



WAHAB CONSTRUCTION

# EXHIBIT D

## Prime Contract HEMINGWAYELEV- 02

Wahab Construction  
818 S.W. 4th Avenue  
Miami, Florida 33130  
Phone: 305.854.8480  
Fax: (305) 854-8490

Project: 2018-12 - The Surf Club: Hemingway  
9101 Collins Avenue  
Miami Beach, Florida 33154

### The Surf Club: Hemingway Elevator Tower

|                            |   |                                       |   |
|----------------------------|---|---------------------------------------|---|
| <b>OWNER/CLIENT:</b>       | Fort Partners<br>9133 Collins Avenue<br>Surfside, Florida 33154 | <b>CONTRACTOR:</b>                    | Wahab Construction<br>818 S.W. 4th Avenue<br>Miami, Florida 33130 |
| <b>ARCHITECT/ENGINEER:</b> |   | <b>DATE CREATED:</b>                  | 07/12/2019  |
| <b>CONTRACT STATUS:</b>    | Draft   | <b>CREATED BY:</b>                    | Meg Florian (Wahab Construction)                                  |
| <b>EXECUTED:</b>           | No  | <b>SIGNED CONTRACT RECEIVED DATE:</b> |   |
| <b>START DATE:</b>         | 07/12/2019  | <b>ESTIMATED COMPLETION DATE:</b>     |   |
| <b>DEFAULT RETAINAGE:</b>  | 0.0%  | <b>ACTUAL COMPLETION DATE:</b>        |   |

**DESCRIPTION:**

**This is a preliminary open budget allowance to add an elevator structure to the existing Hemingway Tower. It is based on approximately a 10' x 20' foot print addition that would be (3) stories high. Budget allowances would be dictated by working around existing conditions. No drawings were provided to Wahab Construction in order to prepare this budget allowance.**

Builder's Risk Policy:

Owner shall secure a Builders Risk Policy prior to commencing construction, which must be kept valid until construction completion. This policy can be obtained through the GC or directly by the Owner.

Owner must provide proof of policy to GC.

If the Owner chooses not to secure a Builders Risk Policy, a Hold Harmless letter must be signed and returned to Wahab Construction prior to the start date of the project.

Billing:

Please note that Wahab Construction will invoice the Client on or around the 25th of every month, and payment is kindly requested within ten days of receipt.  
Thank you.

Owner's Representatives:

Wahab Construction does not work with Owner's Representatives. Our experience has proven that the most productive team is made up of the Client, Architect and General Contractor. Direct and open communication between these three parties is critical for a successful and transparent project.

Materials Cost Escalation:

Contractor and Owner acknowledge that the price of labor and materials, including but not limited too - concrete, processed and raw steel, may fluctuate substantially.

Given the price volatility most pricing obtained for this budget has been qualified to be valid for thirty days.

In the event that the price of materials has escalated substantially after the date of this Agreement and before Contractor is reasonably able to purchase such materials, Owner agrees to consider a request for an increase in the budget to cover such costs.

Privacy:

This document and all attachments, as instruments of service, are the exclusive property of Wahab Construction Company whether the project for which they were prepared is executed and constructed or not.

These documents may not be reproduced in any form or distributed to anyone other than the individual or entity to whom they are addressed.

Wahab Construction submits this proposal to you on a confidential basis, the information in this proposal is not to be shared with any other person without our express written consent.

**INCLUSIONS:**



**General Notes & Qualifications:**

- Proposal based on a twenty-six (26) week , consecutive project schedule
- Proposal based on standard working hours; overtime NIC.
- Delivery of all items to Hemingway & Stair Tower based on loading dock closest to project
- Submittals, RFI's and Change Orders are to be reviewed and addressed by Architect/Engineer/Owner within (5) business days so as not to impact the schedule
- GC will provide red lined hard copies of MEP/FP "as built" to the Architect who in turn is responsible to coordinate information with the MEP/FP Engineer and then issue a complete and updated set of drawings, including all Architectural sheets that reflect the "as built" condition to the Owner and the GC.

**EXCLUSIONS:**

**NIC : NOT IN CONTRACT**

- Parking Fees; Fort Partners to provide parking for Wahab Construction employees; additional costs if required are NIC
- Building Fees
- Builder's Risk Insurance, By Owner
- Utilities for Construction By Owner
- Environmental Report By Owner
- Independent Testing, Inspections and/or Certifications that may be required are NIC
- Any delays and /or additional costs incurred due to Tropical Storm/Hurricane watches, warnings and/or conditions are NIC
- Any delays and/or additional costs incurred due to the Building not allowing Construction during certain periods are NIC
- Coring, Cutting, Trenching, Chipping into floor slabs
- X-Ray
- Removal of Asbestos or other Hazardous materials
- Offsite storage
- Existing structure and roof systems

**ATTACHMENTS:**

| #  | COST CODE                                     | DESCRIPTION                        | TYPE       | AMOUNT       |
|----|---|------------------------------------|------------|--------------|
| 1  | 00-01040 - General Requirements & Supervision | General Requirements & Supervision | Owner Cost | \$157,297.50 |
| 2  | 00-01041 - Dumpsters & Clean Up               | Dumpsters and Clean Up             | Owner Cost | \$23,100.00  |
| 3  | 00-01060 - Permit Allowance                   | Permit Fees                        | Owner Cost | \$25,000.00  |
| 4  | 00-02300 - Foundation / Pilings               | Foundation / Pilings               | Owner Cost | \$60,000.00  |
| 5  | 00-03300 - Concrete                           | Concrete / Structural Shell        | Owner Cost | \$80,000.00  |
| 6  | 00-06100 - Rough Carpentry                    | Rough Carpentry                    | Owner Cost | \$20,000.00  |
| 7  | 00-07100 - Waterproofing Allowance            | Waterproofing                      | Owner Cost | \$10,000.00  |
| 8  | 00-07200 - Insulation                         | Insulation                         | Owner Cost | \$15,000.00  |
| 9  | 00-07500 - Roofing Allowance                  | Roofing: tie to existing           | Owner Cost | \$25,000.00  |
| 10 | 00-08100 - Metal Doors & Frames               | Exterior Doors & Windows           | Owner Cost | \$20,000.00  |
| 11 | 00-09200 - Stucco                             | Stucco                             | Owner Cost | \$25,000.00  |
| 12 | 00-09600 - Stone & Tile                       | Floor Finishes                     | Owner Cost | \$15,000.00  |
| 13 | 00-09900 - Painting Allowance                 | Painting                           | Owner Cost | \$20,000.00  |
| 14 | 00-14200 - Elevators                          | Elevator System (3) stops          | Owner Cost | \$155,000.00 |
| 15 | 00-15500 - Fire Protection Allowance          | Fire Protection                    | Owner Cost | \$15,000.00  |
| 16 | 00-15600 - HVAC                               | HVAC (8 ton unit)                  | Owner Cost | \$30,000.00  |
| 17 | 00-16000 - Electrical                         | Electrical                         | Owner Cost | \$75,000.00  |
| 18 | 00-16900 - Fire Alarm Allowance               | Fire Alarm                         | Owner Cost | \$5,000.00   |
| 19 | 00-30000 - GC Insurances                      | GC Insurances                      | Owner Cost | \$24,000.00  |
| 20 | 00-71000 - Overhead                           | Overhead at 10%                    | Owner Cost | \$79,939.75  |
| 21 | 00-72000 - Profit                             | Profit at 10%                      | Owner Cost | \$79,939.75  |



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|  |              |              |
|--|--------------|--------------|
|  | Grand Total: | \$959,277.00 |
|--|--------------|--------------|

**Fort Partners**  
 9133 Collins Avenue  
 Surfside, Florida 33154

**Wahab Construction**  
 818 S.W. 4th Avenue  
 Miami, Florida 33130

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