

ADDENDUM NUMBER ONE TO CONTRACT

This Addendum Number One is attached to and forms an integral part of the contract for services and inclusive of alternative #1 executed, by and between BISCAYNE RESTORATION, INC., ("Contractor" and HIALEAH CLUB VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida Non-Profit Corporation, referred to as "Association" (herein referred to as "Contract"). All terms used herein shall retain the meanings as described to them in the Contract unless they are otherwise defined within this Addendum. In the event of any inconsistency between the terms and provisions of this Addendum Number One and those of the Contract, the terms and provisions of this Addendum Number One shall prevail.

1. **INSURANCE AND SAFETY:** The Contractor shall provide proof of license and insurance and maintain such license and insurance for Biscayne Restoration Inc. until project completion.

The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs related to the work. The contractor will take all necessary precautions to ensure the safety of and provide the necessary protection to prevent damage, injury, or loss to all employees on the project.

The contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. The contractor will erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for safety and protection, and in addition, it will comply with all applicable recommendations of OSHA and all other regulatory bodies governing the safety of workplaces.

The contractor shall be given the right to remedy any property damage caused by the Contractor or its sub-contractor(s) during the course of the project to return the property to its "as was" condition.

2. **PERMITS:** If applicable, the Contractor will secure and pay for all construction permit system licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of his bid. All work will be performed in accordance with applicable governmental regulations, including but not limited to the Miami-Dade County construction codes and the Florida Building Code. The cost of the permits and inspections are to be reimburse to the Contractor upon submission of receipts.

3. **CLEANING UP;** The Contractor will keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the work, and at the completion of the work he will remove all waste materials, rubbish, and debris from and about the premises as well as all tools, equipment and machinery, and surplus materials, and will leave the site clean and ready for use by Association and its members and otherwise in the same condition it was prior to the commencement of the project.

4. **INSPECTIONS BY ASSOCIATION AND ITS PERSONNEL;** The project will be inspected by the association, management, and/or any other expert deemed necessary by the Association and will be rejected if it is not in conformity with the contract provisions. If Association shall accept any part of the project as completed by contractor, notwithstanding any deviation, deficiency, of defect from or under the terms and conditions of the contract documents, contractor agrees that Association may deduct from the final payment an amount equal to the cost which would have been incurred had such defects, deviation, or deficiency been remedied. If such cost is greater than the final payment, the contractor agrees to reimburse the Association for any excess.

5. **COMPLETION BY ASSOCIATION ON CONTRACTOR'S DEFAULT:** Should the Contractor at any time during the progress of the work be adjudged bankrupt, make a general assignment for the benefit of creditors, or should a receiver be appointed for the Contractor, the Association has the right to terminate the contract. This right is exercised by providing ten (10) days written notice of intent to terminate, signed by the Association's manager, attorney, or any member of its Board of Directors, and mailed to the Contractor at its office address.

Furthermore, if after inspection, the Association or its managers determine that the work performed by the Contractor fails to meet prevailing industry standards, the Association may terminate the contract by providing ten (10) days written notice detailing the deficiencies in workmanship and the Association's intent to terminate.

Upon termination for any reason outlined above, the Association may enter upon the premises take possession of all materials, and employ another contractor to complete the work. The Contractor shall be liable for all costs, damages, and expenses incurred by the Association in completing the work.

Payments Upon Termination: Upon termination, the Contractor will be paid for any work properly completed and for supplies purchased, provided that there was no need for correction in the work performed and the supplies, including paint, are usable by the Association after termination. Payments will be made for these completed services and usable materials less any additional costs incurred by the Association due to the termination. Should the expense to the Association in completing the contract be increased by reason of the termination, the Contractor shall be responsible to the Association for the entire increase in addition to any other expenses or damages.

6. **JURISDICTION AND PREVAILING LAW;** Any litigation in arising in connection with of as a result of a breach of this contract shall be under the jurisdiction of the Circuit Court of Miami-Dade County, Florida, and be governed by the laws of the State of Florida.

7. **MEDIATION:** All parties agree that a condition precedent to litigation, any controversy or claim relating to this contract shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither

one will commence or prosecute any lawsuit or proceeding other than before the State of Florida in Miami-Dade County where the property lies.

The parties shall split equally any mediation fees incurred in any mediation permitted by the contract, and each party will pay their own costs, expenses any fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by the contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This provision shall survive the termination of the contract.

8. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, and hold harmless the Association, its directors, officers, employees, agents, building manager and successors from and against any and all claims, demands, losses, damages, liabilities, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees and litigation expenses) that arise out of or result from the performance of the Contractor's work under this Agreement, including any acts or omissions by the Contractor, any subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. This indemnification obligation shall apply to any cause or event whatsoever resulting in bodily injury, illness, death, or property damage occurring as a result of or in connection with any work performed under this Agreement, whether involving construction defects, breach of warranty, negligence, willful misconduct, or otherwise.

The Contractor's obligation to defend, indemnify, and hold harmless shall include all issues or matters arising from or relating to the Contractor's provision of materials or services under this Agreement. This duty extends to claims resulting from the Contractor's selection, use, or provision of materials and any pollution or contamination issues arising from the Contractor's work. The Contractor shall not be obligated to indemnify the Association for any liability resulting from the sole negligence of the Association or its agents.

The Contractor agrees to fully assume responsibility for the actions of its subcontractors and ensure the same levels of indemnification towards the Association bind them. The indemnification obligations under this provision shall survive the termination or expiration of this Agreement.

Dated: September 8, 2024

Biscayne Restoration, Inc.,
a Florida corporation

Name:
Title:

marlon us
President

Hialeah Club Villas Condominium Association,
Inc., a Florida not-for-profit corporation

Name:
Title:

President HCV

Name:
Title:

Enduldo Valdez

Name:
Title:

Francis Gonzalez

Name:
Title:

Name:
Title: