

## SUBCONTRATISTA SDC # 307

SDC INFO



FO-INTEG-PROC-SDC0001-REV.01  
Gestión de Control de Calidad / Gestión de Calidad

Número de identificación de registro 307

### Solicitud de Contratación (SDC)

**Estatus / Estado** Abierto

**Fecha de la SDC** 26-07-2018

**Contratista:** Integ Panamá

**Proyecto relacionado (cdc) - CDC (Centro de Costo)** I-PA-HVAC-TOCUMEN-09072015

**Proyecto relacionado (cdc) - Nombre del proyecto (cdc)** I-PA-HVAC-TOCUMEN-09072015 Suministro e Instalación del Sistema de Aire Acondicionado Expansión del Aeropuerto Internacional de Tocumen I-PA-HVAC-TOCUMEN-09072015

**Proyecto relacionado (cdc) - Nombre del cliente** Construtora Norberto Odebrecht SA

### Datos de la COSUDE

**Fecha de Inicio / Fecha de inicio** 26-07-2018

**Prioridad de La COSUDE** Urgente <48 horas

**Servicio** Trabajos de Mantenimiento y / o Reparaciones Mecánicas Camiones International, Pickups Hilux, Nissan Phatfinder y Suzuki Celerio

**Cantidad de Días Requeridos del Servicio.** 1

**Tipo de Servicio / Type of Service**

**Descripción de la Contratación** ESCANEO COMPUTARIZADO GENERAL Y DESARMADO DE CABEZOTE DEL MOTOR PARA DIAGNOSTICO DE DAÑO EN EL MOTOR DEL CAMIÓN CAVA INTERNATIONAL, CUYO RESULTADO ARROJÓ DAÑOS EL EL ARBOL DE LEVA BUSOS, BARILLA Y CABLLITO DE BALANCIN.

MONTO DEL TRABAJO: \$220.00

**Observaciones**

**Contratista Recomendado:**

**Contratista Recomendado 2:**

**Presupuesto Contratista:** RECIBO DE PAGO SR. JOSÉ DE LA CRUZ POR ESCANEO COMPUTARIZADO Y CHEQUEO DE INYECTORES PARA DIAGNÓSTICO DE DAÑOS CAMIÓN CAVA INTERNATIONAL.JPG

**Add document:**

**Contractor** Mecanica

**Notas o comentarios de Recomendaciones**

**Costo**

**Costo Total / Total Cost** \$0

**Estimate Services Request:**

### Actividades Relacionadas

Actividades - Record ID#	Actividades - CDC Centro de costo	Actividades - Departamento:	Actividades - Nivel	Actividades - Fecha de Inicio
784	I-PA-HVAC-TOCUMEN-09072015	Mecanica	TODOS	
<b>Actividades - Descripción de Actividad</b>	REPARACIÓN DE ACTIVOS DE LA OBRA			
<b>Actividades - Observaciones y Comentarios:</b>				

### Revision y Aprobacion

**Solicitado por:** frenda@integpa.com **Revisado por:** sdeltoro@integpa.com

Contract Documents



SUBCONTRACTOR AGREEMENT:

This Subcontractor Agreement ("Subcontract") is entered into by ("Contractor")

**Contractor:** Integ Panama

and

**SubContractor:**

for the following project:

**Project (cdc) - Centro de Costo** I-PA-HVAC-TOCUMEN-09072015

**Scope Of work:** ESCANEO COMPUTARIZADO GENERAL Y DESARMADO DE CABEZOTE DEL MOTOR PARA DIAGNOSTICO DE DAÑO EN EL MOTOR DEL CAMIÓN CAVA INTERNATIONAL, CUYO RESULTADO ARROJÓ DAÑOS EL EL ARBOL DE LEVA BUSOS, BARILLA Y CABLITO DE BALANCIN.

MONTO DEL TRABAJO: \$220.00

1. Agreement to Work. In consideration of their mutual promises and undertakings, the Subcontractor and Contractor agree that when requested by Contractor, Subcontractor shall furnish and install the necessary equipment and materials complete and in accordance with this Subcontract and the Scope of Work set forth in Exhibit A (together "Contract Documents").
2. Scope of Work. The Subcontractor is an independent contractor and shall provide and pay for all items necessary to perform the work identified in Exhibit A, and: (a) all work shown on or reasonably implied by any of the Contract Documents, as if called for or shown on all, and in addition; (b) all things necessary to complete the work for use for its intended purposes in conformance with the Contract Documents or otherwise customarily provided in Subcontractor's line of Work (together "Work").
3. Commencement of Work. Subcontractor will commence Work on the commencement date ("Commencement Date").
4. Substantial Completion. Subcontractor shall substantially complete the Work within Twenty (20) days of the Commencement Date. Upon substantially completing the Work, Subcontractor shall present a Certificate of Substantial Completion to Contractor.
5. Assumption of Prime Contract Obligations. The Subcontractor agrees to assume toward the Owner and Contractor all of the duties and obligations in the Contract Documents, and in the Contractor's prime contract with Owner, that Contractor assumes toward the Owner with the same rights and remedies. The provisions of this Subcontract shall be in addition to and not in substitution for any of the provisions of the other Contract Documents or Contractor's prime contract with Owner. In the event of conflict with the other Contract Documents or Contractor's prime contract with Owner, this Subcontract shall govern. In the event of any conflict between this Subcontract and its exhibits, the exhibits shall govern.
6. Performance of the Work. The Subcontractor agrees to perform the Work as follows:
  - 6.1. Quality of Work. The Subcontractor shall supervise and direct the Work, using its best skill and attention, and shall execute the Work in a workmanlike manner with qualified, careful and efficient workers. All the Work shall be first quality in materials, installation and workmanship. If conflicts exist within the Contract Documents as to quantity of material or quality of the Work, Subcontractor shall provide the greater quantity or better quality shown or specified with no increase in the Subcontract Price. The Subcontractor shall perform all measurements necessary to insure the proper matching and fitting of the Subcontractor's Work. Incompetent or careless workmanship shall not be permitted by the Subcontractor. The Subcontractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and results, and for coordinating all portions of the Work under the Subcontract.
  - 6.2. Responsibility For All Who Are Performing Work. The Subcontractor shall be responsible to Contractor for the acts and omissions of its employees, subcontractors, and their agents or employees, and other persons performing any of the Work.
  - 6.3. Warranty. The Subcontractor warrants to the Owner and to Contractor that all Work, including all materials and equipment furnished under this Subcontract, will be new unless otherwise specified, of the best quality, free from faults and defects, and in strict conformance with the Contract Documents and Contractor's prime contract with Owner. Subcontractor may not substitute supplies, materials or equipment for items called for by the Contract Documents or Contractor's prime contract with Owner unless authorized in writing by the Contractor. In all events, the Subcontractor shall provide satisfactory and timely completion of all Work, and all Work shall conform to the Contract Documents and Contractor's prime contract with Owner. If required by Contractor, the Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The quality required under this warranty shall, at a minimum, be equal to all standards, requirements or other criteria established by the requirements of the Contract Documents and Contractor's prime contract with Owner. This warranty is in addition to and not in limitation of any other warranty or remedy provided by law or the Contract Documents and Contractor's prime contract with Owner. Upon request, Subcontractor will provide warranty documentation satisfactory to Contractor, at the time of project completion.
  - 6.4. Correction of Defective Work. Without cost to Contractor or the Owner, Subcontractor shall promptly correct improper or defective Work, materials or equipment, and other Work affected by such correction which may be discovered within one (1) year from the date of final acceptance of the Project as a whole by the Owner or longer if called for under Contractor's prime contract with the Owner. With respect to the corrected Work, correction period shall run from the time of last correction. In addition, the Subcontractor shall provide and honor any guarantee or warranty required by the other Contract Documents or Contractor's prime contract with Owner. Required Equipment and System warranty documents and as-built drawings shall be delivered to Contractor within ten (10) days of the Date of Substantial Completion, which is defined as the date the Owner and Contractor execute the Certificate of Substantial Completion.
7. Subcontract Price. For full performance of the Work in conformance with the Contract Documents, and all other terms and conditions of this Subcontract, The price includes all applicable taxes and permits. Contractor shall pay the Subcontractor the fixed price of:
8. The subcontractor must have all communications directly with the INTEG team, the subcontractor can not communicate directly with the end customer without prior written authorization from the INTEG representative.
9. The subcontractor can not work on this project, or on any project within 2 years at the end of the work, with the final client, General Contractor, or Anyone involved with the end customer.

**Costo Total / Total Cost** \$0

8. Monthly Payment. By the twenty-fifth (25th) day of each month, the Subcontractor shall submit to Contractor a written Application for Payment in approved form showing the proportion of the Work performed and completed as projected through the end of the month from which shall be deducted: (a) a retainage equal to that retained from Contractor by Owner for the Subcontractor's Work; (b) all previous payments; (c) all charges for materials and services furnished by Contractor to the Subcontractor; and (d) any other retention, charges or deductions provided for in the Contract Documents or Subcontract. If an Application for Payment is received by Contractor after the twenty-fifth (25th) day of the month, Contractor need not submit it to the Owner for approval until the following payment request.
9. Final Payment. Final payment shall be made within seven (7) days after Contractor's receipt of final payment from the Owner. Final payment shall also be subject to the following conditions precedent: (a) the Work shall be completed by the Subcontractor and accepted by Contractor and the Owner; (b) the Subcontractor shall have furnished evidence satisfactory to Contractor that there are no claims, obligations, or liens for labor, services, materials, equipment, taxes, or other items performed, furnished, or incurred for or in connection with the Work; (c) the Subcontractor shall have executed and delivered in a form satisfactory to Contractor a General Release in favor of Contractor, Contractor's surety, if any, and the Owner; and (d) the Subcontractor shall have delivered to Contractor written consent of its surety, if any, to final payment.
10. Insurance. Subcontractor shall obtain, maintain, and pay for such insurance as may protect Owner and Contractor, including its employees, agents, and subcontractors against claims for bodily injury or death, or for damage to the property, as further specified below. In the event the amount of coverage required by law is greater than the amount of coverage specified in this Agreement, Subcontractor shall obtain the amount of coverage required by law. Insurance coverage must include BLANKET CONTRACTUAL COVERAGE TO INSURE ALL INDEMNITY AGREEMENTS PROVIDED IN THIS AGREEMENT. Contractor and Owner must be named as additional insureds.
- 10.1 Coverage Requirements. The insurance shall have limits at least equal to the greater of those specified in the Contract Documents or those specified below:
  - a. Worker's Compensation Insurance as prescribed by applicable law.
  - b. Employer's Liability Insurance, the limits of liability of such insurance shall be as prescribed by applicable law or if not prescribed by applicable law shall be not less than \$1,000,000 per occurrence.
  - c. Commercial General Liability with limits of not less than \$1,000,000 per occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate.
  - d. Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of the Sublet Work. The limits of liability of such insurance shall be not less than \$1,000,000 per occurrence.
  - e. Umbrella and/or Excess liability coverage with limits of not less than \$1,000,000.

The above insurance shall be on an occurrence basis and shall include a requirement that the insurer provide INTEG with 30 days' written notice prior to the effective date of any cancellation or material change of the insurance. The insurance specified in (a) above shall contain waivers of subrogation in favor of INTEG and an assignment of statutory lien to INTEG, if applicable. The insurance specified in (b), (c) and (d) above shall:

  - (i) contain waivers of subrogation in favor of INTEG; and
  - (ii) name INTEG as an additional insured and provide that said insurance is primary coverage with respect to Subcontractor's work hereunder. Owner shall also be named as additional insured.

Subcontractor shall, before commencing the Sublet Work, provide INTEG with a certificate of insurance evidencing the above. In the event the contract between INTEG and owner requires additional insurance coverages, Subcontractor agrees to provide such insurance at no additional cost to INTEG.
- 10.2. Financial Rating of Insurer. Insurance required under this paragraph shall be procured from insurers with the following minimum financial ratings: A.M. Best Rating A- or higher, or A.M. Best Financial Size Category Class VII or higher.
- 10.3 Proof of Coverage. Prior to the commencement of work and/or payment, the Subcontractor shall file Certificates of Insurance with Contractor which shall be subject to Contractor's approval of adequacy of protection and the satisfactory character of the insurer. In the event of failure of Subcontractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Contractor shall have the right (but not the obligation) to take out and maintain the same for Subcontractor who agrees to furnish all necessary information thereof and to pay the cost thereof to Contractor immediately upon presentation of an invoice. Subcontractor shall provide written notice to Contractor and Owner within three (3) days of receiving notice that the insurance this Agreement requires has been canceled or modified. Contractor may not change

Subcontractor's insurance policy except with Contractor's prior written consent.

10.4. Property Insurance Waiver of Subrogation. To the extent of coverage afforded by any property insurance applicable to the Work or the Project or equipment used in performance of the Work, Subcontractor waives all rights against the Owner and Contractor and its subcontractors, agents, and employees, for damages caused by fire or other insured perils, except such rights as each may have to the proceeds of such insurance.

10.5. Insurance Deductible Liability. The Subcontractor shall be solely responsible for, and hereby agrees to be solely responsible for, and to defend and indemnify Contractor and the Owner against Claims for losses or damages within the deductible of any insurance applicable to the Work of the Subcontractor or those for whom it is responsible. This obligation is separate and distinct from the obligation of Subcontractor set forth in Section 10.4.

10.6. Indemnity and Insurance Against Injury or Damage. In addition to the indemnity agreement set forth in Paragraph 18 of this Agreement, to the fullest extent permitted by law, the SUBCONTRACTOR AGREES TO ASSUME ENTIRE RESPONSIBILITY AND LIABILITY for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from or in any manner connected with, the execution of the Work or occurring or resulting from the use by the Subcontractor, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties and SUBCONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS CONTRACTOR, ITS AGENTS AND EMPLOYEES, AND THE OWNER, ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, including, without limiting the generality of the foregoing, claims for which the Contractor may be or may be claimed to be liable and including legal fees and disbursements paid or incurred to enforce the provisions of this paragraph provided that any such claim, damage, loss, or expense: (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (b) is caused in whole or in part by negligent acts or omissions or breach of warranty of the Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. In any and all claims against Contractor or any of its agents or employees by any employee of the Subcontractor or any of its sub-subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, or any Subcontractor, under worker's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which exist in this Subcontract or the Contract Documents or at law. SUBCONTRACTOR FURTHER AGREES TO OBTAIN, MAINTAIN AND PAY FOR SUCH GENERAL LIABILITY INSURANCE AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH.

10.7. Additional Insured. Contractor and Owner shall be added as an "Additional Insured" on any insurance policy that satisfies Subcontractor's obligations, even for claims regarding Contractor or Owner's Concurrent or Sole Negligence. Subcontractor's insurance is to be endorsed to reflect it is primary and non-contributory for Contractor and all other additional insureds named in these Insurance Requirements. The Additional Insured Endorsement shall be at least as broad as ISO CGL Endorsement CG 20-37-07-04, Owners, Lessees, or Contractors—Completed Operations Coverage. Subcontractor shall, before commencing work, provide Contractor and Owner with a certificate of insurance as evidence of the insurance required by this Agreement including copies of an additional insured endorsement satisfying to the Contractor and Owner evidencing the insurance required by the contract. The certificates of insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to Contractor.

10.8. Coverage Requirements Not Liability Limitation. The insurance coverage requirements in this paragraph shall not be construed to be a limitation of the liability on the part of the Subcontractor. The carrying of insurance described shall in no way be interpreted as relieving the Subcontractor of any responsibility or liability under the Agreement.

11. Change orders (co) (co)s. Owner may issue deductive change orders (co) (co)s in writing through Contractor. Subcontractor will immediately comply with them, and the contract price will be equitably adjusted. Owner may issue proposed additive change orders (co) (co)s, and within 20 days thereafter Subcontractor will submit a price for the change, supported by a detailed written estimate. Owner or Contractor and Subcontractor will then negotiate the price of the change, which will be incorporated in a written Change Orders (CO) signed by both parties. The contract price will be accordingly adjusted. If the parties do not reach agreement as to the price of the change, Owner or Contractor may order Subcontractor to proceed with the change, and Subcontractor will promptly do so. Subcontractor will not slow or stop the work because of disagreement as to change orders (co) (co)s.

12. Waiver and Release. Subcontractor hereby waives any claim for damages against Contractor and Owner, and their respective employees, officers and directors that may arise due to injury to Subcontractor's person or property (or engineer's respective employees, agents or independent contractors) while performing the Work and while present on the subject premises. Such waiver is applicable to the damages at issue were caused, in whole or in part, by an act or omission of the Contractor and Owner, or their respective agents and employees. Subcontractor assumes the risk of all dangerous conditions on or about the subject property, or facilities of the Contractor or Owner, and of the Work, and Subcontractor hereby waives notice of the existence of any such conditions.

13. Job Site Expectations. Subcontractor will continuously clean the jobsite, and keep it in a safe, orderly, neat condition. At the completion of the work, the entire jobsite will be left in a broom-clean condition. Subcontractor further agrees to comply with all Job Site Expectations issued by Owner or Contractor.

14. Asbestos/Hazardous Materials. Contractor hereby informs Subcontractor of the potential presence of asbestos, lead or other hazardous materials. In the event Subcontractor encounters lead, asbestos or other hazardous materials, Subcontractor shall immediately cease work and notify Contractor.

15. Rejection. In case the Subcontractor shall fail to correct, replace and/or re-execute faulty or defective Work done and/or materials furnished under this Subcontract, when and if required by the Contractor, or shall fail to complete or diligently proceed with this Subcontract, when and if required by the Contractor, or shall fail to complete or diligently proceed with this Subcontract within the time herein provided for, the Contractor upon three (3) days' notice in writing to the Subcontractor shall have the right to correct, replace and/or re-execute such faulty or defective Work, or to take over this Subcontract and complete same either through its own employees or through a contractor or subcontractor of its choice, and to charge the cost thereof to the Subcontractor, together with any liquidated damages caused by a delay in the performance of this Subcontract.

16. Compliance with Codes and Laws. Subcontractor represents that it is familiar with and will comply with all applicable building codes and regulations, and other ordinances and laws applicable to the work, and that the contract price includes all costs to be incurred for such compliance.

17. Subcontractor's License. Subcontractor represents that it is properly licensed, and will remain so during the progress of the work. Subcontractor will immediately notify Contractor and Owner in writing if Subcontractor's license is revoked, suspended, or terminated.

18. Indemnity. In addition to the indemnity agreement set forth in Paragraph 10 of this Agreement, Subcontractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Contractor and Owner, and their officers, directors, employees and agents from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent or willful acts or omissions, including those acts and omissions of Consultant's agents, employees and independent contractors. Subcontractor's liability under this paragraph is not limited as to the amount of liability. Subcontractor's liability under this paragraph includes claims brought by third parties.

19. No Waiver. Neither the making nor acceptance of any payment will constitute a waiver, by either party, of any prior default by the other party. No payment made to Subcontractor shall be considered to be evidence of approval of portions of the work completed by Subcontractor. Contractor's failure to enforce any provision of this Agreement shall not be a waiver of Subcontractor's default.

20. Default. A default occurs under the terms of this Agreement if: (a) Subcontractor fails to diligently perform any of its obligations under this Agreement; (b) if Subcontractor becomes insolvent; (c) if Subcontractor's license is revoked, suspended or cancelled, or (d) if Subcontractor assigns this Agreement to a third party (together "Default"). If Contractor believes that Subcontractor has failed to perform any of its obligations under this Agreement, or any other Contract Documents, including Contractor's prime contract with Owner, Contractor may notify Subcontractor in writing, and Subcontractor will immediately correct the default. If Subcontractor fails to take prompt corrective action, commencing no later than 48 hours after notice of default, and if Subcontractor shall fail to diligently proceed with corrective action, then Contractor may terminate Subcontractor's right to continue performance, and eject Subcontractor from the job. Subcontractor will provide Contractor with all information needed by Contractor to effect an efficient transition of the work to Contractor's staff, or to other subcontractors selected by Owner.

20.A. The Subcontractor must deliver to INTEG all the documentation that guarantees that all and here one of the employees of the subcontractor complies with work compensation and all the governmental entities that the city or the state require it.

21. Notices. Any notice required or permitted by this Agreement shall be given in writing at the following addresses via Certified Mail, return receipt requested:

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Subcontract as of the Effective Date: **Effective Date:**

SUBCONTRACTOR

Subcontractor Name:

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

Its: \_\_\_\_\_

CONTRACTOR

Contractor Name

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

Its: \_\_\_\_\_

Payments Subcontractor

Total Monto de Avance

Add Avance ADC

Record ID#	SDC SUBCONTRACTOR - Estatus / Status	Empresa	SDC SUBCONTRACTOR - Subcontractor Name:	Fecha de Avance	# Avance	Subcontratista	Total a Pagar	Monto de Avance	% Avance	Nombre del Proyecto	Monto de Descuento	Document de Avance
No avance adcs found												

NDA

CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETE AGREEMENT

This CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETE AGREEMENT (the "Agreement") is made and entered as of this \_\_\_\_ day of \_\_\_\_\_, 2017 by and among INTEG MIAMI LLC, a Florida corporation, and any related or affiliated entities (hereinafter collectively referred to as "INTEG"), and \_\_\_\_\_, a Florida Corporation, and any related or affiliated entities (hereinafter collectively referred to as the "Recipient").

Recitals

WHEREAS, INTEG is a Florida corporation that conducts business throughout the world in various stages of engineering and construction, and INTEG has developed an expansive network of clients, contact, customers, vendors, and partners in USA And Latinoamerican Territory and maintain good will throughout the United States, and

WHEREAS, [briefly describe who client is and what the project entails ] (hereinafter referred to as the "Project"), and

WHEREAS, in consideration of this Agreement and of the potential business relationship between INTEG and the Recipient, the mutual promises and covenants contained herein, and other valuable and sufficient consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

Confidential Information

- a. The Parties and their Representatives (as defined below) may exchange certain Confidential Information (as defined below) with the other Party and its Representatives. For purposes of this AGREEMENT, any Party providing Confidential Information shall be a "Providing Party" and any Party receiving Confidential Information shall be a "Receiving Party".
- b. As used in this AGREEMENT, the term "Confidential Information" includes all information provided by the Providing Party or its Representatives to the Receiving Party or its Representatives that relates in any way to the Project and is either non-public, confidential or proprietary in nature (whether provided prior to, concurrent with or after the Effective Date and whether in the form of documents, materials, computer media or otherwise, disclosed visually, orally or in writing, and irrespective of whether marked as or stated to be "confidential"). Confidential Information shall not include any information that (i) is or becomes generally known to the public (other than as a result of a breach of default of this AGREEMENT), or (ii) is documented to have become known to the Receiving Party or its Representatives through independent discovery or through a source having the right to disclose such information to the Receiving Party or its Representatives on a non-confidential basis.
- c. As used in this AGREEMENT, the term "Representative" means, as to any person, such person's principals, controlling persons, affiliates, directors, officers, employees, agents, attorneys, consultants, advisors, representatives, investors or lenders or any other person acting for or on behalf of such person.
- d. With respect to the Confidential Information, and subject to paragraph "e" below, the Receiving Party hereby further agrees (i) to keep all Confidential Information confidential and, except as provided under clause (iii) below, not to disclose or reveal any Confidential Information to any person other than its Representative who are actively and directly assisting it in the pursuit and/or performance of the Project, and to require those persons to comply with the terms of this AGREEMENT; (ii) not to use Confidential Information for any purpose other than in connection with the Receiving Party's participation or evaluation of its prospective participation in the pursuit and/or performance of the Project; (iii) that, prior to the disclosure of any Confidential Information to any non-Representative third-party, it shall require that such third-party execute a confidentiality agreement that requires such third-party to comply with the terms of this AGREEMENT. The Receiving Party hereby agrees and acknowledges that it will be liable for any breach of the terms of this AGREEMENT by it or its representatives.
- e. If the Receiving Party or any of its Representatives is requested pursuant to, or required by applicable legal process, law, rule or regulation, including but not limited to the rules or regulations of any public stock exchange, (collectively, "Applicable Law") to disclose any Confidential Information or any other information concerning the Providing Party or its Representatives, the Receiving Party hereby agrees that it will (i) provide the Providing Party with prompt notice (to the extent legally permitted) in order to enable the Providing Party to seek an appropriate protective order or other remedy and (ii) consult with the Providing Party with respect to its taking steps to resist or narrow the scope of such request or legal process, or to waive compliance, in whole or in part, with the terms of this AGREEMENT.
- f. The Receiving Party does not possess, and does not acquire by virtue of this AGREEMENT, any ownership or property right or interest whatsoever in the Confidential Information. The Receiving Party agrees that upon termination or expiration of this AGREEMENT or at the request of the Providing Party, it shall promptly return or destroy all tangible Confidential Information and, in the case of destruction, confirm in writing that it has completed such destruction in accordance with this AGREEMENT.
- g. The Parties acknowledge and agree to the accuracy or completeness of any Confidential Information. The Receiving Party also acknowledges and agrees that it will engage in such due diligence so as to allow it to evaluate and determine the accuracy or completeness of the Confidential Information to the extent commercially reasonable.
- h. Disclosure of any Confidential Information or breach of any covenants contained in this AGREEMENT by the Receiving Party will give rise to irreparable harm to the Providing Party. Without prejudice to the rights and remedies otherwise available to the Providing Party, the Providing Party shall be entitled to seek equitable relief by way of injunction or otherwise if the Receiving Party of any of its Representatives breach or threaten to breach any of the provisions of this AGREEMENT. In no event shall any Party be liable to, or required to provide indemnity to and hold harmless any other Party for any indirect, punitive, incidental, special, exemplary or consequential damages in any way arising from or related to the performance or non-performance of this AGREEMENT, including loss of profit or business, revenue, opportunities, use, or goodwill, cost of capital, or governmental and regulatory sanctions, except to the extent such damages arise as a result of gross negligence, recklessness, willful misconduct or fraud.
- i. Each Party represents and warrants that (i) it shall work exclusively with the other Party in respect of the pursuit or performance of the Project and (ii) it is not, and shall not be, affiliated or involved in any manner with any third-party bid, proposal, negotiations or transaction that is in competition with the Parties' joint pursuit of the Project.
- j. No Party shall directly or indirectly utilize any Confidential Information to circumvent or bypass the other Party in connection with any future transaction or business opportunity, whether or not such transaction or opportunity is related to the Project.
- k. The Receiving Party's obligations hereunder shall expire five (5) years after disclosure of the Confidential Information.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

INTEG

RECIPIENT

INTEG MIAMI LLC,  
a Florida Corporation

[COMPANY NAME]  
a [State] Corporation

By:

By:

Name:

Name:

Title:

Title:

Liability / Works comp

Works Compensation:

Certificado de Seguros/  
Certificate of Insurances  
Liability

WAIVER OF LIEN LABOR AND MATERIALS

FINAL UNCONDITIONAL WAIVER OF LIEN LABOR AND MATERIALS

FINAL UNCONDITIONAL  
WAIVER OF LIEN LABOR  
AND MATERIALS

State of \_\_\_\_\_  
City of \_\_\_\_\_

Date:.

TO WHOM IT MAY CONCERN:

Whereas, We the undersigned,

**SubContractor:**

have been employed by INTEG MIAMI LLC to provide LABOR and MATERIALS for the building known as \_\_\_\_\_

consideration of the sum of \$\_\_\_\_\_ and other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien, and claim or right to lien, on said above described building and real state under the Statutes of the State of Florida, on account of labor or materials, or both, heretofore furnished by \_\_\_\_\_ to aforesaid for said building and real estate up to and including the date of \_\_\_\_\_, 201\_\_ only, but not for any furnished subsequent to said date.

\_\_\_\_\_  
Signature, Title

SUBSCRIBED AND SWORN to before me  
This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
My Comission Expires \_\_\_\_\_