

CONTRACT FOR GENERAL CONTRACTOR SERVICES

SUMMARY

Project Name	Katalina's Bexley
Project #	GC2024-05
Project Type	Tenant Improvement
Project Address	2741 E Main Street, Bexley, Ohio 43209
Project Description	Renovation of Existing Restaurant for New Tenant
Project Commencement (est.)	05/27/24
Project Duration	90 to 120 days
Client	Ichabod, LLC, an Ohio limited liability company
Client Address	969 Neil Avenue, Columbus, Ohio 43201
Architect	Orange frog Design Group
Architect Address	411 Meditation Ln, Columbus, OH 43235
Drawing Date	4/3/2024 - Permit Submission Set
Contract Amount (Estimated)	<p>\$440,000.00 based on Permit Submission Plans above and Proposal dated 04/18/24. Known changes made to plan at time of contract yet to be priced:</p> <ul style="list-style-type: none"> - Layout of HVAC equipment on roof - Changes to duct layout in finished space - Lack of definition on client provided finishes
Retainage	15% for General Conditions and Overhead, 10% all else

ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS

1.1 This contract is made by and between Spectrum Builders. Inc (herein referred to as 'Spectrum'), located at 3493 Babbitt Road, Blacklick, Ohio 43004 and Ichabod, LLC, an Ohio limited liability company (herein referred to as 'Client'), located at 2741 East Main Street, Bexley, Ohio 43209.

1.2 The Contract Documents consist of 1) this contract, 2) all official project plans, specifications, and addenda issued prior to execution of this Contract 3) project schedule (to be developed), 4) any other Exhibits attached hereto, and 5) any further modifications of other documents forming a reference toward this contract issued after execution.

1.3 All of the above Contract Documents are a part of this contract and shall be available for inspection by Client upon request.

1.4 Spectrum and Client acknowledge that the Plans and Specifications for this Project, which are a part of the Contract Documents, are those prepared by Orange frog Design Group on 4/3/2024 - Permit Submission Set.

1.5 This Contract and the other Contract Documents shall be read so as to complement each other. However, in the event of an irreconcilable conflict in the terms thereof, the provisions for the Contract shall have a precedence over the terms of the other Contract Documents, with the exception of Change Orders executed by the Client, of which will impact the Project Amount and Schedule.

ARTICLE 2 - SCOPE OF WORK

Spectrum and Client agree that the work to be performed by Spectrum is as set forth below:

2.1 Provide all labor, material, tools, and supervision to complete the scope of work outlined in the plans, as described in our Proposal dated 04/18/2024

2.2 All work to be completed per plans and specifications developed by Orange frog Design Group dated April 3, 2024 (as indicated above). Any deviation from the plans shall be approved in writing by the Client.

2.3 Spectrum shall not complete or provide any scope of work specifically indicated to be the responsibility of others in the plans or outlined in the Proposal dated 04/18/2024

2.4 The contract scope of work excludes 1) unforeseen and uncovered conditions leading to substantial changes in project scope and/or cost (e.g. the remediation of asbestos or any other hazardous materials, underground obstructions, faulty site infrastructure previously hidden, etc.), 2) any overtime or after hours work schedules, 3) extreme weather conditions requiring temporary heating, cooling or other space conditioning. See proposal for additional details.

2.5 If Spectrum encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, Spectrum shall promptly provide notice to the Client before conditions are disturbed.

2.6 Should any of the above unforeseen or extenuating circumstances arise during the course of the Project, Client shall be responsible for any additional costs and time required to address them, and Spectrum shall be entitled to an equitable adjustment to the contract price and schedule, including adjustments to the date of Substantial Completion. This provision shall not relieve Spectrum of its obligation to exercise reasonable care and skill in performing the work, nor does it absolve Spectrum of liability for any damages resulting from its negligence or willful misconduct.

2.7 Client is solely responsible for the sourcing, purchase, transportation, delivery, and unloading of all materials listed as "Client Provided" per the Proposal and Outlined in any "Responsibility Matrix" Exhibit to this contract. Should Spectrum have to facilitate any such activities, then Client agrees to be billed in addition to the contract amount for such efforts.

ARTICLE 3 - DATE OF COMMENCEMENT & SUBSTANTIAL COMPLETION

3.1 The Date of Commencement is on or about 05/27/24 unless a different date is stated below, or within 3 days after the date of receipt of a signed copy of this contract or receipt of a building permit by Spectrum, whichever is last.

3.2 Substantial Completion is defined as the stage when the project, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the space for its use as a restaurant similar to other existing Katalina's.

3.3 A project shall be considered Substantially complete upon the earliest occurrence of the following circumstances:

1. The Building Department issues a Final Certificate of Occupancy, or any equivalent document, for the Project; or
2. A Certificate of Substantial Completion for the Project is duly furnished by the Project's Architect; or
3. The Client/Tenant commences occupation of the space.

3.4 Spectrum shall achieve Substantial Completion by the date outlined in the Project Schedule. The Project Schedule and date of Substantial Completion are subject to change on an ongoing basis based on any and all revisions agreed upon by Spectrum and Client, and any unforeseen and uncontrollable delays.

3.5 Spectrum shall only be liable for delays caused by inactivity or failure to perform the scope of work under normal, reasonable circumstances. Spectrum shall not be liable for delays caused by circumstances outside of its control, such as:

- Material changes to the project design initiated by the owner or required by regulatory authorities
- Delays from the client or client's agents, representatives, or subcontractors.
- Delays from governing bodies, including permit delays or regulatory approvals
- Changes in regulatory requirements necessitating adjustments to plans
- Labor strikes
- Unforeseen site condition causing a material change in scope
- Extreme weather events, such as tornadoes, hurricanes, floods, or severe storms
- Material shortages, delays from vendors or suppliers, or fluctuations in material pricing beyond the Contractor's control
- Dependencies on third parties, such as utility companies or vendors hired by the Client (i.e. Wasserstrom)
- Legal disputes, such as litigation related to property ownership, environmental concerns, or contractual disagreements with third parties
- Force Majeure events beyond human control, such as earthquakes, tsunamis, wildfires, terrorist attacks, or pandemics
- Any other unusual or extenuating circumstances outside of Spectrum's control

3.6 All parties agree to conduct onsite, in-person "Owner, Architect, Contractor" ("OAC") meetings once every two weeks to review the Project's progress, discuss project encumbrances, collaborate on resolutions, and revise the Project Schedule and Date of Substantial Completion as necessary. These OAC meetings will be at a time agreed to by all parties and facilitated by Spectrum.

ARTICLE 4 - CONTRACT AMOUNT AND CHANGES IN SCOPE

4.1 The Client shall pay to Spectrum in current funds for Spectrum's performance, the estimated contract sum of TBD by following the progress payment process outlined in Article 5 below.

4.2 Client shall furnish to Spectrum in writing, via either account number, escrow account number or other means proof of funds sufficient to cover completion of Contract Amount, however Spectrum shall not access such without the prior written consent of Client.

4.3 If any revisions or modifications to the plans, equipment requirements, or overall Project scope are necessary, the Contracted Amount and Project Schedule will be adjusted accordingly either via a Change Order or an Amendment to this Contract. Additionally, any unforeseen circumstances out of Spectrum's control that affect the cost of the project may also necessitate a price adjustment. See Article 11, Clause 11.3 for a list of uncontrollable circumstances.

4.4 Spectrum shall not proceed with any changes to the scope of work without a valid and approved Change Order Request, except in cases of emergency where immediate action is necessary to protect life, property, or the project schedule. In cases of emergency changes, Spectrum shall promptly notify the Client and document the nature of the emergency and the actions taken.

4.5 Any approved Change Order shall be considered an amendment to this Contract and shall prevail over any conflicting provisions in the original Contract, namely Project Amount and Project Schedule.

ARTICLE 5 - PAYMENT TERMS

5.1 Spectrum will develop a financial schedule of values for the project and submit it to Client with Pay Application #1 on an AIA G702/G703 type form.

5.2 Spectrum will submit applications to the Client monthly. All applications for payment will be based on the percentage of completed work at the end of each month while the project is underway.

5.3 The retainage to be withheld by Client for this project until Substantial Completed is achieved shall be fifteen percent (15%) of all general conditions and overhead, and ten percent (10%) for all other scope.

5.4 Client will make all payments to Spectrum via ACH payment or check written to "Spectrum Builders" within 30 days from receipt of monthly invoice per 5.1 above. Failure of Client to make any payment within 30 days could result in work stoppage. Client to contact Chase Beckmann (chase@spectrumbuilders.biz) to set up ACH payment methods.

5.5 Past due payments shall bear interest from the date payment is due until paid at 12% APR.

ARTICLE 6 - TERMINATION OR SUSPENSION BY SPECTRUM

6.1 Spectrum may terminate this Contract if the work is stopped for a period of Forty Five (45) days through no fault of Spectrum or its Subcontractors.

6.2 If repeated suspension, delays or interruption of work caused by the Client, or failure by the Client to satisfy any monthly Application for Payment for a period of Thirty (30) days after issuance to Client by Spectrum, Spectrum may terminate this contract if Client does not cure such within ten (10) days after written notice is given to the Client.

6.3 If either reason above occurs, Client shall pay Spectrum for all materials, labor and construction machinery used, rented or obtained for the Project and a pro-rata share of Spectrum's overhead and profit for the completed portion of the Project up to the date of Termination, as defined in the attached proposal plus any subsequent change orders agreed to by both parties.

ARTICLE 7 - TERMINATION OR SUSPENSION BY CLIENT

7.1 Client may terminate the Contract if Spectrum a) consistently does not supply enough properly skilled workers to complete the work, b) fails to make payment to subcontractors, c) continually breaks local laws or building codes, d) is guilty of a substantial breach of contract.

7.2 Client must inform Spectrum of their intentions in writing with Ten (10) Days notice, allowing Spectrum ten (10) days for correction prior to termination.

7.3 Except for any damages caused to Client related to any of the conditions stated in Article 7.1, Spectrum must be paid in full per ARTICLE 6 above within 10 days upon termination. In the event that Client's damages exceed any monies owed to Spectrum, Spectrum shall be liable to Client for any excess.

7.4 The Client may, without cause, order Spectrum in writing to suspend work until the time the Client determines to resume.

ARTICLE 8 - INSURANCE REQUIREMENTS

8.1 Client to notify their insurance company of the work and addition to the property and provide Spectrum with a copy of property insurance and liability insurance. Spectrum is to be named Additional Insured for the project. Spectrum will provide to the Client a copy of their own Certificate of Insurance upon request with the following limits:

- \$1,000,000 general liability per occurrence
- \$2,000,000 general liability aggregate

ARTICLE 9 - SIGNAGE, SECURITY, & MARKETING

9.1 Spectrum must obtain the appropriate permissions from the City and Landlord to hang signage on the project premises including, but not limited to jobsite banners, project overview boards, and project timelines.

9.2 Spectrum must get landlord and Client approval to place surveillance cameras and security devices onsite to protect the premises and all materials and tools stored within the premises and agrees to give access to the camera feeds as requested.

9.3 Spectrum agrees to obtain written permission from Client before mentioning the project in any marketing materials including but not limited to local press, social media, and other channels.

ARTICLE 10 - EXISTING CONDITIONS & DESIGN ERRORS

10.1 Client acknowledges that several of the Existing Conditions of the space may pose potential risks and issues that are currently unknown and are not to be addressed during construction. These Existing Conditions may include, but are not limited to, structural deficiencies; environmental hazards; inadequate mechanical,

electrical, or plumbing systems; inadequate mechanical, electrical, or plumbing service; leaky or insufficient roofing, siding, flashing, etc; or other unforeseen conditions.

10.2 Any unknown or uncovered problematic Existing Conditions not addressed in the Plans are out of scope for the work to be performed for this Project. Spectrum will do its best to identify and make Client aware of issues with "out of scope" Existing Conditions as they are discovered, but Spectrum shall not be responsible for any future issues arising from any of these Existing Conditions that are left "as-is" and not altered during construction. The client agrees to indemnify and hold harmless Spectrum, its officers, directors, employees, agents, and affiliates from any and all claims, damages, liabilities, losses, and expenses arising out of or in connection with the Existing Conditions of the space or Spectrum's work on the project, regardless of whether such issues arise from the contractor's negligence or any disturbances caused to the Existing Conditions during construction.

10.3 In the event that Client decides that any of these Existing Conditions, known or unknown, must be addressed during the construction process, the parties shall execute a Change Order to reflect the additional work, and the Client shall be responsible for any additional costs incurred, and the Project Schedule shall be adjusted accordingly.

10.4 Any specific Existing Conditions to be left "as-is" may be listed as an additional exhibit to this contract.

10.5 It is recognized that Spectrum's review of the Plans, Contract Documents, and their subsequent Proposal, and Work on the project are all made in Spectrum's capacity as a contractor and not as a licensed design professional. Spectrum is not required to ascertain that the Project Design and Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities,

10.6 Furthermore, Client agrees to indemnify and hold harmless Spectrum, its officers, directors, employees, agents, and affiliates from any and all claims, damages, liabilities, losses, and expenses arising from the negligence, errors, or omissions of the Client or their Agents in connection with 1) the Existing Conditions of the space, 2) the design of the final space including but not limited to any structural, mechanical, electrical, or plumbing systems, or 3) the final constructed space built per the plans, including any plan revisions, allowing for reasonable construction means and methods. This indemnification shall survive whether or not such negligence, errors, or omissions were foreseeable or preventable. This indemnification shall survive the termination of the contract.

