applicable, the Contractor agrees to design the Project in accordance with the following Federal planning and private enterprise provisions:

- (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1);
- (2) Joint FHWA/FTA regulations, "Statewide Transportation Planning; Metropolitan Transportation Planning," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 and any amendments thereto.

#### **8. NATIONAL ENVIRONMENTAL POLICY ACT OF 1969**

To the extent applicable, Contractor shall comply with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended (NEPA), 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and other applicable Federal environmental protection regulations that may be promulgated at a later date. The Contractor agrees to comply with the applicable provisions of 23 U.S.C. § 139 pertaining to environmental procedures, and, as applicable, 23 U.S.C. § 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETEA-LU Environmental Review Process (Public Law 109-59)," 71 *Fed. Reg.* 66576 *et seq.*, November 15, 2006, and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

**Mitigation of Adverse Environmental Effects.** Contractor agrees to take all reasonable measures to minimize the impact adverse environmental effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771, 23 C.F.R. Part 774, and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (*i.e.*, environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303). The Contractor also agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of the contract. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of the contract for the project as soon as agreement with the Federal Government is reached. The Contractor agrees that any mitigation measures agreed on may not be modified or withdrawn without the written approval of the Federal Government.

#### **9. ENVIRONMENTAL JUSTICE**

To the extent applicable, the Contractor agrees to facilitate compliance with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note; and DOT Order 5620.3, "Department of Transportation Actions To Address Environmental Justice in Minority



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Populations and Low-Income Populations," 62 Fed. Reg. 18377 *et seq.*, April 15, 1997, except to the extent that the Federal Government determines otherwise in writing.

**10. HISTORIC PRESERVATION**

To the extent applicable, the Contractor shall:

(1) Comply with the Federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(a) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, if applicable, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included or eligible for inclusion in the National Register of Historic Places that may be affected by the project, and agrees to notify FTA of affected properties.

(b) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

**11. SEISMIC SAFETY REQUIREMENTS**

To the extent applicable, the Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**12. ENERGY ASSESSMENTS**

To the extent applicable, the Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act,(Pub. L. 94-1 63).

**13. LOBBYING**

To the extent applicable, Contractor shall comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]. Contractor certifies, pursuant to 49 CFR part 20, "New Restrictions on Lobbying" that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an

employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

(3) The undersigned shall require that the language of this certification be included in the award documents for all consultant awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Lower Tier contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **14. DISADVANTAGED BUSINESS ENTERPRISE (DBE), MBE AND WBE PARTICIPATION**

To the extent applicable, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Owner and/or Miami-Dade County/Miami-Dade Transit deems appropriate. Each lower tier contractor agreement must include the assurance in this paragraph (see 49 CFR 26.13(b)). Contractor shall make reasonably best efforts to achieve a DBE goal of twenty-five percent (25%) of the total cost of the construction of the Transit Hub.

Contractor shall comply with Executive Orders 11625 (as amended by Executive Order 12007), 13170, 12432, and 12138. Contractor shall make its best efforts to: (i) make contracting information available to MBEs and WBEs and place qualified MBEs and WBEs and small business concerns on solicitation lists; (ii) the Development Services into smaller tasks or quantities to permit maximum participation by MBEs and WBEs and small business concerns provided that doing so does not unnecessarily negatively impact the Development Plan or Development Budget; (iii) establish a Development Schedule and Development Budget which encourages participation by MBEs, WBEs and small business concerns; and (iv) use the services and assistance of any local minority assistance organizations and various state and local government small business agencies; (v) identify opportunities where small business concerns, MBEs and WBEs can participate in the implementation of the Development; and (vi) encourage all Subcontractors to identify opportunities for participation by small business, MBEs and WBEs.

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**15. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

(1) The Contractor acknowledges that, to the extent applicable, the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. The Contractor certifies the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each lower tier contractor agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the lower tier contractor who will be subject to the provisions.

**16. NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Contractor and Owner acknowledge and agree that, to the extent applicable, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Owner or Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from this contract.

(2) The Contractor agrees to include the above clause in each consultant agreement financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the consultant who will be subject to its provisions.

**17. UNIFORM RELOCATION**

To the extent applicable, Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 *et seq.*, and 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons whose property is acquired as a result of a Federal or federally assisted program. These requirements apply to all interests in real property acquired for project purposes irrespective of Federal participation in the cost of that real property.

**18. COMPLIANCE WITH 24 CFR PART 135 (Section 3 Clause).**

To the extent the Agreement is funded in whole or in part through HUD financial assistance or other housing and community development assistance funding subject to the requirements of 24 CFR part 135, then:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the

provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

#### **19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS.**

Contractor shall comply with all obligations of the Davis-Bacon and Copeland Anti-Kickback Acts codified at 40 USC 3141, et seq. and 18 USC 874 and all obligations of 29 CFR § 5.5.

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of 29 CFR § 5.5; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

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(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Owner, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of

the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Labor, and shall permit such representatives to



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interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees - (i) Apprentices** - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in

accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## **20. CLEAN AIR AND WATER ACT.**

If this Agreement is funded by HUD and to the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

## **21. COMPLIANCE WITH HOME REGULATIONS**

Contractor acknowledges that this Project includes HOME funds and Contractor shall comply with all applicable program regulations of 24 CFR Part 92, including , but not limited to the following provisions:

### **Audit and Record Keeping requirements**

Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the Project Sponsor, the Owner, or any Project contractor or subcontractor including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.

Submit to the City an audit conducted by an independent certified public accountant or firm of independent certified public accountants in accordance with generally accepted auditing standards, including audited financial statements and a report on compliance with laws and regulations based on the audit of financial statements. Two copies of each such audit must be delivered no later than six (6) months following the end of each fiscal year. Each such audited financial statement is to be for the 12 months ended December 31 and shall include:

Comparative Balance Sheet with prior year and current year balances;  
Statement of revenue and expenses;  
Statement of changes in fund balances or equity;  
Statement of cash flows; and  
Notes

The financial statements shall be accompanied by a certification, as applicable, as to the accuracy of such financial statements. At the request of the City, shall also furnish to the City unaudited financial statements certified by the principal financial or accounting officer, covering such financial matters as the City may request, including without limitation, monthly statements with respect to the Project.

Shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices, which records shall sufficiently and properly reflect all revenues and expenditures of Funds provided directly or indirectly by the City. Ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection or audit by the City and federal personnel and any other personnel duly authorized by the City.

If the City, or the Contractor has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities relating to the Project, the Retention Period (as defined below) shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the City, fully, completely and finally resolved. The Project Contractor shall allow, and cause, the City or any person authorized by the City full access to and the right to examine any of the Contract Records during the required Retention Period.

The Project Contractor shall retain, all Contract Records for five (5) years after expiration of the Affordability Period (the "Retention Period") of 30 years

All of the Contract Records are subject to the provisions of Chapter 119, Florida Statutes, commonly referred to as the "Public Records Law". Upon request, the Project Contractor shall provide all Contract Records to the City. The requested Contract Records shall become the property of the City without restriction, reservation, or limitation on their use and shall be made available by the Project Contractor at any time upon request by the City. The City shall have the unlimited right to all books, articles, or other copyrightable materials developed, including, but not limited to, the right of royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the Contract Records for public purposes. If the Project Contractor receives funds from, or is under regulatory control of, other governmental agencies and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Project Contractor shall provide a copy of each such report and any follow-up communications and reports to the City immediately upon such issuance unless such disclosure is a violation of those agencies' rules.

## **22. RETENTION AND INSPECTION OF RECORDS.**

Pursuant to 24 CFR § 85.26(i)(10 and 11), access shall be given by Contractor to Owner an USHUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement and Project, for purposes of making an audit, examination, excerpts, and transcriptions. All records shall be retained for three (3) years after completion of the Project.

## **23. ART IN PUBLIC SPACES.**

Contractor shall comply with all provisions of the Miami-Dade Art in Public Spaces Program.

**24. CONTRACT WORK HOURS AND SAFETY STANDARDS.** To the extent applicable, the Contractor shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.327-330) as supplemented by Department of Labor regulations (29 CFR Part 6).

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**25. ENERGY EFFICIENCY.**

Contractor shall comply with mandatory standards and policies related to energy efficiency which are contained in the State of Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**26. EXECUTIVE ORDER 13279.**

Contractor shall comply with Executive Order 13279 and all applicable HUD regulations related to the requirement for equal participation of Faith-Based and Community Organizations in HUD programs and activities. It is the policy of the County that it shall not discriminate against an organization on the basis of the organization's religious character or affiliation.

**27. FAIR HOUSING ACT.**

Contractor shall comply with the Fair Housing Act of 1968 (42 U.S.C. 3601-19 and regulations pursuant thereto (24 CFR Part 100) as amended; Executive Order 11063 (Equal Opportunity in Housing) and regulations pursuant thereto (24 CFR Part 107); and the fair housing poster regulations (24 CFR Part 110); Title II of the Americans with Disabilities Act 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973; the Architectural Barriers Act of 1968; Section 109 of the Housing and Community Development Act of 1974 (Section 109); and the respective implementing regulations for each Act.

**28. HUD REFORM ACT.**

Contractor shall comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD.

**29. LEAD BASED PAINT.**

Contractor shall comply with Lead-Based Paint Poisoning Act (42 USC 4821, et. Seq., 24 CFR §92.355 and 24 CFR Part 35, subparts A, B, J, K, M and R).

**30. RESTRICTIVE DRAWINGS AND SPECIFICATIONS.**

In accordance with 24 CFR, the Contractor shall not require the use of materials, products, or services that unduly restrict competition, 24 CFR § 85.36(e)(3)(i).

**31. 24 CFR § 92.251.**

Contractor must comply with all Property standards contained in 24 CFR § 92.251.

**32. EXECUTIVE ORDER 11063.**

Contractor shall comply with Executive Order 11063 related to equal opportunity in housing.

**33. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor verifies that none of the Contractors, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

The certification in this clause is a material representation of fact relied upon by Owner. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

**34. HUD REFORM ACT.**

Contractor shall comply with Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and regulations issued pursuant thereto (24 CFR Part 4, Sub-Part A) which contain provisions designed to ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. Contractor shall also comply with Section 13 of the Department of Housing and Urban Development Act of 1974, as amended by Section 112 of the HUD Reform Act of 1989 (repealed by the Lobbying Disclosure Act of 1995), and as implemented at 24 C.F.R., Part 86 (as repealed by Pub. L. 104-65).

**35. CONTRACTING WITH SMALL & MINORITY FIRM, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS.**

Contractor shall comply with 24 CFR 85.36(e).

**36. PREVAILING WAGES.**

To the extent applicable, in accordance with 42 U.S.C. § 1437j, the Contractor shall pay not less than the wages prevailing in the locality, as determined by or adopted (subsequent to a determination under applicable State or local law) by the Secretary of HUD.

**37. DISCRIMINATORY VENDOR LIST.**

Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended). Owner hereby relies on such representations when entering into this Agreement.

**38. DRUG FREE WORK PLACE**

Contractor shall comply with the Drug-Free Workplace Act of 1988 (42 U.S. C. 701 et. seq) and HUD's implementing regulations at 2 CFR part 2429.

**39. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor shall comply with the Immigration Reform and Contractor Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359, as applicable.

To the extent applicable, Contractor shall comply with the cost principles of OMB Circular A-87, the audit requirements of OMB Circular A-133, and any other Federal, state or local law, regulation, rule or ordinance applicable to this Project.



## Exhibit I Tropical Storm / Hurricane Preparedness Plan

### **I. INTRODUCTION**

The purpose of this document is to amplify the Project Safety Plan with specific details of responsibility and procedures to be followed during the hurricane season from June to December. It does not supercede the Safety Plan; it expounds on it to protect lives and property should the any Link Project face the threat of a tropical storm or hurricane.

The essence of this plan is comprised of three stages: planning, initiation, and final preparations completion. The planning takes place prior to the commencement of the hurricane season on June 1<sup>st</sup>. During the planning stage, contractors must have assigned individuals responsibilities by name to ensure sufficient manpower and equipment is available to safeguard lives and property should a tropical storm/hurricane be predicted.

The initiation stage requires the emergency personnel to perform the final storm preparations as the other personnel evacuate the site until the storm passes and it is safe to return to work. The emergency personnel should complete their tasks to secure loose materials and equipment within eight hours and they also evacuate the site. ***Under no circumstances should any individual remain on site during the passing of a tropical storm or hurricane for which the site has been evacuated.***

The timing of these three phases for the project will follow the timing decisions of the National Hurricane Center



**Exhibit I  
Tropical Storm / Hurricane  
Preparedness Plan**

**I. ADMINISTRATION**

**A. Project Directory and Definitions Pertaining To Tropical Storm/Hurricane Preparedness**

<b>General Contractor</b>	Link Construction Group
<b>Contractor</b>	Contractors, Subcontractors, and Sub-subcontractors performing work at the job site are required to comply with this addendum.
<b>Storm Alert</b>	Issued when a storm system with sustained winds of 39 mph, but less than 74 mph is within 48 to 24 hours of projected landfall.
<b>Storm Warning</b>	Issued when a storm system with wind velocities of 39 but less than 74 mph is within 24 hours of projected landfall.
<b>Storm Watch</b>	Called whenever a storm is within 72 hours of projected landfall.
<b>Hurricane Alert</b>	Issued when a storm system with winds of 74 mph or more is within 48 to 24 hours of projected landfall.
<b>Hurricane Warning</b>	Issued when a storm system with winds of 74 mph or more is within 24 hours of projected landfall.

<b>Hurricane Category</b>	<b>Maximum Sustained Winds</b>	<b>Storm Surge</b>	<b>Anticipated Damage</b>
1	74-95 mph, 64 – 82 knots	2-4 feet	minor
2	96-110 mph, 83 – 95 knots	6-8 feet	moderate
3	111-130 mph, 96 – 112 knots	9-12 feet	severe
4	131-155 mph, 113 – 134 knots	13-18 feet	extreme





## Exhibit I Tropical Storm / Hurricane Preparedness Plan

5      Over 155 mph, 134 knots      Over 18 feet      catastrophic

### **II. DUTIES AND RESPONSIBILITIES**

#### **A. Planning Stage**

1. Ensure prior to June 1<sup>st</sup> (or upon commencement of work between June 1<sup>st</sup> and December 1<sup>st</sup>) that each contractor has a list of names and phone numbers of a storm plan coordinator and emergency team individuals for his company and his sub-contractors that will perform the final preparations for the storm.

#### **General Contractor:**

1. Function as the storm coordinator point of contact.
2. Determine how many emergency team workers with specific skills and what equipment will be necessary to secure loose materials that could endanger the public during a storm.
3. Keep the list of emergency team workers and equipment up to date to reflect changes in construction progress.
4. Provide Link Construction Group with the initial list of your coordinator and emergency team workers and required emergency equipment for you and your sub-contractors and updates this list as changes occur.

#### **B. Initiation Stage**

#### **General Contractor:**

1. Ensure adequate materials and manpower is on site to execute necessary preventive measures.



## Exhibit I Tropical Storm / Hurricane Preparedness Plan

2. Upon notification that the storm is within 48 hours of projected landfall, release the emergency crews that they may prepare their homes and have them return in 24 hours to complete the final storm site preparations.
  
3. Adjust the work schedule to accommodate the following storm preparations:
  - Secure trailers with cables and board all windows/openings.
  - Remove all debris and loose lumber from the area and secure and protect building materials stored on site. Materials stored in low areas should be moved to higher elevations.
  - Photograph the entire job site inside and outside. This will assist with determining the extent of the damage and document precautionary measures employed prior to the storm.
  - Inspect all fire protection devices for proper storage.
  - Ensure all drainage areas are cleaned out.
  - Ensure all equipment is fueled.
  - As appropriate, have the electrician electrically safe the job by opening all electrical feeds to the site prior to evacuation or at the direction of the Link Construction.
  - Have emergency lighting on standby off site and locate generators for use after a storm.
  - Boom down and/or freewheel all cranes. Disconnect all electrical service to tower cranes

### **C. Final Preparations Stage**

1. Ensure that all individuals other than the final preparations emergency crew have evacuated the site.
  
2. Ensure that all individuals have evacuated when the preventive procedures are completed or if the wind speeds exceed 40 mph on site.



## Exhibit I Tropical Storm / Hurricane Preparedness Plan

3. Assess that the sub-contractors have completed all final preparations.
4. Ensure that the emergency crews complete all final preparations for you and your sub-contractors that were started during the previous phase.

### **IV. CONCLUSION**

In executing this plan, we must take extra precaution that we not are taken up with emotion and allow unsafe practices to occur, thus injuring the same workers we are trying to protect. We can best avoid this crisis panic approach by proper preparation and ensuring adequate numbers of correctly skilled workers are assigned to the emergency preparations team and that they are correctly equipped.

Since storm prediction remains uncertain, we may find ourselves fully executing this plan only to find that the storm passed us by. Afterwards, we can see what works and what we can do better the next for the next time.



Exhibit I  
Tropical Storm / Hurricane  
Preparedness Plan

**Tropical Storm/Hurricane Representative Appointment**

**Contractor Name:** Link Construction Group

**Project Manager:**

**Address:**

**Phone (Job Site):**

The following individual is appointed as the Tropical Storm/Hurricane Representative to represent this contractor on storm issues

**Tropical Storm/  
Hurricane Rep.:**

**Phone:**

**Cell Phone:**

**Email :**

\_\_\_\_\_  
**Project Manager**

\_\_\_\_\_  
**Date**



**Exhibit I  
Tropical Storm / Hurricane  
Preparedness Plan**

**Tropical Storm/Hurricane Preparedness Inspection Report**

No.	Inspection Checklist	Yes	No
1.	Have all storm preparation requirements been identified in coordination with the General Contractor and Sub-Contractors?		
2.	Do you have necessary materials and equipment on site?		
3.	Is the equipment fueled or will it be refueled at completion of preparations?		
4.	Are the workers on the emergency final preparation team correctly skilled?		
5.	Are there adequate numbers of workers on the emergency final preparation team?		
6.	Do the workers know that they will be given time for personal preparation of their homes?		
7.	Are the storage trailers secure with cables and the windows/openings boarded?		
8.	Have you removed all debris and loose lumber from the area and secured and protected all building materials stored on site?		
9.	Have you moved any materials stored in low areas that are subject to flooding to higher elevations?		
10.	Have you photographed the entire job site inside and outside? Are they dated and annotated?		
11.	Have you inspected all fire protection devices for proper storage?		
12.	Have you ensured that all drainage areas are cleaned out?		
13.	Has the job been electrically safed?		
14.	Are you prepared for post storm period with backup lights stored offsite and emergency generators?		
15.	Have you boomed down and/or freewheeled all cranes? If operating a tower crane, have you disconnected power?		

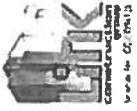




**Exhibit I - Hurricane Preparedness Plan**

**TROPICAL STORM/HURRICANE  
EMERGENCY TELEPHONE LIST**

<b>Company Name</b>	<b>Individual Name</b>	<b>OFFICE #</b>	<b>HOME #</b>	<b>CELL #</b>	<b>E-MAIL</b>



## Exhibit I - Hurricane Preparedness Plan








## Exhibit I - Hurricane Preparedness Plan

**EXHIBIT J**

**CONTRACTOR WARRANTY FORM**

PROJECT:               Seventh Ave. Transit Village  
OWNER:                 Seventh Avenue I, LTD.  
CONTRACTOR:         Link Construction Group, Inc.

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, we, \_\_\_\_\_ (insert contractor name) do hereby warrant to the Owner, that all labor and materials furnished, and Work performed in conjunction with the above-referenced Project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date as provided by the Contract Documents between Owner and Contractor, and expires two (2) years thereafter.

Should any defect or deficiency develop during the warranty period due to improper labor, materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner. Contractor shall assist in coordinating any subcontractors requested by Owner to meet the Contractor's warranty obligations to Owner.

The Owner will give the Contractor written notice of defective Work. Should Contractor fail to commence correcting defective Work within three (3) days after receiving written notice, the Owner may, at its option, correct defects and charge the Contractor with the costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to Work which has been abused or neglected by the Owner.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

**CONTRACTOR**

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

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT K**

**SUBCONTRACTOR WARRANTY FORM**

**PROJECT:** Seventh Ave. Transit Village  
**OWNER:** Seventh Avenue I, LTD.  
**CONTRACTOR:** Link Construction Group, Inc.  
**SUBCONTRACTOR:** \_\_\_\_\_

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, we, \_\_\_\_\_, do hereby warrant to the Contractor and Owner, that all labor and materials furnished, and Work performed in connection with the above referenced Project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship. This warranty commences on the date as provided in the Contract Documents between Owner and Contractor, and expires two (2) years thereafter.

Should any defect, deficiency or deviation from the Contract Drawings and Specifications develop during the warranty period due to improper materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

The Contractor and / or Owner will give the Subcontractor written notice of defective Work. Should Subcontractor fail to commence correcting defective Work within three (3) days after receiving written notice, the Contractor or Owner may, at its respective option, correct defects and charge the Subcontractor with the costs for such correction. Subcontractor agrees to pay such charges upon demand.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

**SUBCONTRACTOR**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**EXHIBIT L**

**EXTENDED WARRANTY FORM - ROOFING**

**OR**

**IN LIEU OF THIS FORM THE MANUFACTURERS STANDARD EXTENDED WARRANTY FORM SHALL BE USED WITH OWNER'S WRITTEN APPROVAL**

PROJECT: Seventh Ave. Transit Village  
OWNER: Seventh Avenue I, LTD.  
CONTRACTOR: Link Construction Group, Inc.  
SUBCONTRACTOR: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, we, Contractor, Subcontractor and Manufacturer, do hereby warrant to the Owner, that all labor and materials furnished, and work performed in connection with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective labor, materials or workmanship. This warranty commences on the date as provided in the Contract Documents between Owner and Contractor, and expires in accordance with the durations set forth herein, and from the specification sections as listed below, whichever is longer.

**DESCRIPTION AND WARRANTY DURATION**

Contractor, Subcontractor and Manufacturer hereby warrant for a period of twenty (20) years unlimited, no dollar limit ("N.D.L."), covering all labor, materials and workmanship for the entire "Roofing System" in conjunction with the Warranty of Flashing and Sheet Metal at The Project known as Washington Square Tower, Miami-Dade County Florida, pursuant to its contract.

This warranty shall cover the watertight integrity of the "Roofing System" for a period of twenty (20) years, including repairs and replacement of roofing components which are deemed faulty during the warranty period.

Definition of faulty components or roofing includes but is not limited to: Blisters in roofing, cracks in roofing membranes, delamination, shears or tears in membrane, defects, defects in materials, and leaks of any kind. Should any defect, deficiency or deviation from the Contract Drawings and Specifications develop during the warranty period due to improper labor, materials, workmanship the same shall be made good by the undersigned at no expense to the Owner.

Written Notice of defective work will be given to the Contractor, Subcontractor and / or Manufacturer. Should Contractor, Subcontractor and / or Manufacturer fail to commence correcting defective work within three (3) days after receiving written notice, the Owner may, at its respective option,

correct defects and charge the Contractor, Subcontractor and / or Manufacturer with the costs for such correction. Contractor, Subcontractor and / or Manufacturer agree to pay such charges upon demand.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

AGREED AND ACCEPTED BY:

<b>MANUFACTURER</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	<b>SUBCONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____
<b>CONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	

**EXHIBIT M**

**EXTENDED WARRANTY FORM – AIR CONDITIONING COMPRESSOR ("HVAC")**

**OR**

**IN LIEU OF THIS FORM THE MANUFACTURERS STANDARD EXTENDED WARRANTY FORM SHALL BE USED WITH OWNER'S WRITTEN APPROVAL**

PROJECT: Seventh Ave. Transit Village  
OWNER: Seventh Avenue I, LTD.  
CONTRACTOR: Link Construction Group, Inc.  
SUBCONTRACTOR: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, Contractor, Subcontractor and Manufacturer do hereby warrant to the Owner, that all materials furnished in conjunction with the above referenced Project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials. This warranty commences on the date as provided in the Contract Documents between Owner and Contractor, and expires FIVE years thereafter.

Air conditioning manufacturer warrants to the purchaser that \_\_\_\_\_ (product) is manufactured without defects.

**WHAT THE WARRANTY DOES NOT COVER**

This limited warranty extends only to defects in the material. The warranty shall not extend to deterioration caused by: (1) Vandalism; (2) Acts of God; or (3) Abuse or negligence by the purchaser.

**PERIOD OF COVERAGE**

This warranty covers the Owner for a period of FIVE YEARS. The warranty period shall begin as provided in the Contract Documents between Owner and Contractor, and upon certification and completion of the Work signed by the manufacturer's Sales Representative, manufacturer's Dealer, and the air conditioning subcontractor.

**WHAT THE CONTRACTOR, SUBCONTRACTOR, AND MANUFACTURER WILL DO TO CORRECT PROBLEMS**

In the event that the specified products fail to conform to this warranty, the Owner's remedy under this warranty and the Contractor's, Subcontractor's and Manufacturer's liability will be to repair the defect, including all labor and material.

Should any defect or deficiency develop during the warranty period due to improper materials, including adjacent Work displaced, said defect or deficiency shall be made good by the undersigned at no expense to the Owner.

Written notice of the defective work will be given to the Contractor, Subcontractor and Manufacturer. Should Contractor, Subcontractor and or Manufacturer, fail to commence correcting the defective materials within three (3) days after receiving written notice, the Owner may, at its respective option, replace the materials manufactured and charge the Contractor, Subcontractor and or Manufacturer with the costs for such replacement. Contractor, Subcontractor and or Manufacturer agree to pay such charges upon demand.

Nothing in the above shall be deemed to apply to manufactured materials which have been abused or neglected by the Owner.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

**AGREED AND ACCEPTED BY:**

<p><b>MANUFACTURER</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	<p><b>SUBCONTRACTOR</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
<p><b>CONTRACTOR</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>Address: _____</p> <p>Phone: _____</p> <p>Email: _____</p>	



**EXHIBIT N**

**EXTENDED WARRANTY FORM – PAINTING**

**OR**

**IN LIEU OF THIS FORM THE MANUFACTURERS STANDARD EXTENDED WARRANTY FORM SHALL BE USED WITH WRITTEN APPROVAL FROM OWNER**

PROJECT: Seventh Ave. Transit Village  
OWNER: Seventh Avenue I, LTD.  
CONTRACTOR: Link Construction Group, Inc.  
SUBCONTRACTOR: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, we, Contractor, Subcontractor and Manufacturer, do hereby warrant to the Owner, that all labor and materials furnished, and Work performed in connection with the above referenced project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship. This warranty commences on the date as provided in the Contract Documents between Owner and Contractor, and expires in accordance with the durations set forth herein.

**DESCRIPTION**

All labor, workmanship and material for painting. Warranty shall cover the performance of the painting. It will cover repair or replacement cost of components or installations which are deemed faulty or in disrepair during the warranty period. Such items in disrepair shall be repaired at no cost to the Owner. This warranty will cover paint peeling, fading, cracking and other distortion in the finished surface.

**WARRANTY PERIOD 5 YEARS**

Should any defect, deficiency or deviation from the Contract Drawings and Specifications develop during the warranty period due to improper materials, workmanship or otherwise, the same, including adjacent Work displaced, shall be made good by the undersigned at no expense to the Owner.

Written notice of the defective Work will be given to the Contractor, Subcontractor and Manufacturer. Should the Contractor, Subcontractor and or Manufacturer fail to commence correcting defective Work within three (3) days after receiving written notice, the Owner may, at its respective option,

correct defects and charge the Contractor, Subcontractor and or Manufacturer with the costs for such correction. Contractor, Subcontractor and Manufacturer agree to pay such charges upon demand.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

**AGREED AND ACCEPTED BY:**

<b>MANUFACTURER</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	<b>SUBCONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____
<b>CONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	

**EXHIBIT O**

**EXTENDED WARRANTY FORM – ELEVATOR ("ELEVATOR")**

**OR**

**IN LIEU OF THIS FORM THE MANUFACTURERS STANDARD EXTENDED WARRANTY FORM SHALL BE USED WITH OWNER'S WRITTEN APPROVAL**

PROJECT: Seventh Ave. Transit Village  
OWNER: Seventh Avenue I, LTD.  
CONTRACTOR: Link Construction Group, Inc.  
SUBCONTRACTOR: \_\_\_\_\_  
MANUFACTURER: \_\_\_\_\_

For and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, Contractor, Subcontractor and Manufacturer do hereby warrant to the Owner, that all materials furnished in conjunction with the above referenced Project are in accordance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials. This warranty commences on the date as provided in the Contract Documents between Owner and Contractor, and expires FIVE years thereafter.

Elevator manufacturer warrants to the purchaser that \_\_\_\_\_ (product) is manufactured without defects.

**WHAT THE WARRANTY DOES NOT COVER**

This limited warranty extends only to defects in the material. The warranty shall not extend to deterioration caused by: (1) Vandalism; (2) Acts of God; or (3) Abuse or negligence by the purchaser.

**PERIOD OF COVERAGE**

This warranty covers the Owner for a period of FIVE YEARS. The warranty period shall begin as provided in the Contract Documents between Owner and Contractor, and upon certification and completion of the Work signed by the manufacturer's Sales Representative, manufacturer's Dealer, and the air conditioning subcontractor.

**WHAT THE CONTRACTOR, SUBCONTRACTOR, AND MANUFACTURER WILL DO TO CORRECT PROBLEMS**

In the event that the specified products fail to conform to this warranty, the Owner's remedy under this warranty and the Contractor's, Subcontractor's and Manufacturer's liability will be to repair the defect, including all labor and material.

Should any defect or deficiency develop during the warranty period due to improper materials, including adjacent Work displaced, said defect or deficiency shall be made good by the undersigned at no expense to the Owner.

Written notice of the defective work will be given to the Contractor, Subcontractor and Manufacturer. Should Contractor, Subcontractor and or Manufacturer, fail to commence correcting the defective materials within three (3) days after receiving written notice, the Owner may, at its respective option, replace the materials manufactured and charge the Contractor, Subcontractor and or Manufacturer with the costs for such replacement. Contractor, Subcontractor and or Manufacturer agree to pay such charges upon demand.

Nothing in the above shall be deemed to apply to manufactured materials which have been abused or neglected by the Owner.

This warranty is cumulative and or in addition to any other warranty provided and shall not limit any other warranty provided nor be limited by any other warranty provided.

AGREED AND ACCEPTED BY:

<b>MANUFACTURER</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	<b>SUBCONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____
<b>CONTRACTOR</b> By: _____ Title: _____ Date: _____ Address: _____ Phone: _____ Email: _____	

Exhibit P

**SUBSURFACE EXPLORATION AND  
GEOTECHNICAL ENGINEERING EVALUATION  
7<sup>TH</sup> AVENUE TRANSIT VILLAGE PROJECT  
MIAMI, FLORIDA**



**Ardaman & Associates, Inc.**

**OFFICES**

**FLORIDA**

- Orlando, 8005 S. Orange Avenue, Orlando, FL 32809, Phone (407) 855-0500
- Barlow, 1550 International Drive, Broward, FL 33409, Phone (561) 320-0618
- Cocoa, 1200 W. Florida Drive, Cocoa, FL 32922, Phone (321) 602-2500
- Fort Myers, 8070 Bayona Road, Fort Myers, FL 33913, Phone (941) 765-8600
- Miami, 2609 W. 24<sup>th</sup> Street, Miami, FL 33118, Phone (305) 881-2080
- Fort Charlotte, 740 Tarpon Trail, Fort Charlotte, FL 33924, Phone (813) 671-1300
- Fort St. Johns, 460 NW Commerce Parkway, Fort St. Johns, FL 34305, Phone (772) 478-4100
- Sarasota, 2000 W. Pidge Road, Sarasota, FL 34230, Phone (813) 621-1520
- Tallahassee, 3170 W. W. Hargrave Blvd., Tallahassee, FL 32309, Phone (904) 776-6112
- Titusville, 1905 E. US Highway 1, Titusville, FL 32781, Phone (321) 820-1200
- West Palm Beach, 12011 Hardy Road, West Palm Beach, FL 33411, Phone (561) 835-1500

**CONTACT**

Mr. [Name] [Address] [City, State, Zip] [Phone] [Fax] [E-mail]  
[Name] [Address] [City, State, Zip] [Phone] [Fax] [E-mail]  
[Name] [Address] [City, State, Zip] [Phone] [Fax] [E-mail]  
[Name] [Address] [City, State, Zip] [Phone] [Fax] [E-mail]

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Seventh Avenue I LTD  
c/o Carlisle Development Group  
2950 SW 27<sup>th</sup> Avenue, Suite 200  
Miami, Florida 33133

Attention: Mr. Jason Haun

**SUBSURFACE EXPLORATION AND  
GEOTECHNICAL ENGINEERING EVALUATION  
7<sup>TH</sup> AVENUE TRANSIT VILLAGE PROJECT  
MIAMI, FLORIDA**

**1.0 INTRODUCTION**

In accordance with your request and authorization, Ardaman & Associates, Inc. has completed a subsurface exploration and geotechnical engineering evaluation for the above referenced project. Our Firm recently completed a limited subsurface exploration and preliminary geotechnical evaluation for this project, and presented our findings and recommendations in a report dated October 29, 2012. The logs of the soil borings and field permeability tests from our previous limited exploration program are attached to this report (borings B-1 through B-3 and exfiltration test EX-1) and their locations are shown in our Test Location Plan, Figure 2. Additional borings and field permeability tests were performed to complement our initial work. Please note that the northwest section of the property (Future Phase II) remains unexplored due to the presence of various low-rise commercial structures. Our additional work included 3 Standard Penetration Test (SPT) borings, 2 field permeability tests and engineering analyses. This report describes our explorations and tests, reports their findings, and summarizes our conclusions and recommendations.

**2.0 SITE LOCATION AND DESCRIPTION**

The subject property is located within Section 13, Township 53 South and Range 41 East in Miami, Miami-Dade County, Florida. A Site Vicinity Map is presented as our Figure 1. More specifically, the approximately 2.4-acre property is comprised of 16 contiguous lots (1-6, 8-11 & 21-26) occupying the northern approximately two thirds of Block 4 of the Buena Vista Gardens Extension which is bound by NW 62<sup>nd</sup> Street to the north, NW 6<sup>th</sup> Court to the east, NW 60<sup>th</sup> Street to the south and NW 7<sup>th</sup> Avenue (US Highway 441/State Road 7) to the west. Lot 7, located within the west-central section is not part of the subject property. The subject property is occupied by several low rise (1 to 2 stories) commercial buildings with associated asphalt paved driveways/parking areas. There are few unpaved areas covered by sparse weeds and a few trees. At the time of our last field exploration (December 19 and 20, 2012), the building formerly occupying the southwestern section of the property (lots 10 and 111) had been razed and the buildings occupying the east-central section of the property (lots 23 through 26) were being demolished. The site is generally level, with its ground/pavement surface elevation ranging between roughly 13 and 17 feet NGVD.

### 3.0 PROJECT DESCRIPTION

We have been provided with a partial set of architectural plans prepared by Zyscovich Architects which include a ground floor building plan dated November 14, 2012, and exterior elevations and building sections (Sheets A-501, A-502, A-601 & A-602) dated December 18, 2012. Details of the ground floor building plan have been reproduced as our Test Location Plan, Figure 2, which shows the street level layout of the proposed construction (Phase I) and the anticipated outline of a future development (Phase II). Based on our review of these plans, we understand that the main portion of the project involves the construction of a 9-story multi-family residential building (3 parking levels and 6 residential levels) within the east and northwest portions of the property. Also planned is a 2-story building which will host a theater and commercial space within the southwest section of the property, and a transit hub which will include office space within the south section of the residential building ground level. Covered bus loading/unloading areas will be located on a driveway running along the south edge of the property from Northwest 7<sup>th</sup> Avenue to Northwest 6<sup>th</sup> Court. We further understand that the proposed construction will be completed in 2 phases, with the 9-story residential building along the eastern half of the property, the 2-story theater/commercial building within the southwest quadrant of the property and the transit hub constructed during the first phase, and an expansion of the 9-story residential building to the northwest quadrant of the property built during the second phase.

Based on our communications with representatives of Bliss & Nyitray, Inc., the project Structural Engineer, it is our understanding that the proposed residential building will be a reinforced concrete structure with maximum column loads on the order of 1,100 to 1,200 kips. We have not been provided with specific structural information for the adjoining 2-story theater/commercial building; we anticipate it will be a concrete masonry structure with maximum wall loads on the order of 8 to 12 kips per lineal foot and maximum column loads on the order of 80 to 120 kips.

No subgrade levels are planned for this project; we expect finish grades throughout the construction areas will be within approximately 1 to 4 feet of the existing ground surface.

### 4.0 FIELD EXPLORATION

#### 4.1 SOIL BORINGS

To explore subsurface conditions at the site, six Standard Penetration Test (SPT) borings were performed at the approximate locations shown in Figure 2. Three of these borings were performed between September 25 and 27, 2012 as part of our initial limited subsurface exploration program and were carried to depths of 80 feet; the other three were performed on December 19 and 20, 2012 as part of a supplementary exploration program and were carried to depths of 50 feet. All SPT sampling was conducted in general accordance with the procedures described in ASTM D-1586. The boring logs and a description of our drilling and testing procedures are included in the Appendix.

#### 4.2 FIELD PERMEABILITY TESTS

To estimate the hydraulic conductivity of the upper soils/limestone, three field permeability tests were performed at the approximate locations shown in Figure 2. One of these tests was performed on September 27, 2012 as part of our initial limited subsurface exploration program; the other two tests were performed on December 19, 2012 at the request of Schwebke-Shiskln



& Associates, Inc., the project Civil Engineer. These tests were conducted in general accordance with the usual open-hole exfiltration test method described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV, on test boreholes extending from the ground surface to depths of 15 feet. Descriptions of the subsurface profile based on examination of the materials retrieved from the test boreholes and the test results are presented in the field permeability test reports in the Appendix. In brief, the three tests yielded similar, relatively low hydraulic conductivity values ranging from  $1.68 \times 10^{-5}$  to  $2.37 \times 10^{-5}$  cfs/sq-ft head.

#### 4.3 GENERAL

The boring and test locations were laid out in the field in reference to the property boundaries and existing site features. We estimate that the actual boring and test locations are within approximately 20 feet of the locations shown in Figure 2.

#### 5.0 LABORATORY TESTING

Our drillers examined the soil recovered from the SPT sampler, placed the recovered soil samples in moisture proof containers, and maintained a log for each boring. The field soil boring logs and recovered soil samples were transported to our West Palm Beach soils laboratory from the project site. Each soil sample was then examined by an Engineer and visually classified using nomenclature consistent with the Unified Soil Classification System (USCS). The soil classifications and other pertinent data obtained from our explorations and laboratory examinations and tests are reported on the boring logs in the Appendix. The soil samples recovered from our explorations will be kept in our laboratory for 60 days, then discarded unless you request otherwise.

#### 6.0 GENERAL SUBSURFACE CONDITIONS

The boring logs in the Appendix present a detailed description of the soils encountered at the locations and the depths explored. The soil stratification shown on the boring logs is based on examination of recovered soil samples and interpretation of the driller's field logs. It indicates only the approximate boundaries between soil types. The actual transitions between adjacent soil strata may be gradual and indistinct.

As shown in the boring logs, the subsurface profile at the explored locations consist generally of loose to medium dense brown fine sand with limestone fragments and soft to moderately hard light brown to white sandy, poorly cemented limestone from the ground surface to depths of approximately 7 to 10 feet, followed by loose to medium dense light brown to brown fine sand to depths of approximately 38 to 43 feet, in turn followed by soft to moderately hard light brown and gray sandy, poorly cemented limestone to depths of about 60 to 68 feet, underlain by dense light gray fine sand with varying amounts of limestone fragments reaching the termination depths of our deepest borings at 80 feet.

Groundwater was observed at depths ranging from approximately 10 to 14 feet below the existing ground surface, as noted on the boring logs in the Appendix. Fluctuations in groundwater level on this site should be anticipated throughout the year due to a variety of factors, the most important of which is recharge from rainfall. Groundwater levels somewhat above the present levels should be expected after periods of heavy rains.

## 7.0 DISCUSSIONS AND RECOMMENDATIONS

### 7.1 GENERAL

Based on the findings of our subsurface explorations and our evaluation of the encountered subsurface conditions, we recommend the support of the proposed 8-story building on conventional shallow foundations, provided that the soils directly beneath the major foundation areas are treated with the Vibroreplacement (VR) soil improvement method to allow the use of relatively high foundation bearing pressures without the risk of excessive settlements. In addition, the entire building areas should be compacted with a vibratory roller to densify the shallow subsurface soils beneath floor slabs and lightly loaded footings. Foundations supported on soils treated with VR or VC can be designed for a maximum allowable bearing capacity of 7,000 pounds per square foot (psf). Ground level masonry walls and other minor appurtenances can be supported on spread foundations bearing on soils subjected only to vibratory roller compaction, designed for a maximum allowable bearing capacity of 2,500 psf. Alternatively, the 7-story buildings can be supported on a pile foundation system. Please note that if at the time of construction there are still off-site buildings at close distances, it may be necessary to alter the site preparation procedures for areas close to these buildings to minimize the risk of vibration-induced damages.

The proposed 2-story structure can be supported on conventional shallow foundations designed for a maximum allowable bearing capacity of 2,500 psf following the implementation of a vibratory roller compaction program.

Please note that our field permeability test yielded a relatively low hydraulic conductivity value. As a result, the project may require a significant quantity of deep exfiltration trenches. If it is planned to install any exfiltration trenches within the building/garage footprint, measures will have to be taken to ensure that the exfiltration trenches do not affect the performance of the foundation system, particularly if the building is to be supported on shallow foundations. Deep injection wells, if any, should be installed as far away from foundations as possible.

Following are specific recommendations for the design and construction of either shallow or deep foundations for the support of the proposed construction.

### 7.2 SHALLOW FOUNDATION RECOMMENDATIONS

#### 7.2.1 Site Preparation Recommendations

The site preparation scheme we recommend for the shallow foundation alternative consists of the following:

- ▶ Remove existing structures, paving surfaces, utility lines, drainfields and any other buried features. Clear, grub and strip the construction areas, including the building areas plus a margin area extending 5 feet beyond the building edges, of all surface vegetation, trash, debris and topsoil. Excavations/depressions formed during the removal of existing foundations and utility lines should be backfilled with approved granular fill.
- ▶ Densify deep foundation soils under major structural members using the Vibroreplacement (VR) soil improvement method. Improve foundation soils in areas within 20 feet of existing buildings (if any at the time of construction) using the jet grouting technique.

- ▶ Proofroll the entire construction areas using a heavy vibratory roller.
- ▶ Place any fill needed to reach the finish grades in thin lifts, individually compacted with the heavy vibratory roller.

**7.2.1.1 Deep Soil Densification (Heavily Loaded Foundation Areas Only)**

**7.2.1.1.a Vibroreplacement (VR)**

We recommend the use of Vibroreplacement to improve foundation soils under heavily loaded walls and columns. Vibroreplacement is performed by inserting a vibratory probe into the ground under its own weight as water is injected through the probe tip. Loose materials around the probe liquefy, giving way to the advancement of the vibratory probe. Excess water is expelled at the ground surface, where a depression forms. Crushed gravel (typically No. 57 stone) is stockpiled on the depression that forms around the vibrating probe; the gravel then falls into the annular void space created by the vibrating probe as it is partially retrieved, the probe is then lowered to densify the introduced gravel. This process is repeated until the probe is retrieved to the surface producing a continuous column of dense gravel, 2 to 3 feet in diameter. In addition to the formation of stiff gravel columns, the VR process densifies the native soils in the immediate surroundings of each probe insertion point. The degree and extent of the densification depends on the nature of the native soils; with sandy soils being most susceptible to improvement, typically exhibiting significant densification within radial distances of 3 to 4 feet from the probe insertion point. Where footings are larger than four feet on a side, multiple probe locations must be used.

The VR method should be used to improve the foundation soils beneath heavily loaded column and wall foundations. Based on the site subsurface conditions and the anticipated foundation loads, we anticipate that the soil improvement will have to extend to depths of approximately 40 feet below the existing ground surface. The VR soil improvement is to be implemented in accordance with a plan devised by a specialty contractor based on the geometry of the foundations. The implementation of the VR procedures should be continuously monitored by representatives of our Firm. In addition, a load test should be performed to assess the effectiveness of the soil improvement.

*The VR contractor should be aware of the presence of a shallow, poorly cemented limestone layer throughout the site. It will likely be necessary to excavate the limestone throughout the areas to be treated with VR to facilitate the initial insertion of the vibrating probe, and to minimize the risk of voids developing between the bottom of hard/more cemented limestone lenses as the underlying sands and poorly cemented limestone consolidates in response to the VR treatment. The excavated limestone can likely be crushed for future use as fill. The excavated areas should be filled with clean sands, free of organics or other deleterious materials, with less than 5 percent fines and no particles larger than 3 inches. Please note that if the upper limestone layer is removed, consideration can be given to the use of the Vibrocompaction (VC) soil improvement method in lieu of VR. The two methods are virtually identical, with the distinction that VC utilizes clean sands (typically less expensive) instead of gravel to take the place of the native soils displaced by the vibrating probe.*

#### 7.2.1.1.b Jet Grouting

The Jet Grouting soil improvement method is implemented without the need for vibratory compaction equipment and do not involve the extraction of the native soils, minimizing the possibility of adverse effects on the existing adjacent construction. This procedure would only be used near offsite structures that may still be in place at the time of construction. It would be used in areas 20 to 30 feet from any existing buildings pending observations made during the implementation of Vibroreplacement.

Jet Grouting is an in-situ soil treatment method whereby the existing soils are blended with cementitious materials introduced in slurry form. This method employs a hollow-stem drilling rod assembly with a small horizontal nozzle at the tip through which the cement slurry is expelled at high pressure and velocity; the high pressure slurry partially displaces the soils surrounding the nozzle forming a mixture of grout and insitu soils. The soil-cement mixture that is produced has higher strength, lower permeability and lower compressibility than the native soils, allowing the use of spread foundations proportioned for high bearing capacities with relatively small anticipated settlements. The final soil-cement mix shall have an average unconfined strength of 800 pounds per square inch (psi) and a deformation modulus higher than 60,000 psi.

We recommend that the soil-cement columns cover at least 20 percent of the given foundation area and reach depths of 40 feet below the present ground surface. The soil improvement contractor is to provide a plan with the intended grouting pattern for each foundation. The soil-cement columns should be cut at a depth of 1 foot below the proposed elevation of the bottom of the footings. A 12-inch layer of crushed limerock fill should be placed throughout the entire foundation areas so as to provide an uniform bearing surface for the footings. It should be placed in two 6-inch lifts, individually compacted with a heavy vibratory plate compactor to a minimum dry density of 98 percent of the Modified Proctor (ASTM D-1557) maximum dry density of the material.

The physical properties of the completed soil-cement columns shall be confirmed by obtaining "wet grab" samples daily during the duration of the soil improvement procedures. After the work is completed, continuous full-length core samples should be taken from at least one soil-cement column. The cores should be taken at least 7 days after the column installation. Unconfined compressive strength tests should be performed on at least 5 core specimens to characterize the strength of the installed columns.

#### 7.2.1.2 Vibratory Roller Compaction and Placement of Fill (Entire Construction Areas)

Upon completion of the VR implementation, the entire construction areas within lines 5 feet beyond the edges of the buildings should be proofrolled with a heavy vibratory roller. The proofrolling should be accomplished from the stripped grade using a self-propelled vibratory compactor which imparts a dynamic drum force of not less than 30,000 pounds. Each section of subgrade should be subject to multiple, overlapping passes of the compactor as it operates at its maximum vibration setting and at a travel speed of not more than 1.5 miles per hour. Proofrolling should be continued until no further settlement can be visually discerned at the compacted surface after successive passes of the roller. However, in no case should any section of subgrade receive less than 10 passes of the vibratory roller. Additional passes should be given if needed to attain minimum dry density levels of 98 percent of the Modified Proctor (ASTM D-1557) maximum dry density value of the compacted soils. The compacted surface should be closely monitored during the proofrolling operations to detect signs of pumping.

weaving or other types of instability. Should these conditions be observed, they will indicate that weak subsoils exist within the influence depth of the roller. Corrective action for these conditions should include excavation of the yielding soils followed by their replacement with compacted granular fill.

Once proofrolled and tested to verify that the specified compaction levels have been attained, the building areas can be filled as needed to reach the finish grades. All fill material should consist of clean sands or sandy limerock, free of organics or other deleterious materials, with less than 8 percent of fines and no particles larger than 3 inches. It should be placed in thin lifts, 12 inches or less in loose thickness, individually compacted with the vibratory roller to the above specified minimum dry density levels.

#### 7.2.1.3 Final Compaction

After completion of the general site preparation, when excavations for the construction of foundations are made through the compacted native soils and/or fill, the bottom of the foundation excavations should be compacted to densify soils loosened during or after the excavation process and washed or sloughed into the excavation prior to the placement of forms. A heavy-duty vibratory rammer should be used for this final compaction, immediately prior to the placement of reinforcing steel, with the previously specified minimum dry density requirements to be maintained below the foundation level.

After the foundations are cast and the forms are removed, approved fill material should be used to backfill around the foundations; it should be placed in thin lifts, six inches or less in loose thickness, individually compacted with a heavy-duty vibratory rammer to the above specified minimum dry density levels.

#### 7.2.1.4 Offsite Vibrations

Please note that the VR and VC methods are vibration-intensive processes which can cause damage to existing structures located in close proximity to the probe insertion points, within a distance of say, 20 to 40 feet. Further, the ground vibrations produced during the implementation of the soil improvement method can disrupt the operation of sensitive equipment such as MRI machines and cause annoyance to tenants of buildings greater distances, say 100 feet away from the probe insertion points. Thus, special precautions will have to be taken to avoid causing damage to existing off site structures. We recommend closely monitoring the vibration levels produced by the deep soil improvement process and vibratory roller compaction using a seismograph to ensure that the ground vibrations at the nearest structures do not reach questionable levels. In addition, we recommend conducting pre-construction video/photo surveys of existing offsite structures to document any cracks and/or other defects prior to the commencement of any construction activities. Particular attention will have to be given to the existing one-story structure located within the western portion of Lot 7 as the proposed 2-story southwest wing will reach the property line, within inches of the south edge of the existing building, and the southwest corner of the 9-story northwest section (Phase II) will come within 10 to 15 feet of its north edge. Likely, it will be necessary to use a different soil improvement method, such as jet grouting, for the improvement of the foundation soils under heavily loaded (7,000 psf) foundations located in close proximity to this structure. Also, consideration can be given to using a light walk behind vibratory compactor in lieu of a heavy vibratory roller for the surface compaction and filling of the areas in close proximity to the existing building.

*With regards to the phased construction of the 9-story building, it would be ideal to complete the VR treatment for both phases of the project at the same time. But, if this is not possible, at least the foundations for the Phase II section of the building in close proximity, say within 30 feet, to the edge of the Phase I section should be performed during the treatment of the foundation areas for Phase I. Alternatively, the soils in these areas can be improved using jet grouting. This alternate would be particularly viable if the use of jet grouting is anticipated for the improvement of the foundation soils near the existing building at Lot 7.*

## **7.2.2 Foundation Design Recommendations**

Foundations within areas treated with Vibroreplacement or Jet Grouting can be designed for a maximum allowable bearing stress of 7,000 psf. These wall and column foundations should have minimum widths of 36 and 60 inches, respectively; and should bear at least 36 inches below adjacent finish grades. Foundations within areas subjected only to vibratory roller compaction, including foundations for the proposed 2-story structure and any minor appurtenances, can be designed for a maximum allowable bearing stress of 2,500 psf. These wall and column foundations should have minimum widths of 18 and 24 inches, respectively; and should bear at least 18 inches below adjacent finish grades.

Ground floor slabs can bear directly on the roller compacted fill. Slabs should be isolated from column and wall foundations. Care must be exercised in installing control joints shortly after placing the concrete, and in placing and maintaining the steel reinforcement at its designated elevation within the floor slabs. Where required, we recommend the use of a polyolefin film vapor barrier with a minimum thickness of 10 mils.

For design purposes, we recommend conservatively assuming a subgrade reaction modulus of 175 pounds per cubic inch (pci) for the foundation areas treated with the deep soil improvement method, and 125 pci for the foundation areas subjected only to vibratory roller compaction. For the determination of the lateral resistance of the shallow foundations, we recommend using an equivalent fluid density of 50 pounds per cubic foot (pcf) for the computation of the horizontal bearing pressures along the sides of the foundations, and using a soil/concrete coefficient of friction of 0.4 for the computation of the sliding friction along the bottom of the foundations.

Based upon the boring information and the anticipated loading conditions, we estimate that the recommended allowable bearing stresses will provide a minimum factor of safety in excess of 2 against a bearing capacity failure. With the site prepared and the foundations designed and constructed as recommended, we anticipate total settlements of 1 inch or less, and differential settlement between similarly loaded footings of less than ½ inch. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction or shortly thereafter. As mentioned above, it is planned to complete the project in two phases, with the 9-story residential building along the eastern half of the property, the 2-story theater/commercial building within the southwest quadrant of the property and the transit hub constructed during the first phase, and an expansion of the 9-story residential building to the northwest quadrant of the property built during the second phase. The 2-story structure and the portions of the 9-story building to be erected in different phases should have their foundation systems and floor slabs isolated from each other, and should be provided with suitable construction joints to accommodate differential settlements. Note that by the time Phase II gets underway, it is likely that the section of the 9-story building constructed during Phase I had already undergone the majority of its anticipated total settlement; thus, differential settlements of up to 1 inch could potentially develop at the interface between the two sections of the building constructed in different phases.

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### 7.2.3 Quality Control

In order to verify the contractor's compliance with the above recommendations, all site preparation procedures, including the VRVC Implementation, jet grouting (if needed), proofrolling, filling and final compaction of the foundation areas should be monitored and tested by Ardaman & Associates, Inc. We should be requested to inspect all footing excavations in order to verify that foundation bearing conditions are consistent with expectations.

### 7.3 DEEP FOUNDATION ALTERNATIVE RECOMMENDATIONS

Alternatively, the proposed 9-story building may be supported on a deep foundation system consisting of augered, cast in place, concrete (augercast) piles. Augercast piles are typically used in south Florida for the support of residential and commercial buildings because they are installed with a minimum of noise and vibrations, their installation is typically faster and their price lower than that of driven piles and drilled shafts.

#### 7.3.1 Augercast Pile Design Recommendations

We recommend supporting the proposed 9-story building on 16-inch diameter augercast piles installed to depths of approximately 60 feet below the existing ground surface. Such piles should yield allowable axial compression capacities of 120 tons, axial tension capacities of 50 tons, and lateral capacities of 3 tons each. The piles should be spaced a minimum of 4 feet, on center.

#### 7.3.2 Augercast Pile Installation Recommendations

Augercast piles are commonly installed using a hydraulically powered, continuous flight auger, usually mounted on hanging or swinging leads suspended from a crane. Drilling is commenced and the auger is advanced at a steady rate, without stalling or overloading the power source. On reaching the required depth, the auger is raised about 2 feet, while slow positive rotation is allowed. The grout pump is then started and pressure is built up until the stopper in the discharge outlet at the tip of the auger is blown off. Pumping is continued until a volume equivalent to about 2 feet of pile shaft has been discharged, at which time the auger is re-lowered to the original depth. Upon reaching the original depth, sufficient grout is pumped in, while continuing auger rotation, to create an approximately 5 to 8 feet head of grout above the tip of the auger. This procedure creates a minimum placement pressure and ensures that grout is always pumped into grout. It is vital that the grout is always climbing the flights of the auger as any temporary under-supply (or overly rapid withdrawal) will allow grout to flow back down the auger. Should this happen, drilling spoil could be eroded off the flights and into the freshly placed grout, resulting in a soil-contaminated pile. When the grout head is established, extraction is commenced at a rate consistent with grout supply, maintaining positive rotation of the auger, to retain the drilling spoil and to ensure that the grout fills the entire cross section. The success of the augercast piling method is strongly linked to precise coordination of auger extraction and grout supply. Consequently, the construction of augercast piles is sensitive to operator control. At all times, the volume of grout pumped must be greater than the theoretical column of the hole created by withdrawal of the auger.

We recommend that the concrete grout used to form the piles attains a compressive strength of at least 5,000 psi in 28 days. A minimum pumping pressure of 175 psi should be maintained in the auger shaft during concrete pumping. The retrieval speed of the auger during pumping should be coordinated with the pumped volume so as to assure the integrity of the pile. As a

minimum, the amount of concrete grout used to form each pile should be at least 1.25 times the theoretical pile volume; further, at least this calculated volume of grout should be pumped per foot of pile as the auger is retrieved. The retrieval speed should be adjusted as needed when grouting through highly fractured rock or soft/compressible soils in order to ensure the pile integrity. Please note that the site is underlain by fragmented limestone which is likely to require relatively high quantities of grout for the construction of the piles. If grout pumping or auger retrieval is stopped at any time during the formation of a given pile, the pile borehole should be re-augered and the pile formed anew.

We anticipate grout return at the surface while the auger bit is still 8 to 12 feet below the ground. The pile contractor should remove excess grout as it is being produced.

Piles should not be installed within 7 feet of any pile constructed within the previous 24 hours, unless approved by the responsible Engineer. If the concrete level in any completed pile drops, the pile should be rejected and replaced. If there is difficulty in placing the reinforcement steel in any pile, the pile should be redrilled. All reinforcement steel should be fitted with spacers to allow easier installation into the augerhole piles and assure its centering.

### 7.3.3 Load Test

*An axial compression load test (ASTM D-1143) should be performed to satisfy the requirements of the Florida Building Code.* In addition, consideration should be given to the performance of an axial tension load test on a separately installed test pile if the project design requires significant pile uplift capacities. The test loads should be at least 2 times the design loads. We recommend that the tested piles be non-production piles and that they be installed in the area where the soil borings encounter the least favorable subsurface conditions. The test piles should be installed in a similar manner as the production piles. The pile contractor should be responsible for designing, and installing the test assembly and providing a recently calibrated hydraulic jack. The contractor's design and calibration of test equipment shall be submitted to the Geotechnical Engineer for review and approval. We recommend that our Firm be retained to monitor the installation of the test piles and to instrument and monitor the actual load test.

### 7.3.4 Quality Control

In order to verify compliance with recommendations and specifications, we recommend that Ardaman inspect the installation of all the augercast piles used on the project. Any modification to the above recommended procedures should be approved by Ardaman based on observations during the pile installation operations.

## 8.0 CLOSURE

This report has been prepared specifically for subject project. It is intended for the exclusive use of Seventh Avenue I LTD and its representatives. Our work has used methods and procedures consistent with local foundation engineering practices. No other warranty, expressed or implied, is made. We do not guarantee project performance in any respect, only that our work meets normal standards of professional care. Environmental concerns, including (but not limited to) the possibility that hazardous materials or petroleum-contaminated soils or groundwater may be present on the subject site, were not included in the scope of work. The recommendations submitted in this report are based on the data obtained from our exploration program and our understanding of the proposed construction and loading conditions as described herein. This report may not account for any variations that may exist between conditions observed in the



borings and conditions at locations that were not explored. The nature and extent of any such variations may not become evident until additional explorations are made or construction is underway. If variations are then observed, we should be requested to review the conclusions and recommendations in this report.

In the event any changes occur in the design, nature or location of any project facilities, we should be requested to review the conclusions and recommendations in this report. We also recommend that we be requested to review the final foundation drawings and earthwork specifications so that our recommendations may be properly interpreted and implemented in the contract documents.

It has been a pleasure to assist you on this phase of your project. Please contact us whenever we may be of service to you, and please call if you have any questions concerning this report.

**ARDAMAN & ASSOCIATES, INC.**  
FL. Certificate of Authorization No. 5950



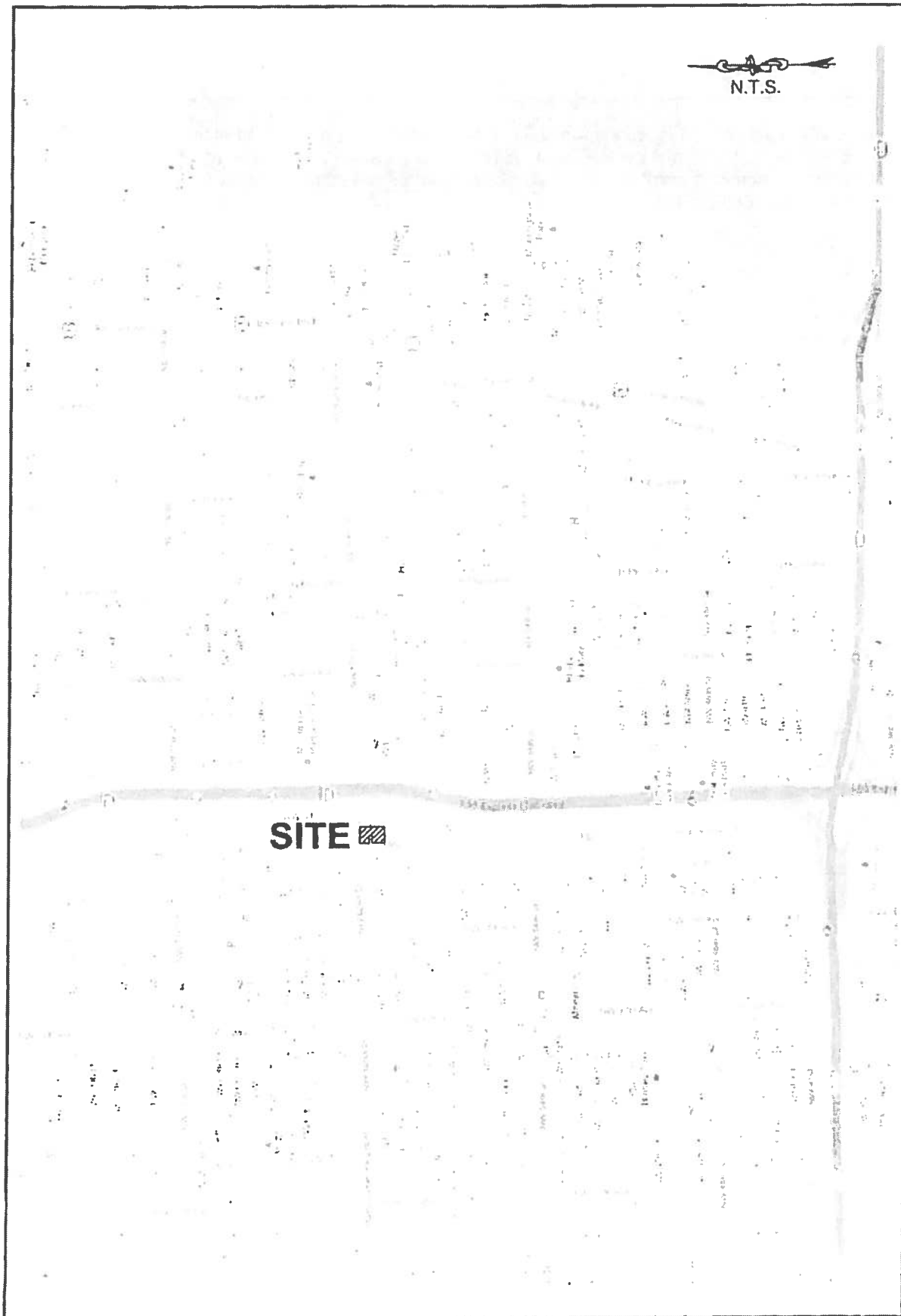
Roberto Fernandez, P.E.  
Senior Project Engineer  
Fla. Reg. No. 60070

RF/REB:rf



Roberto E. Balbis, P.E.  
Principal Engineer  
Fla. Reg. No. 15832






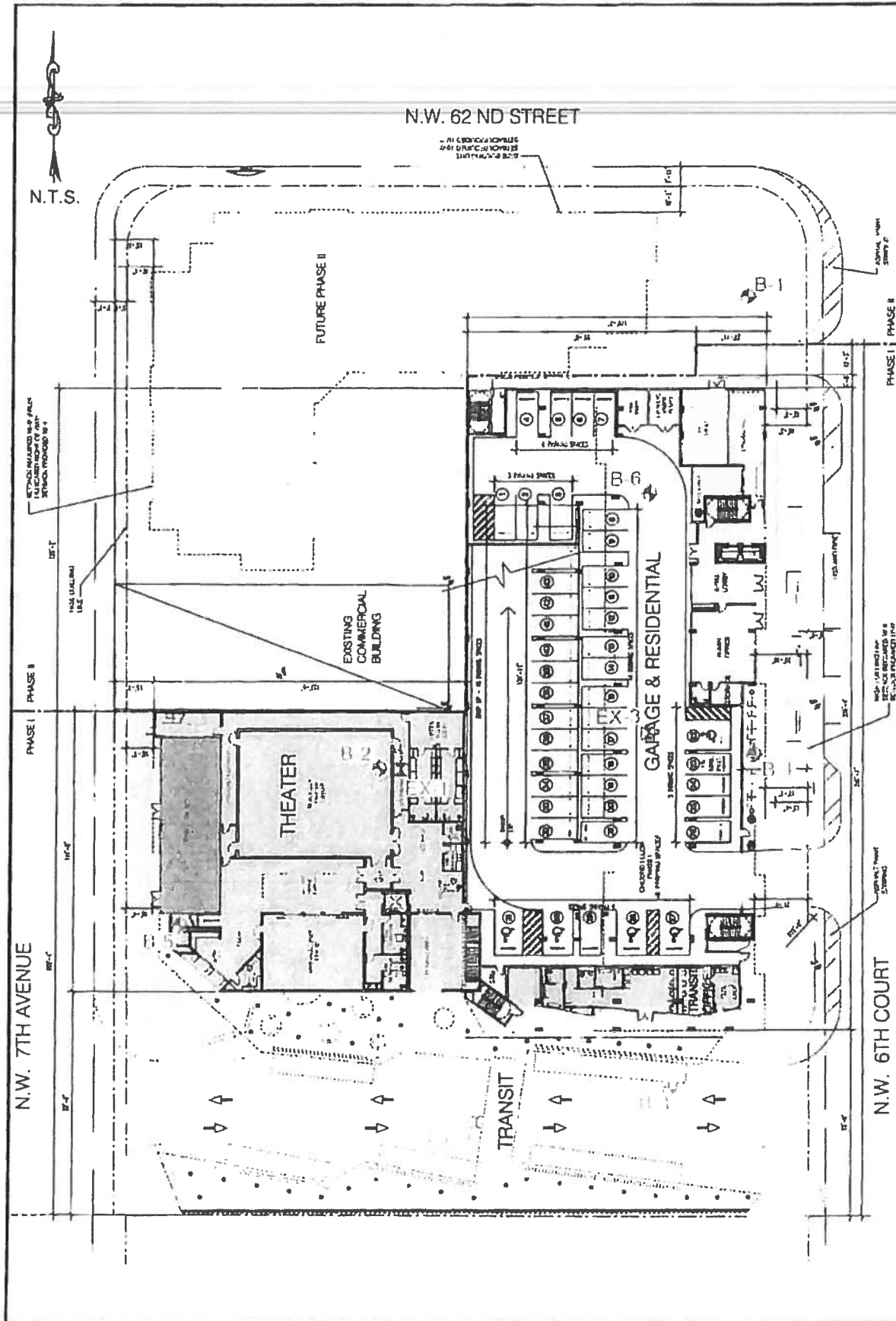
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 Prepared By: RF  
 Date: 12/21/12

SITE VICINITY MAP  
 Figure No. 1

SUBSURFACE EXPLORATION  
 7th AVENUE TRANSIT VILLAGE  
 MIAMI, FLORIDA



**Ardaman & Associates, Inc.**  
 Geotechnical, Environmental & Materials Consultants  
 2280 N. Florida Avenue, Suite 101  
 West Palm Beach, Florida 33411  
 Phone: (561) 887-8888 / Fax: (561) 949-7375



File No.: 12-1741  
 Prepared By: RF  
 Date: 12/21/12

TEST LOCATION PLAN

Figure No. 2

SUBSURFACE EXPLORATION  
 7TH AVENUE TRANSIT VILLAGE  
 MIAMI, FLORIDA

**Ardaman & Associates, Inc.**  
 Geotechnical, Environmental & Materials Consultants  
 2200 N. Florida Mangrove Road, Suite 101  
 West Palm Beach, Florida 33409  
 Phone: (561) 687-8200 / Fax: (561) 640-7375



## **APPENDIX**

- **Subsurface Exploration Information**
- **Standard Penetration Test (SPT) Boring Logs**
- **Field Permeability Test Reports**



Ardaman & Associates, Inc.



Ardaman & Associates, Inc.

Geotechnical, Environmental and  
Materials Consultants

## **SUBSURFACE EXPLORATION INFORMATION**

### **GENERAL**

Our borings describe subsurface conditions only at the locations drilled and at the time drilled. They provide no information about subsurface conditions below the bottom of the boreholes. At locations not explored, surface conditions that differ from those observed in the borings may exist and should be anticipated.

The information reported on our boring logs is based on our drillers' logs and on visual examination in our laboratory of disturbed soil samples recovered from the borings. The distinction shown on the logs between soil types is approximate only. The actual transition from one soil to another may be gradual and indistinct.

The groundwater depth shown on our boring logs is the water level the driller observed in the borehole when it was drilled. These water levels may have been influenced by the drilling procedures, especially in borings made by rotary drilling with bentonitic drilling mud. An accurate determination of groundwater level requires long-term observation of suitable monitoring wells. Fluctuations in groundwater levels throughout the year should be anticipated.

The absence of a groundwater level on certain logs indicates that no groundwater data is available. It does not mean that no groundwater will be encountered at that boring location.

### **STANDARD PENETRATION TEST BORINGS**

The Standard Penetration Test is a widely accepted method of testing foundation soils in place. The N-Value obtained from the test has been correlated empirically with various soil properties. These empirical correlations allow satisfactory estimates to be made of how the soil is likely to behave when subjected to foundation loads. Tests are usually performed in the boreholes at intervals of five feet. In addition, our Firm performs tests continuously in the interval directly below the expected foundation bearing grade where the soil will be most highly stressed.

Boreholes where Standard Penetration Tests will be performed are drilled with a truck-mounted drilling rig. The boreholes are advanced by rotary drilling with a winged bit that makes a hole about three inches in diameter. A bentonitic drilling mud is recirculated in order to remove the cuttings and support the walls of the borehole. The drag bit is specially modified to direct the mud upward and reduce disturbance of the soil ahead of the bit. If access is not available for our truck-mounted drilling equipment, portable tripod drilling equipment can be used instead.

Occasionally, running or squeezing ground is encountered that cannot be stabilized by the drilling mud alone. In addition, drilling mud may be lost into the soil or rock strata that are unusually pervious. In such cases, flush-joint steel casing with an outside diameter of about 3.5 inches is driven as a liner for the borehole.

After the borehole has been advanced to the depth where a Standard Penetration Test will be performed, the soil sampler used to run the test is attached to the end of the drill rods and lowered to the bottom of the borehole. The testing procedure used conforms closely to the methods recommended in ASTM D-1586. The sampler used has a split-barrel 24 inches long and an outside diameter of 2.0 inches. It is driven into the ground below the bottom of the borehole using a hammer that weighs 140 pounds and falls 30 inches. The driller records the number of hammer blows needed to advance the sampler in successive increments of six inches. The total number of blows required to advance the sampler the second and third six-inch increments constitutes the test result; that is, the N-value at the depth. The test is completed after the sampler has been driven not more than 24 inches or when refusal is encountered, whichever occurs first. Refusal occurs when 50 hammer blows advance the sampler less than 6 inches. After the test is completed, the sampler is removed from the borehole and opened.

The driller examines and classifies the soil recovered by the sampler, places representative soil specimens from each test in glass jars or plastic bags and takes them to our laboratory. In the laboratory, additional evaluations and tests are performed, if needed. The driller's classifications may be adjusted, if necessary, to conform more closely with the Unified Soil Classification System (USCS). Jar samples are retained in our laboratory for sixty days, then discarded unless our clients request otherwise.

The following tables relate N-values to a qualitative description of the relative soil density.

<b>Cohesionless Soils</b>	<b>Description</b>	<b>SPT N Value</b>
	Very loose	0-4
	Loose	5-9
	Medium dense	10-29
	Dense	30-49
	Very dense	50+

<b>Cohesive Soils</b>	<b>Description</b>	<b>SPT N Value</b>
	Very soft	0-2
	Soft	3-4
	Medium stiff	5-8
	Stiff	9-15
	Very stiff	16-30
	Hard	31+

### **SFWMD EXFILTRATION TESTS**

In order to estimate the hydraulic conductivity of the upper soils, constant head or falling head exfiltration tests can be performed. These tests are performed in accordance with methods described in the South Florida Water Management District (SFWMD) Permit Information Manual, Volume IV. In brief, a 6 to 9 inch diameter test hole is augered to the desired test depth (typically 6 feet), then a screen is lowered into the test hole, the depths of the test hole and groundwater level are recorded, then the surroundings of the test hole are saturated by pouring water into the screen as needed to maintain the water level in the test hole at the ground surface for 10 minutes.

If a constant head test is performed, the rate of pumping will be recorded at fixed intervals of 1 minute for a total of 10 minutes, following the saturation period.

If a falling head test is performed (typically for relatively high permeability soils), water is added until the water level reaches the ground surface. Then the water flow is stopped and the drop in water level for discrete time intervals is recorded until the water level in the test hole has dropped to at least half the distance to the groundwater table.

### **LEGEND FOR BORING LOGS**

The following abbreviations are often used in our boring logs:

- MC: Moisture content (percent of dry weight)
- OC: Organic content (percent of dry weight)
- PL: Moisture content at the plastic limit
- LL: Moisture content at the liquid limit
- PI: Plasticity index (LL-PL)
- Qu: Unconfined compressive strength (tons per square foot, unless otherwise noted)
- 200: Percent passing a No. 200 sieve (200 wash)



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG  
BORING B-1**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH 10 feet

DATE DRILLED: 09-25-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE .....
0		Approximately 1.5 inches of asphalt	1		
		Light brown to white sandy oolitic limestone (poorly cemented)	2	22	
	4/6 11/6 11/6 9/6 6/6 6/6 4/6 4/6		3	10	
5	4/6 3/6 4/6 4/6	Light brown to white oolitic sand with limestone fragments	4	7	
	3/6 4/6 4/6 3/6		5	8	
10					
	2/6 3/6 3/6 3/6	Brownish yellow fine sand with traces of shell	6	8	
15					
	4/6 5/6 7/6 8/6	Light brown fine sand	7	12	
20					
	4/6 7/6 6/6 7/6	Brown fine sand	8	13	
25					
	5/6 6/6 7/6 7/6		9	13	
30					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.





Ardaman & Associates, Inc.

# STANDARD PENETRATION TEST BORING LOG BORING B-1

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH 10 feet

DATE DRILLED: 09-25-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					1	2	3	4	5	6	7	8	9	10						
30																				
35	1/6 1/6 4/6 2/6	Yellowish brown fine sand with some limestone fragments	10	5																
40	13/6 9/6 9/6 8/6	Light brown sandy limestone (poorly cemented)	11	18																
45	4/6 4/6 6/6 6/6	Yellowish brown sandy limestone (poorly cemented)	12	10																
50	5/6 5/6 3/6 6/6		13	11																
55	4/6 3/6 4/6 3/6		14	9																
60	8/6 9/6 9/6 8/6	Light grayish brown sandy limestone (poorly cemented)	15	18																

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"

140-LB HAMMER, 30-INCH FALL.

(ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



Ardaman & Associates, Inc.

# STANDARD PENETRATION TEST BORING LOG BORING B-1

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida


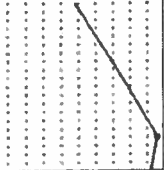
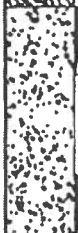
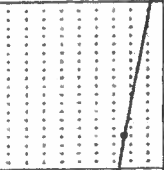

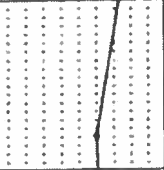
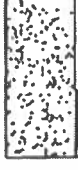
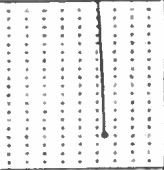
FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH 10 feet

DATE DRILLED: 09-25-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE SPT
65	 13/6 20/6 28/6 40/6	Light gray fine sand with limestone fragments	16	48	
70	 15/6 17/6 21/6 25/6	Light gray fine sand with some limestone fragments	17	38	
75	 8/6 9/6 21/6 31/6	Light gray fine sand with some limestone fragments	18	30	
80	 7/6 12/6 20/6 26/6		19	32	
85					
90					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"

140-LB HAMMER, 30-INCH FALL.

(ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG  
BORING B-2**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE - - - - -
0	9/6 10/6 10/6 12/6 12/6 20/6 14/6 10/6	Approximately 1.5 inches of asphalt Light brown to white sandy oolitic limestone (poorly cemented)	1	20	
	9/6 10/8 12/6 12/6 10/6 12/6 5/6 3/6 3/6 4/6 5/6		2	34	
5			3	22	
			4	17	
			5	7	
10		(Driller's note: moderately soft drilling between 10 and 13 feet, sand)			
	4/6 4/6 5/6 5/6	Light brown fine sand	6	9	
15					
	3/6 4/6 3/6 6/6	Light yellowish brown fine sand	7	9	
20					
	3/6 4/6 6/6 6/6	Light brown fine sand	8	10	
25					
	5/6 8/6 10/6 11/6		9	18	
30					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



Ardaman & Associates, Inc.

# STANDARD PENETRATION TEST BORING LOG BORING B-2

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE															
					1	2	3	4	5	6	7	8	9	10						
30			10	24																
35																				
40		Light yellowish brown fine sand with limestone fragments	11	11																
45		Light yellowish brown fine sand with limestone fragments (poorly cemented)	12	12																
50		Light brown sandy limestone (poorly cemented)	13	18																
55	Light grayish brown sandy limestone (poorly cemented)	14	23																	
60	Light gray sandy limestone	15	50+																	

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



Ardaman & Associates, Inc.

### STANDARD PENETRATION TEST BORING LOG BORING B-2

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE
65		Light gray fine sand with limestone fragments	16	40	
70			17	37	
75			18	43	
80			19	35	
85					
90					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"

140-LB HAMMER, 30-INCH FALL.

(ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG  
BORING B-3**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE
					.....
0		Approximately 1.0 inch of asphalt	1	29	
		Light brown to white sandy oolitic limestone (poorly cemented)	2	36	
			3	30	
5			4	20	
			5	10	
10		(Driller's note: moderately soft drilling between 10 and 13 feet, sand)			
		Light yellowish brown fine sand	6	11	
15			7	11	
20					
		Light brown fine sand	8	14	
25					
			9	13	
30					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG  
BORING B-3**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE
30					
34	4/6 4/6 4/6 6/6	Light reddish brown fine sand	10	8	
39	14/6 24/6 13/6 35/6	Yellowish brown sandy limestone (poorly cemented)	11	39	
44	6/6 8/6 6/6 6/6		12	14	
49	4/6 4/6 5/6 6/6	Light brownish gray sandy limestone (poorly cemented)	13	9	
54	6/6 7/6 6/6 6/6		14	13	
59	2/6 3/6 4/6 4/6	Brown slightly sandy limestone (poorly cemented)	15	7	
60					

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"

140-LB HAMMER, 30-INCH FALL.

(ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG**  
**BORING B-3**

PROJECT: 7th Avenue Transit Village Project  
 Miami, Florida





FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: JW/DG

WATER OBSERVED AT DEPTH Greater than 10 feet

DATE DRILLED: 09-27-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE P P P P P P P P P P
65	 8/6 8/6 9/6 10/6	Light gray sandy limestone (poorly cemented)	16	17	.....
70	 10/6 12/6 17/6 15/6	Light gray fine sand with limestone fragments	17	29	.....
75	 23/6 22/6 22/6 24/6		18	44	.....
80	 13/6 21/6 20/6 20/6		19	49	.....
85					.....
90					.....

NOTES: Boring terminated at a depth of 80 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.





**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG**  
**BORING B-4**

PROJECT: 7th Avenue Transit Village Project  
 Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 14 feet

DATE DRILLED: 12-19-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE S P R O D E R R
0		1.5 inches of asphalt atop approximately 8 inches of base material	1		
		Brown silty fine sand with limestone fragments	2		
			3	20	
	14/6 10/6 10/6 10/6	Light brown to white sandy oolitic limestone (poorly cemented)	4		
	8/6 14/6 14/6 13/6		5	28	
	4/6 4/6 4/6 4/6	Light brown to white oolitic sand with limestone fragments	6	8	
			7	14	
	5/6 7/6 7/6 8/6	Light brown fine sand	8	15	
			9	14	
	5/6 5/6 9/6 10/6		10	17	
	5/6 7/6 10/6 10/6				

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
 -Boring terminated at a depth of 50 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG**  
**BORING B-4**

PROJECT: 7th Avenue Transit Village Project  
 Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 14 feet

DATE DRILLED: 12-19-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE	
					0	1
30		Light brown fine sand  Yellowish brown sandy limestone (poorly cemented)	11	15	.....	.....
35					.....	.....
40			12	16	.....	.....
45					.....	.....
50	13	16	.....	.....		
55			.....	.....		
60	14	16	.....	.....		
			.....	.....		

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
 -Boring terminated at a depth of 50 feet .

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG  
BORING B-5**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 12.25 feet

DATE DRILLED: 12-20-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE .....
0		1 inch of asphalt atop approximately 5 inches of base material	1		
		Light brown silty fine sand with limestone fragments	2		
		Dark yellowish brown slightly silty fine sand with limestone fragments	3	7	
5	6/6 4/6 3/6 2/6 2/6 4/6 7/6 7/6	Light brown to white sandy oolitic limestone (poorly cemented)	4	11	
	3/6 4/6 4/6 5/6	Light brown to white oolitic sand with limestone fragments	5	8	
10					
	3/6 3/6 3/8 5/8	Yellowish brown fine sand	6	6	
15					
	4/6 5/6 6/6 8/6	Light brown fine sand	7	11	
20					
	4/6 3/6 7/6 7/6		8	12	
25					
	3/6 7/6 9/6 11/6		9	16	
30					

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
-Boring terminated at a depth of 50 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"

140-LB HAMMER, 30-INCH FALL.

(ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG**  
**BORING B-5**

PROJECT: 7th Avenue Transit Village Project  
 Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 12.25 feet

DATE DRILLED: 12-20-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE									
					0	2	4	6	8	10	12	14	16	18
30		Light brown fine sand	10	11										
35														
40														
45		Dark yellowish brown sandy limestone (poorly cemented)	12	28										
50														
55														
60														

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
 -Boring terminated at a depth of 50 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**STANDARD PENETRATION TEST BORING LOG**  
**BORING B-6**

PROJECT: 7th Avenue Transit Village Project  
 Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 14.0 feet

DATE DRILLED: 12-20-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE .....
0		2 inches of asphalt atop approximately 6 inches of base material	1		
		Light brown silty fine sand with limestone fragments	2		
		Light brown to white sandy oolitic limestone (poorly cemented)	3	21	
5	9/6 11/6 10/6 9/6 8/6 6/6 3/6 5/6		4	11	
10	4/6 3/6 6/6 4/6	Light brown to white oolitic sand with limestone fragments	5	11	
15	3/6 4/6 4/6 3/6	Yellowish brown fine sand	6	8	
20	4/6 5/6 7/6 10/6	Light brown fine sand	7	12	
25	4/6 5/6 8/6 10/6		8	13	
30	5/6 6/6 8/6 10/6		9	14	

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
 -Boring terminated at a depth of 50 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN" 140-LB HAMMER, 30-INCH FALL. (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



Ardaman & Associates, Inc.

# STANDARD PENETRATION TEST BORING LOG

## BORING B-6

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

FILE No.: 12-1741

BORING LOCATION: As per plan

DRILL CREW: DG/JW

WATER OBSERVED AT DEPTH 14.0 feet

DATE DRILLED: 12-20-12

DEPTH (FEET)	SYMBOLS FIELD TEST DATA	SOIL DESCRIPTION	SAMPLE No.	N VALUE	N VALUE 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30			
30		Light brown fine sand	10	6				
35						Yellowish brown sandy limestone (poorly cemented)	11	18
40								
45						12	7	
50	13	14						
55								
60								

NOTES: -Borehole advanced from 0 to 4 feet with hand augering equipment to minimize risk of underground utility damage  
 -Boring terminated at a depth of 50 feet

FIELD TEST DATA ARE "BLOWS"/"INCHES DRIVEN"      140-LB HAMMER, 30-INCH FALL.      (ASTM D-1586)

ARDAMAN & ASSOCIATES, INC.



**Ardaman & Associates, Inc.**

**SFWMD USUAL OPEN-HOLE TEST**

**EX-1**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

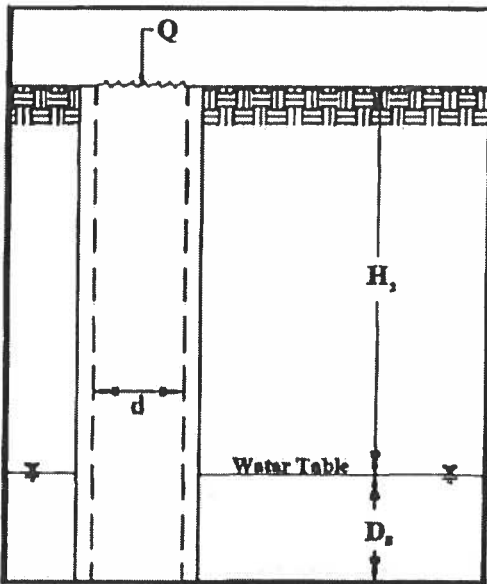
FILE No.: 12-1741

TEST LOCATION: As per plan

DRILL CREW: JW/DG

GROUNDWATER OBSERVED AT DEPTH 11 feet

TEST DATE: 09-27-12



$$K = \frac{4Q}{\pi d(2H_2^2 + 4H_2D_s + H_2d)}$$

$$Q \text{ [\"Stabilized\" Flow Rate (cfs)]} = 2.79 \times 10^{-3}$$

$$K \text{ [Hydraulic Conductivity (cfs/sqft - ft head)]} = 1.68 \times 10^{-5}$$

$$d \text{ [Diameter of Test Hole (ft)]} = 0.5$$

$$H_2 \text{ [Depth to Water Table (ft)]} = 11$$

$$* D_s \text{ [Saturated Hole Depth (ft)]} = 4$$

\* By Groundwater

DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Approximately 1.5 inches of asphalt	
1		Light brown to white sandy oolitic limestone (poorly cemented)	
2			
3			
4			
5			
6			
7			
8			
9			
10		Light brown fine sand	
11			
12			
13			
14			
15			

NOTES:



**Ardaman & Associates, Inc.**

**SFWMD USUAL OPEN-HOLE TEST  
EX-2**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

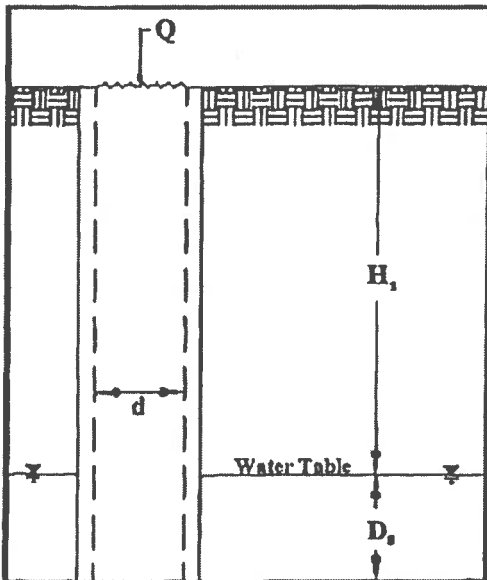
FILE No.: 12-1741

TEST LOCATION: As per plan

DRILL CREW: DG/JW

GROUNDWATER OBSERVED AT DEPTH 13.25 feet

TEST DATE: 12-19-12



$$K = \frac{4Q}{\pi d(2H_1^2 + 4H_1D_1 + H_1d)}$$

Q ["Stabilized" Flow Rate (cfs)] =  $3.17 \times 10^{-3}$

K [Hydraulic Conductivity (cfs/sqft - ft head)] =  $1.79 \times 10^{-5}$

d [Diameter of Test Hole (ft)] = 0.5

H<sub>1</sub> [Depth to Water Table (ft)] = 13.25

\* D<sub>1</sub> [Saturated Hole Depth (ft)] = 1.75

\* By Groundwater

DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		Sand intermixed with construction debris	
1		Yellowish brown fine sand	
2			
3		Dark yellowish brown slightly silty fine sand with limerock fragments	
4			
5			
6			
7		Light brown to white sandy oolitic limestone (poorly cemented)	
8			
9			
10		Light brown to white oolitic sand with limestone fragments	
11			
12			
13			
14			
15			

NOTES:





**SFWMD USUAL OPEN-HOLE TEST**

**EX-3**

PROJECT: 7th Avenue Transit Village Project  
Miami, Florida

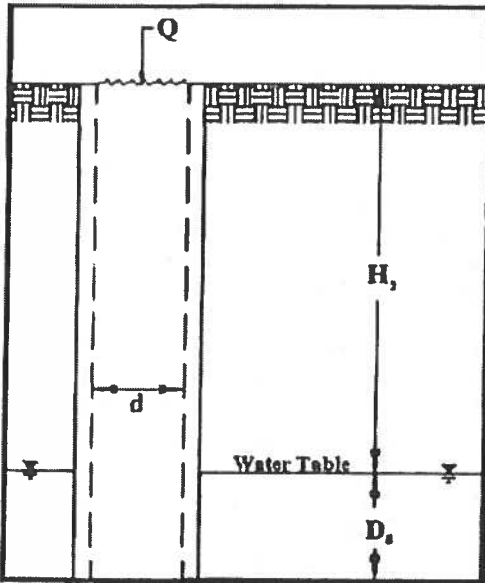
FILE No.: 12-1741

TEST LOCATION: As per plan

DRILL CREW: DG/JW

GROUNDWATER OBSERVED AT DEPTH 14.0 feet

TEST DATE: 12-19-12



$$K = \frac{4Q}{\pi d(2H_1^2 + 4H_1D_1 + H_1d)}$$

Q ["Stabilized" Flow Rate (cfs)] =  $4.23 \times 10^{-3}$

K [Hydraulic Conductivity (cfs/sqft - ft head)] =  $2.37 \times 10^{-5}$

d [Diameter of Test Hole (ft)] = 0.5

H<sub>1</sub> [Depth to Water Table (ft)] = 14.0

\* D<sub>1</sub> [Saturated Hole Depth (ft)] = 1.0

\* By Groundwater

DEPTH	SYMBOLS	SOIL DESCRIPTION	SAMPLE No.
0		1.5 inches of asphalt atop approximately 8 inches of base material	
1		Dark yellowish brown fine sand with limerock fragments	
2			
3		Light brown to white silty, sandy oolitic limestone (poorly cemented)	
4			
5			
6			
7			
8		Light brown to white oolitic sand with limestone fragments	
9			
10			
11			
12		Light brown fine sand	
13			
14			
15			

NOTES:

**Exhibit "R" To Transit Sub-Sublease**

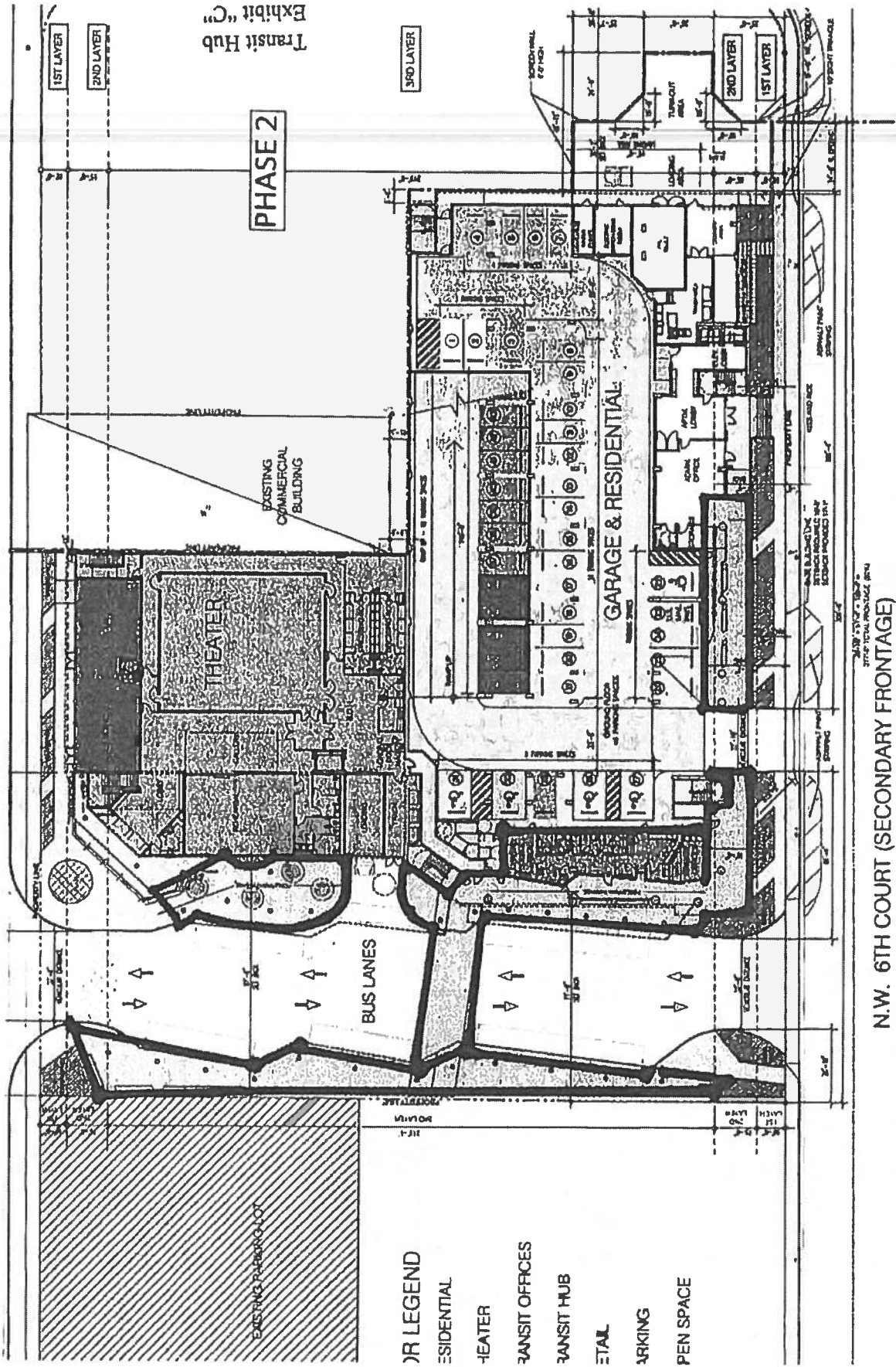
**Legal Description**

**PHASE I  
LEGAL DESCRIPTION**

A PORTION OF LOTS 1, 2, 3, 8, 9, 10, 11, 21, 22, 23, 24, 25 AND 26 IN BLOCK 4 OF BUENA VISTA GARDEN EXTENSION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 199, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 11; THENCE RUN SOUTH 89 DEGREES 45 MINUTES 14 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 11, FOR 10.00 FEET, TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN NORTH 00 DEGREES 17 MINUTES 44 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 10.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF BLOCK 4, FOR 200.15 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 27 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOTS 8 AND 24, FOR 139.08 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 133.78 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 46.91 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 25.22 FEET; THENCE RUN NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 27.54 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST FOR 14.14 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 14.70 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 38 SECONDS EAST FOR 50.00 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 4 AND THE WEST RIGHT-OF-WAY LINE OF N.W. 6th COURT; THENCE SOUTH 00 DEGREES 18 MINUTES 37 SECONDS EAST, ALONG EAST LINE OF SAID BLOCK 4 AND THE WEST RIGHT-OF-WAY LINE OF N.W. 6th COURT, FOR 384.41 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 14 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOTS 11 AND 21, FOR 274.58 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 76,551 SQUARE FEET, MORE OR LESS.

LYING AND BEING IN SECTION 13, TOWNSHIP 53 SOUTH, RANGE 41 EAST, CITY OF MIAMI, MIAMI- DADE COUNTY, FLORIDA.



N.W. 6TH COURT (SECONDARY FRONTAGE)

**H AVENUE TRANSIT VILLAGE**

**VICH**  
**E C T S**  
 ARCHITECTS

**A-201 GROUND FLOOR BUILDING PLAN**  
**N.T.S.**

- OR LEGEND**
- RESIDENTIAL
  - THEATER
  - TRANSIT OFFICES
  - TRANSIT HUB
  - RETAIL
  - PARKING
  - PEN SPACE

EXISTING PARKING LOT

EXISTING COMMERCIAL BUILDING

PHASE 2

Transit Hub Exhibit "C"

1ST LAYER

2ND LAYER

3RD LAYER

1ST LAYER

2ND LAYER

3RD LAYER

2ND LAYER

1ST LAYER

SEE TOTAL FRONTAGE SHEET

SEE TOTAL FRONTAGE SHEET

SEE TOTAL FRONTAGE SHEET

SEE TOTAL FRONTAGE SHEET

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Transit Hub  
Exhibit "D-1"

