

LUMP SUM SUBCONTRACT

SUBCONTRACT DATE : SEPTEMBER 19TH, 2025
PROJECT : GARY AMTZNER PARK CONSTRUCTION
PROJECT ADDRESS : 6610 N. KENDALL DRIVE
PINECREST, FLORIDA 33156
PROJECT OWNER : VILLAGE OF PINECREST
PARKS & RECREATION
PROJECT CONSULTANT : KEITH ENGINEERING
CONTRACTOR : CONENGINEERS BUILDERS LLC
ADDRESS : 1930 N. COMMERCE PARK WAY SUITE N° 1
WESTON, FLORIDA 33326
E-MAIL ADDRESS : info@conengineers.com
CONTRACTOR REPRESENTATIVE : JAIME OCAMPO / C.E.O.
SUBCONTRACTOR : ACME SPRINKLERS OF BROWARD
ADDRESS : 2114 N FLAMINGO ROAD, SUITE N° 1265
PEMBROKE PINES, FLORIDA 33028
E-MAIL ADDRESS : michael@acmesprinklers.com
SUBCONTRACTOR REPRESENTATIVE : MICHAEL LEYVA / (954) 232-6863
SUBCONTRACT SUM : \$ 134,000.00
SUBCONTRACT PAYMENT SCHEDULE : T.B.D.
TIME SCHEDULE ATTACHED AS EXHIBIT : PURSUANT TO THE SCHEDULE TO BE MUTUALLY
AGREED UPON BY THE PARTIES.
SCOPE OF WORK : ALL ELEMENTS SPECIFIED WITHIN THE
PROJECT'S IRRIGATION PLANS (SHEETS IR-000
THROUGH IR-006), AS DETAILED IN THE
ATTACHED EXHIBIT.
DESCRIPTION ATTACHED AS EXHIBIT : YES

Subcontractor agrees to the terms and conditions of this Lump Sum Subcontract, including the Subcontract Terms and Conditions which are incorporated herein by reference.

Subcontractor additionally agrees and acknowledges that the Terms and Conditions contained within the Prime Contract between the Owner and Contractor are incorporated herein by reference.

SUBCONTRACTOR

SIGN : 
PRINT : Michael Leyva
TITLE : President
DATE : 10/13/25

CONTRACTOR

SIGN :
PRINT :
TITLE :
DATE :

SUBCONTRACT TERMS AND CONDITIONS

PRICE: This Agreement is made on the date set forth herein between Contractor and Subcontractor. Subcontractor shall properly perform and complete all the work and furnish and incorporate all the materials, equipment and labor set forth herein together with all plant, tools, machinery, appliances and all other protection necessary to fully, properly, and completely perform and protect the work and materials and Subcontractor shall receive the lump sum set forth herein which is inclusive of any and all sales, consumer, use, value added, income, local option and similar taxes, permit fees and costs, inspection fees and costs, daily cleanup, fire safing, sealing penetrations, waterproofing, sampling, insurance, testing costs and fees, overhead and profit, impacts and costs related to any and all acceleration or deceleration of the project schedule, hoisting, parking, fuel, staging, mobilization and demobilization, material and labor cost increases, interest, overtime, onsite and home office costs and expenses, travel costs, mileage, transportation, delivery costs (standard and expedited), storage, and any and all other costs, fees, damages, and expenses of any and all kinds related to Subcontractor's materials, work, performance and obligations hereunder.

AVAILABILITY OF DOCUMENTS, RESPONSIBILITY OF SUBCONTRACTOR: Any and all prime contract, subcontract, plans, specifications, and project schedules, all as amended from time to time, are incorporated herein by reference and have been made available to Subcontractor. Subcontractor has carefully examined them in their entirety and understands them fully and completely as though the same were written out at length herein ("Contract Documents"). This Agreement shall be performed in all respects in accordance with and subject to the provisions and conditions of the incorporated documents, except for payment provisions contained herein which shall control.

SCOPE OF WORK: Subcontractor agrees to properly and fully complete the scope of work which is set forth and referenced herein and any and all labor and materials reasonably inferable therefrom. Subcontractor agrees, acknowledges, and warrants that the scope of work described and defined in this Agreement and all other incorporated documents, plans, and specifications, can and shall be achieved in the time period specified in the Contract Documents and at the Project location.

FAMILIARITY WITH SITE CONDITIONS: Subcontractor acknowledges that it has visited the site, and is familiar with any and all of the existing conditions that may affect its work. Subcontractor warrants that the scope of work as defined herein above can and shall be achieved in the time period specified herein and at the Project location. Subcontractor shall complete the scope of work in the time period set forth herein irrespective of the day of the week/month/year or hour of the day which that labor and/or material need be furnished and Subcontractor shall not be entitled to any additional compensation.

MANNER OF PAYMENT: Contractor shall make payment to Subcontractor at the later of the following (1) as set forth on page one of this Agreement, or (2) within 30 days from Contractor's receipt of the work/materials of Subcontractor; notwithstanding, under no circumstances shall any payment (be it progress or final) be due from Contractor to Subcontractor until (1) Contractor's actual receipt of payment from the owner, said receipt of payment from owner being an express condition precedent to Subcontractor's right to any payment hereunder, (2) Subcontractor's tender of releases from itself and all of its subcontractors and suppliers in a form satisfactory to Contractor, and (3) upon final payment, tender of all manuals, warranties, as-builts and all other closeout documents requested by Contractor. Contractor may withhold 10% of the Agreement price as same becomes due every month as security and retainage, said amount to be paid to Subcontractor at the completion of the entire Project (not at completion of Contractor's or Subcontractor's work) and subject to conditions set forth above. Subcontractor shall timely and completely pay all its employees, suppliers, vendors, buyers, independent contractors, the United States, the State of Florida, the County(ies) and City(ies) and municipality(ies) where the Project is located and where Subcontractor operates, and the Internal Revenue Service as same render invoices to Subcontractor.

TIME OF THE ESSENCE: Time is of the essence as to Subcontractor's performance and Subcontractor shall commence work promptly following Contractor's orders to do so and shall so conduct the same as not to delay or interfere with Contractor or the project's owner, contractor, or any third parties to this Agreement in any of their operations and shall proceed in such order and sequence as Contractor may direct from time to time and so as to otherwise enable all parties to complete their work within the time specified. All project schedule "float" shall belong to and is the property of Contractor. Subcontractor shall accelerate, decelerate, stop, demobilize, and remobilize its men and materials (and the men and materials under its control) to maintain the project schedule as amended by the owner or Contractor, all of which shall be included in the Agreement price. Subcontractor agrees and acknowledges that under any and all circumstances, the only remedy which shall be given for any and all delays or impacts suffered by Subcontractor shall be an extension of time of Subcontractor's performance under this Agreement and same shall only be given at the sole and absolute discretion of Contractor. Said time extension shall only be given to Subcontractor if, and only if, a corresponding extension of time is approved in writing by the project's owner to Contractor. The parties hereto specifically agree that if any claim is made or threatened upon Contractor by any third party, Contractor may withhold from amounts due or to become due to Subcontractor (under this Agreement and any and all other agreements between the parties) an amount, interest free, which Contractor determines, in its sole and absolute discretion, to be adequate and sufficient to protect Contractor and cover any and all incurred or anticipated claims, damages, judgments, awards, verdicts, and attorneys' fees and costs.

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MAINTENANCE; DEFECTIVE WORK: Subcontractor shall be under the same obligation to Contractor to perform and maintain the work performed by it as Contractor is obligated to owner and Subcontractor shall perform such maintenance and warranty work at its own cost and expense. Subcontractor shall also be fully responsible for (1) any defective or improper work or materials, (2) any damages caused thereby, (3) the repair or replacement of such work, materials or damages, which repair or replacement shall be satisfactory to owner and Contractor, and (4) any monies retained during guaranty periods or extension or guaranty period. Subcontractor shall warrant its work and materials for the longer of the following: (a) as required by this Agreement, (c) as required by Florida Law, or (d) one (1) year from issuance of a final (not temporary) certificate of occupancy of the entire project as a whole. Subcontractor shall fully warrant its work even if Subcontractor was terminated (for cause or convenience) or if Subcontractor remains partially or entirely unpaid. All warranty work shall be undertaken within three business days by Subcontractor upon notice to Subcontractor.

EXTRAS IN WRITING; MANNER OF COMPENSATION: Subcontractor shall not be entitled to receive any extra compensation of any kind whatsoever, for extra or additional work of any kind, regardless of whether the same was ordered by Contractor or any of its representatives, unless such extra order is given in writing and signed by the authorized representative of Contractor. Subcontractor specifically agrees that Subcontractor will make no claim that Subcontractor was authorized to do any extra work or make any modification in its work by Contractor, or any representative, at the site or elsewhere, in the absence of such written order, and if such work was so ordered and Subcontractor has performed the same, but has received no written order therefore, Subcontractor shall and hereby does waive any claim for extra compensation.

INSURANCE; PROPERTY PROTECTION: Subcontractor shall, before proceeding and throughout the terms of this Agreement, procure and maintain commercial general liability (CGL) and workers' compensation insurance from an insurance company licensed in the State of Florida having an AM Best rating of not less than "A." The CGL insurance shall include, but shall not be limited to, premises/operations, employees as insureds, explosion, collapse and underground (XCU), broad form contractual (including personal injury), products/completed operations, independent contractors, broad form property damage and personal injury. Policy limits shall be as follows: (1) General Aggregate - Per Project of \$2,000,000, (2) Products and Completed Operations Aggregate of \$2,000,000, (3) Each Occurrence of \$1,000,000, (4) Personal/Advertising Injury of \$1,000,000, (5) Fire Damage of \$100,000, (6) Medical Payments of \$10,000, (7) Comprehensive Auto Liability on occurrence basis covering all Owned, Non-Owned and Hired Vehicles for limits of liability equal to \$1,000,000 Combined

Contractor Initials: _____

Subcontractor Initials: ML

Single Limit, (8) Workers' Compensation including Occupations Disease insurance meeting the statutory requirements of the State in which work is to be performed together with a Broad Form All States Endorsement and containing Employer's Liability insurance in an amount of at least \$500,000 Each Accident / \$500,000 Disease - Policy Limit / \$500,000 Disease - Each Employee and Workers Compensation shall waive the rights of subrogation in favor of all additional insureds, and (9) Umbrella Liability with coverage at least as broad as the underlying policies with per occurrence and aggregate limits of \$1,000,000. If Workers' Compensation coverage is provided by employee leasing, subcontractor must also have a Minimum Premium Workers' Compensation Policy. Subcontractor shall cause Contractor and prime contractor and owner to be listed as additional insured on said policies which shall be primary without right of contribution and have said insurers waive any rights of subrogation as to Contractor and owner. The acceptable form of additional insured endorsement shall be CG2010 11/85. A certificate of insurance form must be provided to Contractor prior to the commencement of any work and must state coverage will not be altered, cancelled or allowed to expire without thirty (30) days written notice by certified mail to Contractor. If any of the above coverages are subject to or are in excess of any deductibles or self-retention, these amounts must be stated on the certificate, and said deductibles and self-retention will be the sole responsibility of Subcontractor. It is understood and agreed that the insurance coverage and limits, required above, shall not limit the extent of Subcontractor's responsibilities and liabilities specified within the Work Order or Contract Documents or by law. It is understood and agreed that authorization is hereby granted to refuse entry to job site and to withhold payments to Subcontractor until a properly executed Certificate of Insurance and additional insured endorsement is received by Contractor. Should Subcontractor fail or neglect to provide or maintain the required insurance, Contractor shall have the right, but not the duty, to provide such insurance and deduct from any money that may be due or become due to Subcontractor for any and all premium or costs Contractor incurs. Equivalent insurance coverage must be obtained from each sub-subcontractor and supplier, if any, before permitting them on the site of the project. Otherwise, such insurance for sub-subcontractors and suppliers must be included within Subcontractor's insurance policies. Notwithstanding the requirements for insurance to be effected by Subcontractor herein, Subcontractor agrees in connection with its work hereunder to maintain and protect its work adequately and properly by lights, barriers, supports and guards and any and all such means necessary. Subcontractor further agrees to protect all structures, fixtures, furniture, equipment, streets, utilities, landscaping, sidewalks, materials, and work and materials of others, Contractor and Subcontractor and owner. Damage caused by Subcontractor to same shall be corrected at no cost to Contractor or owner. Subcontractor herein expressly assumes all risk of loss of Subcontractor's work, materials, labor, tools, equipment, supplies, facilities, offices, and other property at or off the project site. Subcontractor agrees not to look to Contractor or owner for any loss or damage to such items, however caused. Subcontractor shall maintain products-completed operations insurance through the longer of the applicable statute of limitations or repose period for construction defects and products liability claims in the state where the work is performed.

INDEMNIFICATION: Subcontractor further agrees to conduct and carry on its work in such manner as to avoid injury or damages to persons or property including its own work and the work of Contractor and any and all third parties working at the Project and Subcontractor assumes the entire responsibility and liability for and agrees to indemnify, defend and hold Contractor and owner harmless from any and all damage or injury of any kind or nature whatsoever (including death resulting therefrom) to all persons whether employees of Subcontractor or otherwise, and to all property (including loss of use thereof) caused by, resulting from, arising out of or occurring in connection with Subcontractor's execution of Subcontractor's work hereunder and all damage, direct or indirect, of whatsoever nature resulting from the performance or lack of performance of Subcontractor's work hereunder or resulting to the work hereunder from whatever cause shall be exclusively and wholly borne by Subcontractor. To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless Contractor and owner and their respective officers, directors, agents and employees (collectively "Indemnified Parties"), from any claim, loss, damages, liability and costs, including but not limited to reasonable attorney's fees at both the trial and appellate level, caused in whole or in part by any act, omission or default of Subcontractor or any of Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen or agents, or any tier of their respective employees or the Indemnified Parties arising from this Agreement or its performance. However, such indemnification shall not include claims of or damages resulting from gross negligence or willful, wanton or intentional misconduct of the Indemnified Parties, or for statutory violations or punitive damages, except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omission of the Subcontractor or any of Subcontractor's contractors, subcontractors, sub-subcontractors, materialmen or agents, or any tier of their respective employees. To the extent that Subcontractor's obligation to indemnify as set forth herein arises in whole or in part by the acts, omissions or defaults of the Indemnified Parties, such obligation shall be limited to the greater of \$1,000,000 or twenty (20) times this Agreement value, per occurrence, which sum the parties hereto acknowledge bears a reasonable commercial relationship to this Agreement and shall be deemed part of the project specifications and bid documents. In any and all claims against the Indemnified Parties by any employee of Subcontractor, any contractor, subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Subcontractor or its contractors or subcontractors under the Workmen's Compensation Acts, disability benefit acts or other employee benefit acts or any insurance coverage provided for herein. The provisions of this Article shall survive any termination of this Agreement. The parties recognize that 1% of the Agreement price has been paid to secure the indemnification obligations hereunder.

COMPLIANCE WITH LAW: Subcontractor agrees to comply with any and all International, Federal, and State laws, codes and regulations and any and all municipal laws, ordinances and regulations, present or future, applicable to the work performed and to be performed and to obtain at its own expense prior to commencing any work, any and all licenses and permits necessary for the performance of the work.

DELAYS: Contractor shall not be responsible for any delay, interference or extra costs or damages with respect to Subcontractor's work. Further, Subcontractor agrees that no claim for damages other than for an extension of time shall be made or asserted against Contractor, contractor, or owner for any reason whatsoever. Subcontractor shall not be entitled to an increase in the Agreement price or payment of compensation of any kind from the Contractor or owner for direct, indirect, consequential, impact, or other costs, expenses, or damages, including, but not limited to, cost of acceleration or inefficiency, arising out of delay, disruption, interference or hindrance from any cause whatsoever.

WAIVER OF JURY TRIAL; VENUE; ATTORNEYS' FEES AND COSTS: This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Florida, United States, without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole jurisdiction and venue for any dispute regarding the terms of this Agreement or any action relating to the subject matter hereof or naming Contractor, its officers, employees, parents, subsidiaries, agents, shareholders, attorneys, or partners, shall be brought before a court of competent jurisdiction in Miami-Dade County, Florida, U.S.A. The prevailing party in any action to enforce this Agreement shall be entitled to recover reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs. **THE PARTIES HEREBY SPECIFICALLY AND IRREVOCABLY WAIVE ANY RIGHT THAT THEY MAY HAVE TO DEMAND A TRIAL BEFORE JURY IN ANY SUCH ACTION.** The failure of Contractor to insist upon strict compliance with any of the provisions of this Agreement, or to exercise any options provided for herein, shall not be construed to be a waiver or relinquishment of Contractor's right to thereafter require the compliance with any such provision of this Agreement or a waiver of the right of Contractor to thereafter exercise such option but such provision or option shall remain in full force and effect.

ENTIRE AGREEMENT: The section headings are for reference only and shall not be considered substantive terms, obligations, or conditions between the parties. This Agreement (along with the incorporated documents) comprise the entire agreement between the parties relating to the work covered hereby and no other agreement, representation or understanding concerning the same has been made and no oral statement, understandings or agreement shall affect the terms hereof. Any modification or change must be in writing and signed by authorized representatives of both Subcontractor and Contractor. All reference to "days" shall mean calendar days. This Agreement shall be binding on the parties hereto and their permitted successors and assigns.

Contractor Initials: _____

Subcontractor Initials: ML

SCOPE OF WORK

Furnishing and installation of all required components, including materials, equipment, transportation, labor, excavation, backfilling, layout, and all other associated activities, for the Irrigation system of the GARY MATZNER PARK CONSTRUCTION project, in accordance with the Contract executed between the VILLAGE OF PINECREST and CONENGINEERS BUILDERS LLC.

The following is the list of drawings that constitute an integral part of this contract and are hereby attached:

IR-000	IRRIGATION LEGENDS & NOTES
IR-001	IRRIGATION PLAN
IR-002	IRRIGATION PLAN
IR-003	IRRIGATION PLAN
IR-004	IRRIGATION PLAN
IR-005	IRRIGATION DETAILS
IR-006	IRRIGATION DETAILS

These drawings were signed and sealed on August 27th, 2025.

SCHEDULE

AS PER THE SCHEDULE TO BE MUTUALLY AGREED UPON BY THE PARTIES AND TO BE FORMALLY INCORPORATED INTO THIS CONTRACT AT A LATER DATE.

Contractor Initials: _____

Subcontractor Initials: ML