10.7 Spectrum agrees to indemnify and hold harmless Client, its officers, directors, employees, agents, members, and affiliates from any and all claims, damages, liabilities, losses, and expenses arising from the negligence, errors, or omissions of Spectrum, its employees, agents, and subcontractors in connection with any and all work performed (or failure to perform as required by this Contract) by such in any manner related to this Contract. This indemnification shall survive whether or not such negligence, errors, or omissions were foreseeable or preventable. This indemnification shall survive the termination of the Contract.

ARTICLE 11 - PROJECT CLOSEOUT AND FINAL PAYMENT

11.1 Project Closeout shall commence once the Project reaches Substantial Completion.

11.2 The Following outlines the Closeout processes to commence once Substantial Completion is achieved:

A. Final Walkthrough and Punch List

Once Substantial completion is achieved, Spectrum and Client shall meet and review the work completed on the project and develop a mutually agreeable final punch list of items yet to be completed. Spectrum shall complete all remaining work identified in the punch list promptly and in a good and workmanlike manner, and shall promptly notify the Client when the work is complete.

B. Final Payment

An application for final payment can be submitted by Spectrum immediately upon Substantial Completion of the project. Final payment, including all retainage previously withheld, is to be paid within 30 days of delivery of the application for Final Payment. Spectrum and Client will agree to a reasonable amount of final retainage from the final invoice to account for remaining punch items.

C. Closeout Documents

Spectrum will provide the following documents to Client upon completion of the Project. Any additional closeout items required by Client shall be communicated to Spectrum with substantial written notice.

- A Final Unconditional Lien Waiver from Spectrum Builders and all subcontractors and suppliers
- A 24 Month Contractor's Warranty Letter in the form attached hereto.
- All permit/inspection approvals if applicable to project
- All submittal materials for equipment installed if applicable to project

Spectrum will not provide:

- Certificates of Occupancy (typically issued to the owner of record for the building)
- Copies of Keys (Responsibility of client/locksmith)

D. Lien Waivers

Spectrum will provide Final Unconditional Lien Waivers only after all invoices, retainage, and other remaining bills have been paid from Client to Spectrum, have all cleared the bank, and the project balance is \$0, however Spectrum will provide evidence that such are in Spectrum's possession prior to Client paying any remaining monies owed to Spectrum.

11.3 Upon completion of all work and services under this Agreement, this Agreement shall terminate, except for those provisions that by their nature are intended to survive termination, including all representations and warranties made by Spectrum.

ARTICLE 12 - CONFLICT AND RESOLUTION

12.1 Both parties and their respective counsel have had the opportunity to and did fully review this agreement and all provisions herein. The parties fully understand and agree with all provisions in this agreement. Therefore, this agreement will not be construed against either party merely because the agreement was prepared by a particular party.

12.2 Client shall indemnify, defend, and hold harmless Spectrum, its Subcontractors, and their respective personnel from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of work and/or services under this Agreement, whether such claim, damage, demand, loss or expense is attributable to

bodily injury, personal injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting therefrom.

12.3 Spectrum shall indemnify, defend, and hold harmless Client and its respective personnel from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages) arising out of or resulting from, or alleged to arise out of or arise from, the performance of work and/or services, and/or the failure to perform under this Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury or destruction of tangible property, including the loss of use resulting therefrom.

12.4 In the event of a breach by either party, the non-breaching party shall be entitled from the breaching party all legal and equitable remedies and damages, including reasonable attorney fees and costs.

12.5 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof and without regarding to where the Agreement is executed or to be performed. The Parties hereby submit to the personal jurisdiction and agree that any cause of action brought hereunder or related to this Agreement may be brought in the courts of competent jurisdiction in Columbus, Ohio. In the event of any litigation between the Parties regarding this Agreement, the prevailing party in such litigation shall be entitled to be reimbursed for all reasonable attorneys' fees and costs incurred in connection with such litigation.

IN WITNESS WHEREOF, the parties have executed two or more counterparts of this Project Agreement, each of which shall be deemed as an original, but which, when taken together, shall constitute one and the same instrument on the date first set forth herein above.

This agreement is entered into this 20th day of May, 2024

Spectrum Builders, Inc.

Signature  DocuSigned by:
C8C438A44AD644D...

Name Chase Beckmann

Title Manager, Treasurer

Date 5/20/2024

Client

Signature  DocuSigned by:
3613F4FCE8924DF...

Name Kathleen Day

Title Owner/member Ichabod LLC

Date 5/20/2024

General Contracting Proposal - Itemized

04/18/2024

**Project Name:** Katalina's Bexley**Address:** 2741 E Main Street, Bexley, Ohio 43209**Description:** Interior and Exterior Renovation of Existing Restaurant for New Tenant**Architect:** Orange frog Design Group**Plan Date:** 04/03/2024**Est Project Duration:** 3-4+ months

This is a preliminary proposal 100% based on permit submission plans to level-set cross bidding. A final round of "contract revisions" will be necessary to determine the final executable contract amount.

Est Project Cost

Description	Totals
Cost of Construction (Base Bid)	\$403,387.00
Builder Risk Insurance	\$500.00
Office Overhead	\$650.00
CM Fee	\$32,756.13
Total	\$437,292.00

Inclusions

- All necessary project management and oversight
- All MEPs (electrical, HVAC, plumbing) per plans, including inspections of sanitary and grease systems
- Interior and exterior finishes, doors, hardware, casework, bench seat, tables, and accessories per plans
- Base Bid includes several allowances for items we will need additional info on to determine final budgets

Exclusions

- Client Contingency - we recommend client withholds contingency funds for unforeseen expenses
- Building Permit and Utility Tap Fees
- Utility usage fees during construction
- Kitchen equipment including the Hood
- Low voltage or IT cabling
- Access control or security
- Furniture (other than two tables), I equipment, specialty
- Move-in and fixturing (aside from minor kitchen equipment setting / fixturing)

Additional Notes

- We included several alternates. Some of these we would insist on doing to achieve the best final product:
 - New drywall in kitchen
 - New drywall in dining room
 - Stucco repair around the exterior
 - Demo of the original Boston Market sign
- Others are suggestions for either savings or better solutions

Detailed Cost of Construction

Description	Total
01 - General Requirements Total	\$58,920.00
Full-Time Superintendent	31,500.00
Project Manager	3,600.00
Part-Time Labor	9,000.00
Temporary Toilet	1,200.00
Final Cleaning	4,500.00
Temporary Protection	1,150.00
Progress Cleaning	1,600.00
Dumpster - Buildout	2,000.00
Testing	850.00
Inspections	2,500.00
Lift for Exterior Paint	900.00
Shoring Post Rental	120.00
02 - Existing Conditions Total	\$22,350.00
Demolition - General Demo (One Crew for Four Days)	12,000.00
Demolition - Floor (includes grind)	7,350.00
Demolition - Dumpsters & Haul Away	3,000.00
03 - Concrete Total	\$18,729.00
Allowance - Concrete Cutting - Bathroom Trenches	850.00
Allowance - Concrete Cutting - New Kitchen Plumbing Trenches	2,500.00

Description	Total
Concrete Cutting and Removal - Windows	4,100.00
Patio Slab	5,564.00
12" Thickened Patio Slab Edge - to mount Railing	1,215.00
Allowance - Interior Slab Repour	4,500.00
04 - Masonry Total	\$4,400.00
Concrete Window Lintels	4,400.00
05 - Metal Total	\$25,300.00
Allowance - Structural Reinforcement - CMU Wall	6,500.00
Metal Patio Railings	18,800.00
06 - Wood, Plastic, and Composites Total	\$19,215.50
Blocking for Kitchen and Bathrooms	4,428.00
FRP	9,400.00
1x Wall Base in Dining Room	1,087.50
Bench Carpentry & Finishing	4,300.00
07 - Thermal and Moisture Protection Total	\$7,300.00
Allowance - Stucco Repair - Windows	1,800.00
Allowance - Roof Curbs - MAU, 2x Hood Penetrations	4,500.00
Allowance - Plumbing Roof Penetrations	1,000.00
08 - Openings Total	\$10,130.00
Aluminum-Framed Storefront Windows	7,400.00
Interior Doors And Frames	2,730.00
09 - Finishes Total	\$61,622.50
Epoxy Flooring in Kitchen	17,076.50
Allowance - Concrete Flooring in Dining Room	9,066.00
Allowance - Flooring Prep - patching, repairing, etc.	1,200.00
Interior Painting	6,250.00
Exterior Painting	10,500.00
Framing, Insulation, Drywall, Ceilings	12,980.00
Allowance - Wall Tile	4,550.00
10 - Specialties Total	\$2,140.00
Fire Extinguishers	600.00
Tactile Signage	340.00
Toilet Accessories	1,200.00

Description	Total
11 - Equipment Total	\$3,500.00
Allowance - Kitchen Equipment Fixturing & Labor	3,500.00
12 - Furnishing Total	\$8,000.00
Allowance - Casework, Countertops, Tables	8,000.00
22 - Plumbing Total	\$47,700.00
Plumbing	45,500.00
Sanitary Line Scope & Inspection	750.00
Grease Interceptor Inspection	450.00
Allowance - Underground Syrup Lines	1,000.00
23 - HVAC Total	\$37,700.00
HVAC	37,700.00
26 - Electrical Total	\$53,500.00
Electrical	48,800.00
Allowance - Exterior Lighting Budget	1,700.00
Allowance - Pendant Light Budget	3,000.00
31 - Earthwork Total	\$1,000.00
Patio Clearing, Excavation, Gravel & Prep	1,000.00
32 - Exterior Improvements Total	\$6,880.00
Landscaping	6,880.00
33 - Utilities Total	\$15,000.00
Allowance - New 1.5" Water Service	15,000.00
Totals	\$403,387.00

Alternates (no included in base bid)

Description	Total
Alternates	
Deduction to Remove GFCI Protection	-1,960.00
Demolition - Boston Market Sign	1,550.00
HVAC Budget to provide fire wrap and double wall stainless steel ducts for Hood	5,000.00
New Drywall in Kitchen	4,150.00
Laminate New Drywall in Dining Room	3,085.00
Deduct to use Standard Grid in Kitchen	-1,150.00

Description	Total
Allowance - Stucco Repair around Building	2,000.00
Plumbing Budget to Replace Existing Navien HWH	2,000.00
Totals	\$14,675.00



Spectrum Builders, Inc
 3493 Babbitt Road
 Blacklick, OH 43004
 (614) 402-4739
 Spectrumbuildersohio.com

EXHIBIT: PROJECT RESPONSIBILITY MATRIX

Project Name	Katalina's Bexley
Project Address	2741 E Main Street, Bexley, Ohio 43209
Client	Ichabod, LLC, an Ohio limited liability company
Client Address	969 Neil Avenue, Columbus, Ohio 43201
Architect	Orange frog Design Group
Architect Address	411 Meditation Ln, Columbus, OH 43235
Drawing Date	4/3/2024 - Permit Submission Set

The purpose of this Responsibility Matrix is to better outline and define the roles and responsibilities each party has for each portion of the Project's scope. It is meant to supplement the Contract for General Contracting Services, Project Plans, and Proposals by allocating Primary Responsibility, Supporting Responsibility, and Scope as necessary. All Parties agree to comply with the Matrix, shall perform in accordance with the Plans, and resolve disputes as outlined in the Contract for General Contracting Services.

The Owner acknowledges that this Matrix is merely a guide and contingent on the the thoroughness and accuracy of the Plans. Any changes in scope, due to either a change to the Plans, a Client decision to deviate from the plans, or any error or omission from the plans shall constitute a modification to this Responsibility Matrix and may impact the Project budget. The Owner bears the financial responsibility for any such changes.

Division	Description	Primary Responsible Party	Primary Scope	Supporting Responsible Party	Supporting Scope
General Requirements	Labor and Project Oversight	Spectrum Builders	Ongoing Oversight and Management	-	-
General Requirements	Testing and Inspections	Spectrum Builders	Provide as Required	-	-
General Requirements	Temporary Toilet, Dumpster, and Equipment Rental	Spectrum Builders	Provide as Needed	-	-
General Requirements	Temporary Protection	Spectrum Builders	Provide as Needed	-	-
General Requirements	Site Cleaning	Spectrum Builders	Provide as Needed	-	-
Existing Conditions	Demolition	Spectrum Builders	Complete scope per Permit Submission Plans	-	-
Concrete	All interior concrete cutting, removal, and repour	Spectrum Builders	Furnish and Install per Proposed Allowance	-	-
Concrete	Exterior Patio Slab (expansion)	Spectrum Builders	Furnish & Install Per Permit Submission Plans	-	-
Concrete	Thickened Edge of Patio Slab	Spectrum Builders	Additional scope added by Spectrum for better finished product	-	-
Concrete	Exterior Patio Slab and Sidewalks (existing)	-	No Scope	-	-
Metal	Structural reinforcement of CMU wall at hood	Spectrum Builders	Furnish and Install per Proposed Allowance	-	-
Metal	Patio Guardrail	Spectrum Builders	Furnish & Install Per Plans	Client	Approval of Shop Drawings by Fabricator
Wood, Plastic, and Composites	Cabinetry and Casework	Spectrum Builders	Furnish and Install per Proposed Allowance	Client	Approval of Shop Drawings by Fabricator and finish selections
Wood, Plastic, and Composites	Bench seating	Spectrum Builders	Furnish & Install Per Plans	Client	Design approval
Wood, Plastic, and Composites	Dining tables	Spectrum Builders	Furnish and Install per Proposed Allowance	Client	Design approval
Wood, Plastic, and Composites	Wood Blocking throughout	Spectrum Builders	Furnish & Install Per Plans	Client	Placement Requirements
Wood, Plastic, and Composites	Wood Base in Dining Room	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Wood, Plastic, and Composites	FRP	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal approval and color selection
Thermal and Moisture Protection	New Roof Penetrations and Curbing for HVAC Equipment	Spectrum Builders	Furnish and Install per Proposed Allowance	-	-
Thermal and Moisture Protection	Repair and Flash Roofing Penetrations (Plumbing)	Spectrum Builders	Furnish and Install per Proposed Allowance	-	-
Thermal and Moisture Protection	Inspect and Repair Existing Roof Membrane, Substrate, and Structure	-	No Scope	-	-
Thermal and Moisture Protection	Inspect and Repair Front Awning / Overhang	-	No Scope	-	-
Openings	Doors and Frames: Exterior	-	No Scope	-	-
Openings	Doors and Frames: Interior	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Openings	New Storefront Windows	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Finishes	New Walls: Framing, Insulation, Drywall	Spectrum Builders	Furnish & Install Per Plans	-	-
Finishes	Drywall: Replace Existing in Kitchen	Spectrum Builders	Extra by Spectrum for Better Finished Product	-	-
Finishes	Drywall: Install New in Dining Room	Spectrum Builders	Extra by Spectrum for Better Finished Product	-	-
Finishes	Interior Painting: Walls, Ceilings, Doors, Trim	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Finishes	Exterior Painting: Building, Face of Awning, Railing	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Finishes	Concrete Flooring: Dining Room	Spectrum Builders	Furnish and Install per Proposed Allowance	Client	Submittal Approval
Finishes	Epoxy Flooring: Kitchen	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Finishes	Acoustical Ceilings	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Finishes	Title: Bathroom Walls and Drink Station	Spectrum Builders	Furnish and Install per Proposed Allowance	Client	Submittal Approval
Specialties	Bathroom Accessories: Grab Bars	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Specialties	Bathroom Accessories: Mirrors	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Specialties	Bathroom Accessories: Toilet Paper Dispensers	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Specialties	Bathroom Accessories: Paper Towel Dispensers	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Specialties	Bathroom Accessories: Fem Hygiene Bins	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Specialties	Fire Extinguishers and Cabinets	Spectrum Builders	Furnish & Install Per Plans	-	-
Specialties	Tactile Signage	Spectrum Builders	Furnish & Install Per Plans	Client	Submittal Approval
Fire Suppression	Fire Suppression	-	No Scope	-	-
Plumbing	Drain Line Inspections	Spectrum Builders	Extra by Spectrum for Investigation Requirements	-	-
Plumbing	New 1.5" Water Service	Spectrum Builders	Furnish and Install per Proposed Allowance	City of Columbus	Access to Water Main
Plumbing	Plumbing & Fixturing	Spectrum Builders	Furnish & Install Per Plans	Architect / Engineer, Client	Submittal Approval
Plumbing	Syrup Lines	-	No Scope	-	-
HVAC	Existing Roof Top Units (RTUs)	-	No Scope	-	-
HVAC	Ductwork (RTUs only) and Air Diffusers	Spectrum Builders	Furnish & Install Per Plans	Architect / Engineer, Client	Submittal Approval
HVAC	Bathroom Exhaust Fans	Spectrum Builders	Furnish & Install Per Plans	Architect / Engineer, Client	Submittal Approval
Hood	Make Up Air Unit	Client	Furnish - through CaptiveAire	Spectrum Builders	Install Only
Hood	Hood and Anslu System	Client	Furnish - through CaptiveAire	Spectrum Builders	Install Only
Hood	Ducting for Hood	Client	Furnish	Spectrum Builders	Install Only
Electrical	Electrical: Power and Distribution	Spectrum Builders	Furnish & Install Per Plans	Architect / Engineer, Client	Submittal Approval
Electrical	Lighting Package per plans: Interior & Exterior	Spectrum Builders	Furnish and Install per Proposed Allowances	Architect / Engineer, Client	Submittal Approval
Electrical	Final Decorative Light Fixtures (Dining Room, Exterior)	Client	Furnish	Spectrum Builders	Install Only
Low Voltage	IT, Security, Audio, etc.	-	No Scope	-	-
Kitchen Equipment	Design and Procurement of Kitchen Equipment Package	Client	Furnish	-	-
Kitchen Equipment	Receiving, Unloading, Placement	Spectrum Builders	Provide Labor per Proposed Allowance	Client	Order all Equipment and finalize placement
Kitchen Equipment	MEP Hookups	Spectrum Builders	As Required	-	-
Building Exterior	Stucco Repair	Spectrum Builders	Furnish and Install per Proposed Allowance	-	-
Building Exterior	Murals	Client	Furnish & Install	-	-
Building Exterior	Landscaping	Spectrum Builders	Furnish & Install Per Plans	-	-
Building Exterior	Exterior Signage	Client	Furnish & Install	-	-
Other	Furniture & Signage	Client	Furnish & Install	-	-
Other	IT Equipment	Client	Furnish & Install	-	-

Spectrum Builders DocuSigned by:
 Signature: Chase Beckmann
 Name: Chase Beckmann
 Title: Manager, Treasurer
 Date: 5/20/2024

Client DocuSigned by:
 Signature: Kathleen Day
 Name: Kathleen Day
 Title: Owner/member Ichabod LLC
 Date: 5/20/2024



Exhibit: Existing Conditions

The following is a list of Existing Conditions of the space that will remain “as-is” and will not be addressed during construction. Client agrees to indemnify and hold harmless Spectrum, its officers, directors, employees, agents, and affiliates from any and all claims, damages, liabilities, losses, and expenses arising from future failures or issues from any of the following Existing Conditions to Remain.

This list does not include the inherent risk associated with demolishing old structures that may contain harmful or contaminated substances, including but not limited to asbestos, lead, mold, or other known harmful substances once commonly in old construction.

In the event that the Client decides that any of these Existing Conditions must be addressed during the construction process, the parties shall execute a Change Order to reflect the additional work, and the Client shall be responsible for any additional costs incurred.

Existing Conditions to Remain “As-Is”
The entire existing structure, including:
- Foundation and slab - excludes areas where plumbing is altered
- Exterior Walls
- Entrances and windows
- Roof structure and bar joists
- Roofing membrane (excluding where new penetrations are made and old penetrations are closed)
- Sidewalks and parking (patio to be added, existing walks to remain)
Existing Utilities except for Water Service
- Electrical service (to be added to, but not replaced)
- Gas service
- Roof Top Units for HVAC
- Sanitary lines
- Grease lines and interceptor

Spectrum Builders, Inc.
3493 Babbitt Road
Blacklick, Ohio 43004
(614) 202-0652
Spectrumbuildersohio.com



Exhibit: Example Warranty & Guarantee

PROJECT DETAILS

Project Name	#N/A
Project Address	#N/A
Client	#N/A
Client Address	#N/A
Architect	#N/A
Architect Address	#N/A
Drawing Date	#N/A

WARRANTY

We, Spectrum Builders, the undersigned, do hereby warrant that all labor and material furnished and work performed in conjunction with the above referenced project are in compliance with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for the term outlined below.

This Warranty commences on: 11/22/23

This Warranty expires on: 11/21/24

Should any defect develop during the warranty period due to improper materials, workmanship, or arrangement, the same shall, upon written notice by the Project Client, be made good by the undersigned.

Nothing in the above shall be deemed to apply to work which has been abused, neglected or materially altered by the Project Client, their staff, customers, representatives, or associates, the Property Owner, or any other person.

This warranty does not cover any work performed by another contractor, or another contractor's subcontractor, either outside of the scope of the Project, or to any work completed by Spectrum as per the Project's scope which has been subsequently altered by another contractor after this Warranty's commencement.

Signature:

Name:

Date: