

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: January 9, 2007

☒ Consent ☐ Regular

☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Contract with Moss & Associates, LLC in the amount of \$565,596 for Construction Management Services associated with Criminal Justice Facilities.

Summary: This contract provides for construction management (CM) services associated with Criminal Justice Facilities. This first phase of the contract is for preconstruction services for the Jail Expansion Program II only. When construction documents are completed by the project Architect, Moss & Associates, LLC will prepare a Guaranteed Maximum Price (GMP) for the construction phase. The GMP includes the cost of the work required by the contract documents and the construction manager's fee associated with the project. The SBE requirement for this project is 15%. The initial preconstruction services includes 0% SBE. The construction manager will provide the required SBE participation during the construction phases of this project. **(Capital Improvements Division) Countywide (JM)**

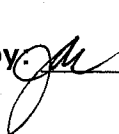
Background and Justification: Construction Manager at Risk is a project delivery method where the CM serves as the General Contractor, issuing subcontracts for construction, and providing design phase assistance in evaluating costs, schedule, implications of alternate designs and materials during design. On April 25, 2006, the Board approved proceeding with Jail Expansion Program 2 consisting of the expansion of the West County Detention Facility and the Stockade and renovations to the Main Detention. The estimated construction cost for Phase 1 of the West County Jail Expansion is \$105 million. Proposals for Construction Manager services were received on September 7, 2006. On October 23, 2006, presentations were made to the Final Selection Committee. Moss & Associates, LLC was ranked number one for the Construction Manager for this project.

Attachments:

1. Budget Availability Statement
2. Contract

Contract available in County Administrator's Office

Recommended by:



Department Director

12/13/06

Date

Approved by:



County Administrator

1/2/07

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$565,596</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
# ADDITIONAL FTE	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
POSITIONS (Cumulative)	<u>\$565,596</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Budget Account No: Fund 3804 Dept 411 Unit B362 Object 6502
Reporting Category

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development and Control Comments:

James D. Smith 12-20-06
OFMB

James C. Smith 1/2/07
Assistant County Attorney

James J. Jacob 12/22/06
Contract Administrator

This Contract complies with our contract review requirements.

BONDS & Builders Risk insurance will be provided prior to commencement of construction.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 12/06/06

REQUESTED BY: John Chesher

PHONE: 233-0266

FAX: 233-0270

PROJECT TITLE: Jail Expansion Program 2

PROJECT NO.: 06213

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:
DATE:

REQUESTED AMOUNT: \$565,596

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Moss & Associates, LLC

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

CM contract for preconstruction services only.

CONSTRUCTION

PROFESSIONAL SERVICES

\$565,596

STAFF COSTS** (DESIGN / CONST. PHASE)

MISC. (permits, prints, advertising, etc)

TOTAL

\$565,596

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804 DEPT: 411 UNIT: B362 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY): ☒ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

BAS APPROVED BY: 

DATE: 12-6-06

ENCUMBRANCE NUMBER: _____

Attachment 1

CONSTRUCTION MANAGER AT RISK SERVICES

THIS CONTRACT between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Owner" and MOSS & ASSOCIATES, LLC, hereinafter referred to as the "Construction Manager".

WITNESSETH:

That the said Construction Manager having been awarded the contract for the:

CRIMINAL JUSTICE FACILITIES PROJECT NO. 06213

hereinafter referred to as "Project" and in accordance with the Construction Manager's Proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Construction Manager and the Owner, the Construction Manager hereby covenants and agrees to and with the Owner to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations. The Contract Documents consist of the following documents which are incorporated herein by reference.

- A - Request for Proposals.
- B - Construction Manager's Proposal.
- C - General Conditions.
- D - Special Conditions.
- E - Insurance Certificates
- F - Not Used
- G - Preconstruction Fee

ARTICLE 1

The Construction Team and Extent of Agreement

1.1 The Construction Manager agrees to furnish its best skill and judgement and to cooperate with the Owner, Architect, and Program Manager in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

Attachment 2

1.2 The Construction Team: The Construction Manager, the Owner, the Owner's Program Manager and the Architect (the "Construction Team") will cooperate together through construction completion. The Program Manager will provide overall leadership to the project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager.

1.3 Extent of Agreement: This Agreement is complementary to the Conditions of the Contract, and together with them, represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. Where this Agreement is expressly in conflict with the Conditions of the Contract, this Agreement will prevail. Where this Agreement is silent, the Conditions of the Contract, and the requirements of the Drawings and Specifications (to be furnished later) will prevail. This Agreement may be amended only by written instrument signed by the Owner and the Construction Manager.

1.4 Terms used in the Contract shall have the following meanings:

- .1 "Owner" means Palm Beach County, and in certain project management functions, Program Manager, as the Owner's Representative, and the terms will be used interchangeably;
- .2 "Contractor" means Construction Manager, and the terms will be used interchangeably;
- .3 "Subcontractor" means Trade Contractor, and the terms will be used interchangeably; and,
- .4 "Contract Sum" means Guaranteed Maximum Price, and the terms will be used interchangeably.
- .5 "Construction Team" means Owner, Program Manager, Architect and Construction Manager.

ARTICLE 2

Construction Manager's Basic Services

2.0 The Construction Manager's Basic Services under this Agreement include preconstruction phase services and construction phase services.

2.0.1 Unless agreed to the contrary in writing by Owner, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect in maintaining the project budget and project scope. The Construction Manager shall:

2.1.1 Meet with the Program Manager, the Architect and any other design team members to fully understand the Program, the design documents, the Project scope and all other pertinent aspects of the Project.

2.1.2 Develop a written Construction Management Plan (CMP) that will be reviewed by the Program Manager for approval by the Owner. The CMP will be used as a guide for the management and coordinator of this project throughout the life of the project.

a. Construction Management Plan - Pre-construction Services portion of the plan shall contain written sections for the following CMP Table of Contents.

1. Summary of Preconstruction Services Approach.
2. Proposed Preconstruction Team roles and responsibilities.
3. Acknowledgment and Action Plan for interface with Owner's Program Manager for Project Coordination and Communications.
4. Proposed Cost Estimate Template for Each Project Phase.
5. Plan for Project Cost Control During Preconstruction.
6. Bid Packaging Plan.
7. Major Subcontractors Involved in Preconstruction.

2.1.3 Provide preconstruction deliverables consisting of 7 copies of reports at Schematic Design, 100% Design Development, 50% Construction Documents, and 100% Construction Documents together with a Guaranteed Maximum Price proposal. The reports shall include a complete discussion and summary of the services provided in accordance with Subparagraphs 2.1.4 through 2.1.8 herein below, including the schedule and a detailed cost estimate.

2.1.4 Review designs during their development as to constructability, including without limitation observing all features in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Program Manager and the Architect. At a minimum, each such written report shall contain: (1) A description of the constructability issue with background information; (2) A summary of the Construction Manager's in-depth study/research; and, (3) Written recommendations for addressing the issue. Proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, design standards, and ordinance, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives. Conduct the comparisons and reviews required by GC 19.

2.1.5 Attend regularly scheduled meetings with the Program Manager, Architect and consultants to advise them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.6 After a complete review of the Schematic Design Phase, evaluate the design and obtain an understanding of the intent of the Owner and their Program Manager and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Owner. All recommendations shall be in writing and must be fully reviewed with the Architect and Program Manager, and approved by the Owner prior to implementation.

Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall including life cycle cost analysis as may be required to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

The Construction Manager shall conduct a comprehensive value analysis study at 100% Design Development (utilizing the 100% Design Development documents) which shall include, a formal written value analysis study document including a summary of value analysis items, applicable cost savings, selected items and their cost savings shall be presented to the Owner, Program Manager and Architect.

2.1.7 Provide, for the Architect's and the Owner's review and acceptance, a Schedule that details the Construction Manager's services, with the anticipated construction schedules. The Construction Manager shall update this schedule periodically, as required.

2.1.8 Based on Schematic Design documents, prepare for the Owner's approval a detailed estimate of Construction Cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. Update and refine this estimate as the Architect prepares each design phase of the project (DDs, CDs). Advise the Owner and the Architect if it appears that the Construction Cost may exceed the Project budget. Make recommendations for corrective action.

Construction Cost Estimating Requirements During Preconstruction Services:

The following descriptions constitute the different levels of an estimate that shall be used during preconstruction services. Estimates within each of these levels may be prepared multiple times during the design process as more information becomes available or changes are made to the scope. As the level of the estimate increases it will become more detailed as more information is provided; "unknowns" are eliminated; fewer assumptions are made; and the pricing of the quantities become more detailed. Contingencies for the aforementioned will be reduced as more design documentation is produced. These levels are as follows:

Level 1 - Order of Magnitude (conceptual or cost model)

The purpose of the Level 1 estimate is to facilitate budgetary and feasibility determinations. It is prepared to develop or review a project budget and is based on historical information with adjustments made for specific project conditions. Estimates are based on costs per square foot, number of cars/rooms/seats, etc.

Project information required for estimates at this level usually might include a general functional description, schematic layout, geographic location, size expressed as building area, numbers of people, seats, cars, etc., and intended use.

Level 2 - Conceptual/Schematic Design

The purpose of the Level 2 estimate level is to provide a more comprehensive cost estimate to compare to the budgetary and feasibility determinations made at Level 1 and will be typically based on a better definition of the scope of work. An estimate at this level may be used to price various design schemes in order to see which scheme best fits the budget, or it may be used to price various design alternatives, or construction materials and methods for comparison. The goal at the end of schematic design is to have a design scheme, program, and estimate that can be contained within budget. This estimate is often prepared in the UniFormat™ estimating system rather than the MasterFormat™ system, which allows the design team to easily and quickly evaluate alternative building systems and assemblies in order to make informed alternatives analysis decisions to advance the design progress. The Level 2 estimate is based on the previous level of information available at Level 1, in addition to more developed schematic design criteria such as a detailed building program, schematic drawings, sketches, renderings, diagrams, conceptual plans, elevations, sections and preliminary specifications. Information is typically supplemented with descriptions of soil and geotechnical conditions, utility requirements, foundation requirements, construction type/size determinations, and any other information that may have an impact on the estimated construction cost.

Level 3 - Design Development

Estimates prepared at Level 3 are used to verify budget conformance as the scope and design are finalized and final materials are selected. Information required for this level typically includes not less than 25% complete drawings showing floor plans, elevations, sections, typical details, preliminary schedules (finishes, partitions, doors, and hardware etc.), engineering design criteria, system single line diagrams, equipment layouts, and outline specifications.

The Level 3 estimate provides a greater amount of accuracy, made possible by better defined and detailed design documentation. Estimates at this phase may be used for value engineering applications before the completion of specifications and design drawings.

Level 4 - Construction Documents

Level 4 estimates are used to confirm funding allocations (or the development of a GMP), to again verify the construction cost as design is being completed, for assessment of potential value engineering opportunities before publication of the final project design documentation for bids,

and to identify any possible "design creep" items, and their costs, caused by modifications during the completion of the construction documents. This final construction document cost estimate will be used to evaluate the subcontract pricing during the bid phase.

The Construction Manager when preparing an estimate, is to include a complete and thorough "Scope of Estimate" statement that would state clearly such items assumptions, allowances, documents used for the estimate, and contingency amounts included.

The Construction Manager shall clearly list and describe in each estimate of probable construction cost(s) all assumptions made by the Construction Manager and identify any and all contingency costs (including Allowances) that have been applied to the cost estimate. All contingency amounts will be described and quantified to the Owner's and Program Manager's satisfaction. During the preconstruction services the Construction Manager shall keep a record of the project issues that they have identified as requiring contingency amounts or items that are as yet incomplete and thus require a conceptual estimate cost using either a "rule of thumb" or other reasonable, comparable historical cost data. The Construction Manager shall be required to show that this record is being resolved by the Architect and Owner throughout the preconstruction services phase so as to show definitive progress towards meeting the requirement of the Project Cost Budget Model.

In the event that the estimate of Construction Cost exceeds the Amount Available for Construction, the Owner may direct the Construction Manager to (and the Construction Manager shall without additional compensation to the Construction Manager) work in conjunction with the Architect to redesign the facility as necessary to maintain the Project Program within the Amount Available for Construction.

Each cost estimate will be reviewed by the Program Manager for reasonableness and compatibility with the Amount Available for Construction. Meetings and negotiations between the Program Manager, Architect and the Construction Manager will be held to resolve questions and differences. The Construction Manager shall work with the Program Manager and Architect to reach a mutually acceptable Probable Construction Cost.

2.1.9 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect and the Program Manager in writing upon observing any features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

The Construction Manager shall provide a thorough interdisciplinary coordination review of the Construction Drawings and Specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contract Bidding. Review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

The Construction Manager, during preconstruction services, will be requested to provide validation of their cost estimating and constructability reviews by using the resources of qualified regional subcontractors and vendors that the Construction Manager believe are capable of bidding and or executing the work that is being developed by the Architect.

2.1.10 The Construction Manager agrees that time is of the essence in maintaining the project schedule. In an effort to achieve the project schedule, the Architect will rely upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.11 It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the project.

2.1.12 Advise on the separation of the Project into subcontracts for various categories of Work. If separate contracts are to be awarded, review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.13 Develop a Project Construction Schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the Project Construction Schedule for each set of bidding documents. Develop a plan for the phasing of construction.

2.1.13.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect. Expedite and coordinate delivery of these purchases.

2.1.14 Provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. Develop bidding packages designed to minimize adverse effects of labor shortages.

2.1.14.1 The following work scopes shall be first-tier subcontractors: security; the following work scopes shall be no lower than second-tier subcontractors: building automation systems, controls, and life safety systems.

2.1.15 Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Develop Trade Contractor interest in the Project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents. Take competitive bids on the Work of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. Construction Manager shall make its best effort to encourage

Palm Beach County Trade Contractors to bid on the project and to award work to Palm Beach County firms. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of Work. Specifically, review the scope of Work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. Maintain records of all pre-award interviews with apparent low bidders.

2.1.16 Upon agreement of the Owner, Program Manager and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the Design Development Phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager fees, the Construction Manager-GMP contingency and General Conditions allowance but not including the Owner's Construction Contingency. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposals, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP Proposal.

In the event that the GMP exceeds the Project Construction Budget, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Facility as necessary to maintain the Project Program and meet the Project Construction Budget as follows:

- a. After consultation with the Owner and Program Manager, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the project to a sum which does not exceed the Project Construction Budget.

The Construction Manager shall perform the work set forth in this Section without additional compensation.

The Owner has the right to reject any GMP as originally submitted, or as adjusted. In that event, the Contract will terminate according to its terms. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP, in which event the Contract will terminate according to its terms.

The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Program Manager for reasonableness and compatibility with the Project Construction Budget. Meetings and negotiations between Program Manager, and the Construction Manager will be held to resolve questions and differences that may occur between the Project Construction Budget and the Construction Manager's construction cost estimate the corresponding GMP. If indicated by the Project Construction budget limitations or other circumstances, the Construction Manager shall work with the Owner to reach a mutually acceptable GMP.

2.1.16.1 If the GMP Proposal is accepted, in writing, by the Owner, it will become an Amendment to this Agreement which will establish the GMP, Contract Time, and liquidated damages for that phase of the Work. A Public Construction Bond and Form of Guarantee on the Owner's standard forms and Builder's Risk Insurance Policy shall be provided by the Construction Manager simultaneously with the GMP Amendment.

2.1.17 The Construction Manager's personnel to be assigned during the Preconstruction phase and their duties to this project will be attached as an Exhibit.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under Trade Contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor Work or perform such Work with its own forces without the prior written consent of the Owner. The Construction Manager shall:

2.2.1 Administer the construction phase as provided herein and in the Conditions of the Contract, which include the following: General Conditions, and Special Conditions.

2.2.2 Commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price Amendment and Notice to Proceed from the Owner.

2.2.3 Promptly award and execute Trade Contracts with approved Trade Contractors. Provide copies of fully executed Trade Contracts, insurance certificates and, if required, bonds to the Owner.

2.2.4 Manage, schedule and coordinate the Work, including the Work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and

Architect, to assure quality control of the construction. Supervise the Work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. Provide instructions to each Trade Contractor when its Work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.2.5 Maintain exclusively for this Project a competent full-time staff at the Project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the work and progress of the Sub-Contractors and he shall provide no less than those personnel during the respective phases of construction that are set forth in an Exhibit to the GMP Amendment. He shall not change any of those person unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the interview presentation and shall not be removed or replaced without the Owner's consent. The Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such Coordination Drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In coordination with the Architect and Program Manager, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Conditions of the Contract.

2.2.7 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Provide prior notice to Owner and Architect of all such meetings, and prepare and distribute minutes. Attend Team meetings with the Architect and Owner.

2.2.8 Review the schedule with the various Trade Contractors and review, or expand, the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitor and update the Project Schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a Trade Contract or a Trade Contract Schedule are not being met.

2.2.10 Whenever Owner-Furnished Contractor-Installed (OFCI) materials or equipment are shipped to the Project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Owner-Furnished Contractor-Installed (OFCI) work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of Project cost control which is satisfactory to the Owner. Revise and refine the initially approved Project Construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost Control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of four (4) years after final acceptance of the Work or as otherwise requested in writing by the Owner. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final acceptance of the Work.

2.2.13 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written Change Order Proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program. If the Owner implements an Owner Provided Insurance Program as provided for in Article 11, the Construction Manager shall cooperate with the safety representatives of the Owner's Insurance Administrator and/or the Owner's insurance carrier(s) in the course of construction site inspections and in all other matters related to job safety and accident prevention.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the Project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.14.3 Designate a full-time staff member as the project safety director who shall oversee job safety and accident prevention for the Construction Manager, Trade Contractors and Sub-subcontractors involved in the Work, in addition to any other responsibilities assigned to such staff member.

2.2.15 Make provisions for Project security acceptable to the Owner, to protect the Project site and materials stored off-site, or on-site, against theft, vandalism, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Architect including information on the Trade Contractors' Work, the percentage of completion, current estimating, computerized updated monthly Critical Path Method scheduling and project accounting reports, including Estimated Time to Completion and Estimated Cost to Complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Owner. However, hazardous material, described by federal guidelines brought onsite by the

Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a Change Order increasing the Guaranteed Maximum Price for any additional costs incurred. Such Change Order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Construction Manager shall comply with all requirements of federal and state funding agreements which apply to all or a part of the work including preparing such reports and make such certifications and representations as may be required by Owner.

ARTICLE 3

Additional Services

3.1 Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Owner and the Construction Manager at the time of the additional service request.

ARTICLE 4

Owner's Responsibilities

4.1 The Owner will be using a Program Manager for this project and will designate a representative to act in its behalf. This representative, or his/her designee will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and to represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 The Owner may retain a threshold inspector, if required by Chapter 553, Florida Statutes.

4.3 The Owner will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

Schedule

5.1 Preconstruction Phase: The Construction Manager shall submit the required Reports and Guaranteed Maximum Price Proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase: The number of days for performance of the Work under the construction phase of this Agreement shall be established in the Guaranteed Maximum Price Amendment to this Agreement.

5.3 At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a Project Substantial Completion date, a project final completion date and an Owner occupancy date in accordance with the master project schedule, shall also be established by the Construction Team. The Construction Manager agrees to complete the construction in accordance with the agreed upon Substantial Completion date, final completion date and Owner occupancy date. The Construction Manager acknowledges that failure to complete the project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated Damages as provided for in the GMP Amendment shall be assessed at rate to be determined by the Owner for each Project assignment.

5.4 In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Owner request, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a Change Order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved Change Order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

5.5 The Owner shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the Cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner in writing and the use or occupancy will be treated as a Change to the Work in accordance with Article 9, herein.

ARTICLE 6

Guaranteed Maximum Price

6.1 The "Guaranteed Maximum Price" (GMP) includes Cost of the Work required by the Contract Documents as defined in Article 8 herein, and the Construction Manager's fee as defined in Paragraph 7.2 herein. The GMP will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for changes in the Work as provided in Article 9, herein.

6.2 The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon Final Completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the construction contingency and the actual expenditures representing the Cost of the Work as defined in Article 8, herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

6.4 In addition to the cost of work, the GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Owner. The contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) scope gaps between trade contractors, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the work at or below the applicable line item amount in the GMP, the Contractor may perform that portion of the work as acknowledged by the Owner or negotiate for its performance for the specified line item lump sum amount or less.

6.5 By execution of this Agreement, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Agreement are accurate, complete and current at the time of negotiations; and that any other factual unit costs that may be furnished the Owner in the future to support any additional fees that may be authorized will also be accurate and complete. The fees specified in this Agreement and any additional fees that may be authorized in the future shall be adjusted to exclude any significant sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.6 The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the contract documents for this project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advise or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.7 Adjustments to the GMP will be made as described in the Conditions of the Contract.

ARTICLE 7

Payments to Construction Manager

7.1 In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 For preconstruction services, the total sum amount to be paid in the amounts specified at the satisfactory completion of the following phases :

100% Schematic Design	\$ 70,430*
100% Design Development	\$ 85,030*
50% Const. Docs.	\$ 100,620*
Accepted GMP	\$ 213,496*
Total	\$ 469,576*

*Plus expenses for reproducibles estimated at a total of \$95,960

7.1.1.1 Upon receipt of the Notice to Proceed, the Construction Manager shall begin providing the indemnification described in the Conditions of the Contract, as part of the fee established for the first phase of preconstruction services.

7.1.2 Upon acceptance of the GMP, the amount established in the GMP Amendment to this Agreement, which includes the Construction Manager's fee as described in Paragraph 7.2 and the Cost of the Work as described in Article 8, to be paid monthly as described in the General Conditions of the Contract.

7.1.2.1 As required by Section 218.735, F.S., within ten working days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's Work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's Work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions.

7.2 Construction Manager's Fee during the Construction Phase includes the following:

7.2.1 The cost of its home or branch office employees or consultants not at the Project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

7.2.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

7.2.3 General operating expenses of the Construction Manager's principal and branch offices other than the field office.

7.2.4 Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

7.2.5 Overhead and profit, or general expenses of any kind, except as may be expressly included in Article 8, herein, as Cost of the Work.

7.2.6 All travel and per diem costs of Construction Manager's employees and consultants.

7.2.7 Those services set forth in Article 2.2

7.2.8 Expenses such as long distance telephone calls, telephone service at the site, postage, office supplies, expressage, and similar items in connection with the Work.

7.2.9 Cost of equipment such as typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, dictating units, trailers, vehicles and furniture purchased or rented by the Construction Manager.

7.2.10 Administration of direct tax savings purchase program.

7.3 Adjustments in the fee will be made as follows:

7.3.1 Adjustments due to Changes in the Work shall be made as described in the General Conditions of the Contract.

7.3.2 For delays in the Work caused by the Owner, the Construction Manager shall be entitled to additional fee to compensate the Construction Manager for its increased expenses. The amount of this increased fee shall be calculated at a daily rate derived by dividing the basic fee (excluding overhead and profit) established in the accepted GMP proposal by the Contract Time established in the GMP Amendment to the Agreement.

7.4 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre audit and post audit thereof.

ARTICLE 8

Cost of the Work

8.1 The term "Cost of the Work" shall mean costs including General Conditions costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 7.2, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager. Employee benefits do not include Workers' Compensation insurance when such insurance is provided by the Owner in accordance with Article 11.

8.1.1 The Owner agrees to pay the Construction Manager for the Cost of the Work as defined in Article 8, herein, through completion of the Work. Such payment shall be in addition to the Construction Manager's Fee as stipulated in Paragraph 7.2, herein.

8.2 Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager other than those provided under Paragraph 7.2, herein, as a part of the Construction Manager's Fee in the performance of the Work under applicable collective bargaining agreements, or under a salary or wage schedule agreed upon by the Owner and Construction Manager, and including benefits, if any, as may be payable with respect thereto.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their Work performed pursuant to Trade Contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Agreement, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner. The cost of insurance for the Construction Manager, trade contractors, and sub-subcontractors at any tier in the Work shall be excluded for any insurance to be provided by the Owner in accordance with Article 11 herein.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably, and properly, resulting from prosecution of the Work for the Owner provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost to the Construction Manager of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage.

8.2.11 Cost to the Construction Manager of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Agreement.

8.2.14 Cost of preparation of shop drawings, coordination plans, photographs, or as-built documents not included in Trade Contracts.

8.2.15 All costs for reproduction of documents to directly benefit the work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 7.2, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen which are employed or consumed in the performance of the Work.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

ARTICLE 9

Changes in the Work

9.1 The Owner, without invalidating this Agreement, may order changes in the Work within the general scope of this Agreement consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Condition of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no Changes in the Work without the prior written approval of the Owner.

ARTICLE 10

Discounts

10.1 All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

ARTICLE 11

Insurance

11.1 The Construction Manager shall provide insurance as required by the General Conditions of the Contract.

11.2 The Owner may elect to purchase insurance under an Owner Provided Insurance Program, in which case the Construction Manager will not be required to provide insurance, but will provide coordination with the Owner and the Owner's insurance broker, as required. The Owner will inform the Construction Manager of its intention regarding insurance in sufficient time before the execution of the Guaranteed Maximum Price amendment to allow the Construction Manager to arrange for insurance and include the costs in the GMP, if necessary.

11.3 For insurance coverage, if provided by the Owner in accordance with Paragraph 11.2 above, the Owner shall provide insurance in effect from the issuance of the Notice to Proceed with the Work until Final Completion of the Work, and the Construction Manager shall ensure that each Trade Contractor and Sub-subcontractor are insured under the Owner's insurance programs, in accordance with this Article.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Construction Manager has hereunto set his hand and seal the day and year written. The Construction Manager represents that it is authorized to execute this contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of
Florida

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney

Joe Anthony Wolf
Director, Facilities Development &
Operations

CONSTRUCTION MANAGER

By: MOSS AND ASSOCIATES, LLC
(Corporate Name)

a FLORIDA
corporation
(insert state of corporation)

By: Joe Adams
(signatory)

TED ADAMS
(print signatory's name)

It's EXECUTIVE VICE PRESIDENT

(prii

_____, 200____
(date of execution)

Marsha R. Wright
(witness signature)

MARSHA R. WRIGHT
(witness name printed)

Terry L. Lovelace
(witness signature)

Terry L. Lovelace
(witness name printed)

PALM BEACH COUNTY

CRIMINAL JUSTICE FACILITIES

PROJECT NO. 06213

CONSTRUCTION MANAGER AT RISK SERVICES

CONTRACT CONDITIONS

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GENERAL CONDITIONS

GC 1 ENTIRE AGREEMENT

- 1.1 This Contract embodies the entire agreement between Owner and Construction Manager and supersedes all other writings, oral agreements, or representations. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC 2 INDEPENDENT CONSTRUCTION MANAGER

- 2.1 Construction Manager represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Construction Manager shall act as an independent contractor and not as the agent of Owner in performing the Contract, maintaining complete control over its employees and all of its suppliers and subcontractor. Nothing contained in this Contract or any subcontract awarded by Construction Manager shall create any contractual relationship between any such supplier or subcontractor and Owner. Construction Manager shall perform all work in accordance with its own methods subject to compliance with the Contract. Construction Manager represents that all subcontractors agreements entered into shall incorporate by reference the terms and conditions of this Contract, and further warrants that the Owner is an **intended express third party beneficiary** of any such subcontract.

GC 3 AUTHORIZED REPRESENTATIVES

- 3.1 Before starting work, Construction Manager shall designate a competent, authorized representative acceptable to Owner to represent and act for Construction Manager and shall inform Owner in writing, of the name and address of such representative together with a clear definition of the scope of his authority to represent and act for Construction Manager and shall specify any and all limitations of such authority. Such representative shall be present or duly represented at the site of work at all times when work is actually in progress. During periods when work is suspended, arrangements for an authorized representative acceptable to Owner shall be made for any emergency work which may be required. All notices, determinations, instructions and other communications given to the authorized representatives of the Construction Manager shall be binding upon Construction Manager. Nothing contained herein shall be construed as modifying the Construction Manager's duty of supervision and fiscal management as provided for by Florida law. The Owner will designate an authorized representative who will have limited

authority to act for the Owner. The Owner will notify the Construction Manager in writing of the name of such representative(s). Facility Users, including representatives of PBSO, are not authorized Owner representatives. Any work performed by the Construction Manager without proper authorization or at the sole direction of a User, is performed at the Construction Manager's risk, and the County shall have no obligation to compensate the Construction Manager for such work. The Owner has the right to assign various responsibilities of the Owner to the Owner's Program Manager or Owner's Architect, and can do so at any time during the duration of this Contract with written notice to the Construction Manager.

- 3.2 The Construction Manager's Authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the Owner. If, at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, or no reason at all, unacceptable to the Owner, Construction Manager shall replace the unacceptable personnel with personnel acceptable to the Owner at no additional cost to the Owner.

GC 4 NOTICES

- 4.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite or by certified mail to that party at the addresses shown below:

OWNER: Palm Beach County
Capital Improvements Division
3200 Belvedere Road, Bldg. 1169
West Palm Beach, FL 33406
Attn: Mr. John Chesher, Director

Program Manager: Heery International, Inc.
999 Peachtree Street, NE
Atlanta, GA 30309

Construction Manager: Moss & Associates, Inc.
3019 SW 27th Avenue
Suite 202
Ocala, FL 34474

- 4.2 These addresses may be changed by either of the parties by written notice to the other.

GC 5 LAWS AND REGULATIONS

- 5.1 Construction Manager and its employees and representatives shall at all times comply with all applicable laws, codes, ordinances, statutes, rules or regulations in effect at the time work is performed under this contract.
- 5.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, Construction Manager shall immediately notify Owner in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by Owner as to the effect of such changes, an adjustment in the compensation and/or time of performance will be made.
- 5.3 If any discrepancy or inconsistency should be discovered between the Contract and any law, ordinance, regulation, order or decree, Construction Manager shall immediately report the same in writing to Owner who will issue such instructions as may be necessary.
- 5.4 However, it shall not be grounds for a Change Order that the Construction Manager was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the work.
- 5.5 Owner shall not be liable for any costs, delays or damages which Construction Manager incurs as a result of the actions or orders of any other governmental entity or agency.

GC 6 STANDARDS AND CODES

- 6.1 Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes. In case of conflict among any referenced standards and codes or between any referenced standards and codes the Owner will determine which shall govern. Construction Manager acknowledges that compliance with code requirements represents minimum standards for construction and is not evidence that the work has been completed in accordance with the Contract

Documents.

GC 7 CODE RELATED INSPECTIONS

- 7.1 The Construction Manager recognizes that the Palm Beach County Department of Planning, Zoning, and Building (PZ&B) is a separate department within the County that is charged with the inspection of improvements to real property for code compliance. The Construction Manager agrees that it will not assert, as a County caused delay or as a defense of any delay on the part of the Construction Manager, any good faith action or series of actions on the part of PZ&B, including, but not limited to PZ&B's refusal to accept any portion of the Construction Manager's work.

GC 8 GOVERNING LAW

- 8.1 The Contract shall be governed by the laws of the State of Florida and venue of any action shall be in a state court of competent jurisdiction located in Palm Beach County, Florida.

GC 9 RIGHTS AND REMEDIES

- 9.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

GC 10 COMMERCIAL ACTIVITIES

- 10.1 Construction Manager shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by Owner. Construction Manager shall not allow its employees to engage in any commercial activities on the site.

GC 11 COOPERATION WITH OTHERS

- 11.1 Owner and other contractors may be working at the site during the performance of this Contract. Construction Manager shall fully cooperate with the Owner, Owner's designated Representative, and other contractors to avoid any delay or hindrance of their work. Owner may require that certain facilities be used concurrently by Construction Manager and other parties and Construction Manager shall comply with such requirements.
- 11.2 If any part of the Construction Manager's work depends on proper execution or results from any work performed by the Owner or any separate contractor, the Construction

Manager shall, prior to proceeding with the work, promptly report to the Owner any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Construction Manager to report such discrepancies or defects shall constitute an acceptance of the Owner's separate contractor's work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work performed by others. Any costs caused by defective or ill-timed work of others shall be borne by the Construction Manager unless Construction Manager gives written notice to Owner, if reasonably possible, prior to proceeding with the work and in any event within three days of commencement of work. In no event shall the Owner be liable to the Construction Manager for delay damages, except as provided for in the Contract Documents.

GC 12 FORMS AND DOCUMENTS

12.1 The below listed documents are to be used by the Construction Manager & Owner during the administration of this contract. Additional administrative forms may supplement this list upon written notice by the Owner (or Owner's project representative). Owner reserves the right to modify these forms as it deems necessary. Construction Manager shall maintain logs for Items A-I and provide to Owner monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Construction Manager's Daily Report
- K. Substitution Request Form
- L. Contingency Use Directive

12.2 Examples of the above listed forms are attached as Appendix A.

GC 13 PUBLICITY AND ADVERTISING

13.1 Construction Manager shall not make any announcement or release any information or publish any photographs concerning this Contract or the project or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from Owner.

C 14 TAXES

- 14.1 Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager shall make any and all payroll deductions required by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

GC 15 FEES

- 15.1 Owner will be responsible for the following fees associated with this project: utility connection fees, utility installation fees (including FPL), and water meter charges except for fees/permits associated with Construction Manager mobilization which have not been waived by Owner. Construction Manager shall advise Owner ten (10) days in advance of permit application with any fee amount required. Water and/or sanitary sewer service capacity charges will also be paid directly by the Owner. There are no impact fees pursuant to Palm Beach County's Impact Fee Ordinance associated with this project.

GC 16 UTILITIES

- 16.1 The Construction Manager shall arrange for, develop, and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Construction Manager and shall include, but not be limited to, the following:
- A. Public telephone service for the Construction Manager's use.
 - B. Construction power as required at each point of construction.
 - C. Water as required throughout the construction.
- 16.2 Prior to final acceptance of the work the Construction Manager shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract. The Owner will assume the utility costs directly related to its usage of areas in which the work has been certified as Substantially Complete.

GC 17 SUCCESSORS, ASSIGNS AND ASSIGNMENT

- 17.1 The Owner and the Construction Manager each binds itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract. It is agreed that the Construction Manager shall not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous consent of the Owner and concurred to by the sureties.

GC 18 EXAMINATION OF CONSTRUCTION MANAGER'S RECORDS

- 18.1 The Owner shall, until the expiration of four years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of the Construction Manager involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof.

GC 19 COORDINATION AND CORRELATION OF DRAWINGS AND SPECIFICATIONS

- 19.1 The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers will compare Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and will compare and review all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Contract, will either be corrected or clarified prior to execution of GMP Amendment to the Contract. Construction Manager warrants that the GMP includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this agreement.
- 19.2 The Construction Manager represents that the GMP represents the total cost for complete and functional systems as depicted in or reasonably inferable from the plans and specifications and therefore, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems.

GC 20 PERMIT DRAWINGS AND SPECIFICATIONS

- 20.1 The Construction Manager shall provide the Owner with two (2) complete sets of the permitted drawings within five (5) days of issuance. If the permitted set of Drawings change the scope of the work to be performed, the Construction Manager shall notify the Owner, and Architect/Engineer of Record within thirty (30) days of receipt of the permitted Drawings and such notification shall contain a written description of the change, the cost and time, if any.

GC 21 CONTRACT INTERPRETATION

- 21.1 All claims of Construction Manager and all questions the Construction Manager may have concerning interpretation or clarification of this Contract or its acceptable fulfillment shall be submitted immediately in writing to Owner for resolution. Owner, or its representatives, will render its determination concerning such resolution, which determination shall be considered final and conclusive unless Construction Manager files a written protest pursuant to GC 22 "Disputes". The Construction Manager's protest shall

state clearly and in detail the basis thereof. Owner will consider Construction Manager's protest and render its decision thereon within twenty-one (21) calendar days. If Construction Manager does not agree with the Owner's decision, the Construction Manager shall immediately deliver written notice to that effect to the Owner.

- 21.2 Construction Manager is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 22 DISPUTES

- 22.1 Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Construction Manager and Owner or its representatives. At all times, Construction Manager shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the Owner or its representatives, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the Owner or its representatives who shall reduce such decision to writing. The decision of the Owner or its representatives shall be final and conclusive. Construction Manager's failure to protest Owner's determinations, instructions, clarifications or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Construction Manager of all its rights to further protest, judicial or otherwise.

GC 23 SUSPENSION

- 23.1 Owner may, at its sole option, decide to suspend at any time the performance of all or any portion of work to be performed under the Contract. Construction Manager will be notified of such decision by Owner in writing. Such notice of suspension of work may designate the amount and type of plant, labor and equipment to be committed to the work site. During the period of suspension, Construction Manager shall use its best efforts to utilize its plant, labor and equipment in such a manner as to minimize costs associated with suspension.

- 23.1.1 Upon receipt of any such notice, Construction Manager shall, unless the notice requires otherwise:
1. immediately discontinue work on the date and to the extent specified in the notice;
 2. place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
 3. promptly make every reasonable effort to obtain suspension, upon terms

satisfactory to Owner, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;

4. continue to protect and maintain the work including those portions on which work has been suspended, and
5. take any other reasonable steps to minimize costs associated with such suspension.

23.1.2 As full compensation for such suspension, Construction Manager will be reimbursed for the following verifiable costs (without profit), without duplication of any item, to the extent that such costs directly result from such suspension of work:

1. A standby charge to be paid to Construction Manager during the period of suspension of work which standby charge shall be sufficient to compensate Construction Manager for keeping, to the extent required in the notice, its organization and equipment committed to the work in a standby status;
2. All reasonable costs associated with mobilization and demobilization of Construction Manager's plant, forces and equipment;
3. An equitable amount to reimburse Construction Manager for the cost of maintaining and protecting that portion of the work upon which work has been suspended; and
4. If as a result of any such suspension of work the cost to Construction Manager of subsequently performing work is increased or decreased, an equitable adjustment will be made in the cost of performing the remaining portion of work.

23.2 In no event shall the Construction Manager be entitled to assert a claim for home office overhead in accordance with the Eichleay Formula or otherwise, in the event of an Owner suspension. Upon receipt of notice to resume suspended work, Construction Manager shall immediately resume performance of the suspended work to the extent required in the notice. Any claim on the part of Construction Manager for time and/or compensation arising from suspension shall be made within twenty-one (21) calendar days after receipt of notice to resume work and Construction Manager shall submit for review a revised construction schedule. No adjustment shall be made for any suspension to the extent that performance would have been suspended, delayed, or interrupted by any Construction Manager's non-compliance with the requirements of this Contract.

GC 24 DECLARATION OF DEFAULT

24.1 The failure of the Construction Manager to supply enough properly skilled workers or material, or to make prompt payment to subcontractors or for materials or labor or to obey

laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or to comply in any way with the Contract Documents, shall be sufficient grounds for the Owner to find the Construction Manager in substantial default and that sufficient cause exists to terminate the Contract and to withhold payment or any part thereof until the cause or causes giving rise to the default has been eliminated by the Construction Manager and approved by the Owner. If a finding of default is made, the Construction Manager and its Surety shall remain responsible for performance of the requirements of the Contract Documents unless and until the Owner terminates the Contract. Upon a finding of default, the Owner shall set a reasonable time within which the Construction Manager and its Surety shall eliminate the cause or causes of default. When the basis for finding of default no longer exists, the Owner shall notify the Construction Manager and its Surety in writing that the default has been corrected and that the Construction Manager is no longer in default. If the Construction Manager fails to correct the default within the time allowed, the Owner may terminate the Contract and the employment of the Construction Manager, without otherwise waiving its rights against the Construction Manager or its Surety.

GC 25 TERMINATION FOR DEFAULT

- 25.1 Notwithstanding any other provisions of this Contract, Construction Manager shall be considered in default of its contractual obligation under this contract if it:
- A. Performs work which fails to conform to the requirements of this Contract;
 - B. Fails to meet the contract schedule or fails to make progress so as to endanger performance of this Contract;
 - C. Abandons or refuses to proceed with any or all work including modifications directed pursuant to the clause entitled "CHANGES"; or
 - D. Fails to fulfill any of the material terms of this Contract.
- 25.2 Upon the occurrence of any of the foregoing, Owner or its project representatives shall notify Construction Manager in writing of the nature of the failure and of Owner's intention to either terminate the Contract for default, or to declare the Construction Manager to be in default and make demand upon its Surety to perform, at its sole option.
- 25.3 If Construction Manager or its Surety(ies) does not commence to cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Construction Manager or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, Owner may, without notice to Construction Manager's Surety(ies), if any, terminate in whole or in part Construction Manager's right to proceed with work by written notice and prosecute the work to completion by contract or by any other method deemed expedient. Owner may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Construction Manager and necessary to complete the work.

25.4 Construction Manager and its sureties, if any, shall be liable jointly and severally for all costs in excess of the contract price for such terminated work reasonably and necessarily incurred in the completion of the work as scheduled, including cost of administration of any contract awarded to others for completion and for Liquidated Damages.

25.5 Upon termination for default Construction Manager shall:

- A. immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;
- B. inventory, maintain and turn over to Owner all materials, plant, tools, equipment, and property furnished by Construction Manager or provided by Owner for performance of work;
- C. promptly obtain cancellation upon terms satisfactory to Owner of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to Owner as directed;
- D. cooperate with Owner in the transfer of information and disposition of work in progress so as to mitigate damages;
- E. comply with other reasonable requests from Owner regarding the terminated work; and
- F. continue to perform in accordance with all of the terms and conditions of the Contract such portion of work that is not terminated.

25.6 If, upon termination pursuant to this clause, it is determined for any reason that Construction Manager was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "OPTIONAL TERMINATION".

GC 26 OPTIONAL TERMINATION

26.1 Owner may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Construction Manager, whether or not Construction Manager is in default. Upon any such termination, Construction Manager hereby waives any claims for damages from the optional termination, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Construction Manager, Owner shall pay Construction Manager in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Construction Manager and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated;
3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Owner of all orders and subcontracts to the extent they relate to the performance of work terminated or assign to Owner those orders and subcontracts and revoke agreements specified in such notice;
4. The Construction Manager agrees to assign all subcontracts required for performance of this Contract to the Owner;
5. The Construction Manager shall include in all subcontracts, equipment leases and purchase order, a provision requiring the subcontractor, equipment lessor or supplier, to consent to the assignment of their subcontract to the Owner;
6. Assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract; and
7. Complete performance of any work which is not terminated.

B. Upon any such termination, Owner will pay to Construction Manager an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Construction Manager for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
2. The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Subparagraph A.3. above.
3. The verifiable costs incurred pursuant to Subparagraph A.5. above.
4. Any other reasonable costs which can be verified to be incidental to such termination of work.

26.2 The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by Construction Manager.

26.3 Construction Manager shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the contract price including all incurred costs described herein. Owner shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

GC 27 EXTENSION OF TIME/NO DAMAGES FOR DELAY

27.1 If the Construction Manager is delayed at any time in the progress of the work by a written directive issued by the Owner's representative or neglect of the Owner or the Architect or by any changes ordered in the work, or by an act of God and such delay extends the completion date, the Substantial Completion shall be extended by Change Order for such reasonable time as the Owner may determine.

No extension of Contract Time or increases in Guaranteed Maximum Price (GMP) shall be granted for any delay caused by severe though not unusual weather conditions (other than named storms, hurricanes and tornadoes) for any delay which is caused by the CM having to replace defective material, or delays attributable to slow submittals or the lack of performance by sub-contractors regardless of the reasons.

27.2 The Construction Manager must request the extension of time in writing and must provide the following information within the time periods stated hereafter. Failure to submit such information and in compliance with the time requirements hereinafter stated, shall constitute a waiver by the Construction Manager and a denial of the claim for extension of time:

- A. Nature of the delay or change in the work;
- B. Dates of commencement/cessation of the delay or change in the work;
- C. Activities on the progress schedule current as of the time of the delay or change in the work affected by the delay or change in the work;
- D. Identification and demonstration that the delay or change in work impacts the CRITICAL PATH (submittal of CPM schedule);
- E. Identification of the source of delay or change in the work;
- F. Anticipated impact extent of the delay or change in the work; and
- G. Recommended action to minimize the delay.

27.2.1 The Construction Manager acknowledges and agrees that the evaluation of time extensions will be based upon the following criteria:

- 1. All schedule updates, submittals and other requirements of this General Condition have been met;
- 2. The delay must be due to the Owners or Architect's change in the work or due to an Act of God;
- 3. The delay which is the subject of the time extension must result in a direct delay to the Critical Path;

4. The schedule must clearly display that the Construction Manager has used, in full, all the float time, except for Owner initiated changes. Float time is not for the exclusive use of either the Construction Manager or the Owner; and
5. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within thirty (30) days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work, could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

27.3 The Owner's determination as to the total number of days of contract extension will be based upon the computer produced construction schedule current at the time of the delay event.

27.4 The Construction Manager shall not be entitled to any extension of time for delays resulting from any cause unless it shall have notified the Owner in writing within twenty-four hours (24) after the commencement of such delay or 96 hours of knowledge of a potential delay. In any event, within seven (7) days of commencement of the delay, the Construction Manager shall provide in writing the information stated above.

27.5 The Construction Manager shall not be entitled to and hereby waives, any and all damages which it may suffer by reason of Act of God, unforeseen condition, delay, acceleration, cardinal changes, loss of efficiency or any other impacts to the work or time of performance and further, hereby waives all damages which it may suffer by reason of these events, including, but not limited to lost profits, overhead (whether determined by the Eichleay Formula or otherwise), increased insurance costs, loss of bonding capacity or lost profits on alternate or unperformed contracts, supervision, or home office expense. Construction Manager hereby affirms that the extension of time granted herein is the Construction Manager's sole and exclusive remedy. Apart from extension of time, no payment of claim for damages shall be made to the Construction Manager as compensation for damages for any delays or hindrances from any cause whatsoever (except as provided for in paragraph 7.3.2 of the Contract) in the progress of the work whether such delay be avoidable or unavoidable.

27.6 For all changes in the Work in which the Construction Manager claims entitlement to a time extension, the Construction Manager shall provide to the Owner the same information as required above within seven (7) days of the issuance of the request for change order or direction to change the scope of the work and the Construction Manager's failure to provide such information shall constitute a waiver by the Construction Manager and a denial of any time extension for that change in the work. Further, upon execution by the Owner and Construction Manager of any Change Order where no time extension has been requested and/or granted, that Change Order shall constitute a complete waiver of all claims for dollars or for any extension of time related to that work, or any work impacted by the change.

GC 28 WARRANTY

28.1 Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new and, where not specified, of the highest grade of quality for their intended use, and all workmanship shall also be of the highest quality and in accordance with construction practices acceptable to Owner. Unless otherwise provided in the Contract, Construction Manager warrants all equipment, materials, and labor furnished or performed under this Contract, against defects in design (related to CM, subcontractor, vendor, or supplier provided) materials and workmanship for a period of twelve months (unless longer guarantees or warranties are provided for elsewhere in the Contract in which case the longer periods of time shall prevail) from and after Substantial Completion work under the Contract, regardless of whether the same were furnished or performed by Construction Manager or by any of its subcontractors of any tier. In the event that the Owner assumes partial utilization of portions of the work prior to completion of all Work, the Warranty for that portion shall also extend for twelve months from Substantial Completion of that portion of the Work, if and only if the Owner has exclusive use of the area. If the Owner does not have exclusive use of the area, the warranty period shall extend for twelve months from Substantial Completion of the last portion of the Work.

28.2 Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design (related to CM, subcontractor, vendor, or supplier provided), materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Construction Manager at a time and in a manner acceptable to Owner.

28.3 Construction Manager warrants such redesigned, repaired or replaced work against defective design (related to CM, subcontractor, vendor, or supplier provided), materials and workmanship for a period of twelve months from and after the date of acceptance thereof. Should Construction Manager fail to promptly make the necessary redesign, repair, replacement and tests, Owner may perform or cause to be performed the same at Construction Manager's expense.

28.4 Construction Manager shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, replacement and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Construction Manager.

28.5 Construction Manager and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein and any damage to other parts of the Work caused by the Construction Manager's failure to perform pursuant to this general condition.

28.6 The Construction Manager shall commence work to remedy or replace the defective, deficient work within five (5) calendar days after receiving written (including transmittals by FAX) notice from the Owner. If the Construction Manager fails to remedy or remove or replace that work or material which has been found to be defective, then the Owner may remedy or

replace the defective or deficient work at the Construction Manager's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Construction Manager shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Construction Manager shall immediately pay the expenses incurred by the Owner for remedying the defects. If the Owner is not paid within thirty (30) calendar days, the Owner may pursue any and all legal remedies it may have against the Construction Manager.

28.7 The Construction Manager is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Construction Manager is solely responsible for ensuring that all warranty work is completed in the manner described above. If the Owner agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Construction Manager of his responsibility.

GC 29 PATENT INDEMNITY

29.1 Construction Manager hereby indemnifies and shall defend and hold Owner and its representatives harmless from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by Construction Manager, or out of the processes or actions employed by, or on behalf of Construction Manager in connection with the performance of the Contract.

29.2 Construction Manager shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Construction Manager upon becoming aware of such claims or actions, and provided further that Construction Manager's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or representatives. Construction Manager shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non-infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

GC 30 INDEMNITY

30.1 Construction Manager shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful

misconduct of Construction Manager and persons employed or utilized by Construction Manager in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require Construction Manager to indemnify COUNTY, its employees, officers, directors, or agents from any liability, damages, loss, claim, action, or proceeding. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against the COUNTY by reason of any such claim or demand, Construction Manager shall, upon written notice from the COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

The indemnification provided above shall obligate Construction Manager to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by the above paragraph that may be brought against COUNTY whether performed by Construction Manager, or persons employed or utilized by Construction Manager.

30.2 Construction Manager further agrees to hold harmless and indemnify Owner for any fines, citations, court judgements, insurance claims, restoration costs or other liability resulting from its activities on the project, whether or not Construction Manager was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving Construction Manager's activities.

30.3 Said indemnification by Construction Manager shall be extended to include all deliverers, suppliers, furnisher of material or anyone acting for, on behalf of, or at the request of Construction Manager. Construction Manager recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of Twenty dollars (20.00), which payment is incorporated into the Contract Sum and such other good and valuable consideration provided by Owner in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive termination of this Agreement.

GC 31 INSURANCE

Unless otherwise specified in this Contract or granted by County's Risk Management Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of this contract or the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Contractor shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) calendar days after receipt of Notification of Intent to Award, but in any event, prior to execution of the Contract by Owner and prior to commencement of work on the project. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as County's approval of

insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

COMMERCIAL GENERAL LIABILITY Contractor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY Contractor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY Contractor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors employees are covered by Contractor's Worker's Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis.

ADDITIONAL REQUIRED INSURANCE WHEN WORK INVOLVES: The Contractor shall agree to maintain the following additional required insurance coverages with respect to any work involving property, operations, or type of equipment for which each insurance coverages described below have been designed specifically to provide coverage for:

WATERCRAFT LIABILITY With respect to any of the work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall agree to maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

AIRCRAFT LIABILITY With respect to any of the work involving (fixed wing or helicopter) aircraft owned, hired, or borrowed, the Contractor shall agree to maintain Aircraft Liability. Passenger Liability shall be include when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

BUILDER'S RISK With respect to any of the work involving the construction of real property (buildings and improvements other than buildings) during the construction project, the Contractor shall agree to maintain Builders Risk insurance providing coverage for the entire work at the project site, and shall also cover portions of work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. Coverage shall be written on a All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to the projected total completed insurable value of the project as well as subsequent modifications of that sum. If a sublimit applies to the perils of flood an/or earthquake, the sublimit shall not be less than 25% of the projected completed value of the project.

Partial Occupancy or use of the work shall not commence until insurance company or companies providing insurance as required have consented to such partial occupancy or use. Contractor shall take reasonable steps to notify and obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

The coverage shall be kept in force until Substantial Completion has been obtained, or until no one but the County has any property interest in the project, or until Contractor and County mutually consent to the termination, whichever occurs first. The Contractor agrees and understands the County shall not provide any Builder's Risk insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor.

Contractor agrees this coverage shall be provided on a primary basis, and shall be in accordance with all of the limits, terms and conditions set forth herein.

INLAND MARINE/TRANSIT INSURANCE With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall agree to maintain inland marine property/transit insurance provided the coverage is not afforded by a Builders Risk policy. Coverage shall be provided in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. The Contractor agrees and understands the County shall not provide any inland marine nor transit insurance on behalf of Contractor for loss or damage to work, or to any other property of owned, hired, or borrowed by the Contractor.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY: If necessary, the Contractor may

satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED The Contractor agrees to endorse the County as an Additional Insured on each insurance policies required to be maintained by the Contractor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, builder's risk or transit insurance, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

LOSS PAYEE The Contractor shall agree to endorse the County as a Loss Payee on the Builder's Risk and Inland Marine/Transit Insurance, when required to be maintained by the Contractor. The Loss Payee endorsement shall read "Palm Beach County Board of County Commissioners." Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein. The Contractor shall agree the Loss Payee endorsement provides coverage on a primary basis.

WAIVER OF SUBROGATION The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy providing coverage during the life of this Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST The Contractor shall agree, notwithstanding the foregoing, the County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore, the County reserves the right to review and reject any

insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, County shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the County only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage and terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the Certificate.

In the event the County is notified that a required insurance coverage will cancel or non-renewed during the period of this Contract, the Contractor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall agree not continue to work pursuant to this Contract unless all required insurance remains in effect. The County shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the County. The County reserves the right to withhold payment, but not the obligation, to Contractor until coverage is reinstated. If the Contractor fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of this Contract.

5. Shall clearly identify Palm Beach County, Board of County Commissioners endorsed as a Loss Payee on the Builders Risk and any Inland Marine coverages.
6. Contractor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County
c/o Capital Improvements Division
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION The Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBCONTRACTOR'S INSURANCE: The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the County, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE The Contractor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	CONTRACTS LESS THAN \$500,000	CONTRACTS \$500,000 OR MORE
COMMERCIAL GENERAL LIABILITY: Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence
Additional Insured endorsement required:	Yes	Yes
COMPREHENSIVE AUTO LIABILITY: Limit of Liability not less than:	\$500,000 per occurrence	\$1,000,000 per occurrence

INSURANCE COVERAGE & LIMIT TABLE	
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY:</u> Coverage not less than: Employers Liability Limits:	Statutory \$100/500/100
<u>WATERCRAFT LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence Yes
<u>AIRCRAFT LIABILITY:</u> Limit of Liability not less than: When used to carry passengers (excluding aircraft's crew) coverage for Passenger Liability not less than: Additional Insured endorsement required:	\$5,000,000 per occurrence \$1,000,000 per passenger Yes
<u>BUILDERS RISK:</u> Limit not less than: Endorsement to waive coverage termination from Occupancy Clause. Endorsement cover until final acceptance of the project by Certificate of Occupancy by the Owner. Additional Insured & Loss Payee endorsements required:	100% of the completed total insurable value of the project. Yes Yes Yes
<u>INLAND MARINE COVERAGE:</u> Limit not less than: Additional Insured & Loss Payee endorsements required:	Highest value exposed during the construction project. Yes

GC 32 SITE CONDITIONS

32.1 Construction Manager shall have the sole responsibility of satisfying itself concerning the nature and location of work and the general and local conditions, and particularly, but without

limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability, quantity and quality of labor; familiarity with local and regional market and industry conditions including labor skill level and availability, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on contract documents, and through verification with local utility companies and the Owner, physical conditions of existing construction, topography and ground surface conditions; to the extent identified in the Project Geotechnical Study and Report, Environmental Study and Report, or other documentation made available to the Construction Manager, subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters which can in any way affect performance of the Contract, or the cost associated with such performance. The failure of Construction Manager to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Contract. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice shall be given to the Owner promptly before conditions are disturbed. Should it be determined that such conditions exist and if they differ materially and cause an increase or decrease in the cost of the work, the CM will receive an equitable adjustment in the GMP or Contract time, or both in accordance with GC 65.

GC 33 NOT USED

GC 34 ACCESS TO WORK AREAS

34.1 Owner, and his duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof shall, at all reasonable times, for the purpose of determining compliance with Contract requirements and permits, have access to such areas and the premises used by Construction Manager. Construction Manager shall also arrange for Owner, his said representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

34.2 Construction Manager's accesses to the site and storage areas shall be as shown on the plans and as designated by the Owner. Access routes may also be used by County employees, the public and other Construction Managers. No other access points shall be allowed unless approved by the Owner. All Construction Manager traffic authorized to enter the site shall be experienced in the route or guided by Construction Manager personnel. The Construction Manager is responsible for immediate cleanup of any debris deposited along the access route as a result of his construction traffic.

GC 35 INGRESS AND EGRESS

35.1 Construction Manager's access to the work area will be permitted only through approaches which will be designated by Owner, and then only in such manner that Construction Manager's traffic will not interfere with Owner's operations. Construction Manager shall, at all times, maintain free unimpeded ingress and egress at the site. Construction Manager personnel are not to enter into any areas of the jobsite other than work areas and areas of designated access.

GC 36 PRECONSTRUCTION CONFERENCE

36.1 As soon as practicable after award of this Contract and prior to commencing any work, a pre-construction conference will be arranged by the Owner. In attendance at said conference will be Owner and any of its representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the project and to review any items requiring clarification. Procedure for processing and distribution of all documents and correspondence related to the Contract will be established.

GC 37 MEETINGS

37.1 The Construction Manager shall, at its expense, as requested by Owner, attend any and all meetings called by Owner to discuss the work under the Contract. Such meetings shall be conducted and recorded by the Owner with typed minutes of each meeting distributed to all attendees.

GC 38 OWNER-FURNISHED DRAWINGS AND SPECIFICATIONS

38.1 The Construction Manager shall, immediately upon receipt of the permitted drawings, check all drawings furnished and shall promptly notify Owner of any illegibility, errors, omissions or discrepancies discovered in such drawings. The Construction Manager shall perform work only in accordance with the permitted drawings and any subsequent revisions thereto. Construction Manager shall maintain at the site of the work a copy of the permitted drawings and specifications kept current with all changes and modifications and shall at all times give Owner, as well as all trades performing at the project, access thereto.

GC 39 DELIVERY, UNLOADING AND STORAGE

39.1 Construction Manager shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Contract. The storage facilities, methods of storing and security provisions shall meet Owner's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure.

GC 40 WORK AREA

40.1 All Construction Manager's work areas on the jobsite will be assigned by Owner.

Construction Manager shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing work, the Construction Manager shall provide a temporary office on the site of the work, which shall have a telephone where a representative of the Construction Manager may be reached at all times during normal working hours. Should Construction Manager find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Construction Manager shall, provide and make its own arrangements for the use of such additional land.

GC 41 PLANT, EQUIPMENT AND FACILITIES

41.1 Construction Manager shall provide and use on any work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Contract and within the time or times specified in the Contract. Before proceeding with any Contract work or with erection of any facilities, including but not limited to temporary structures, machinery, equipment, offices and warehouses, Construction Manager shall furnish Owner such information and drawings relative to such equipment, plant facilities as Owner may request.

41.2 Upon written order of Owner, Construction Manager shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site. Construction Manager shall not remove construction plant or equipment from the site before the work is finally accepted without Owner's written approval. Such approval shall not be unreasonably withheld.

GC 42 CONSTRUCTION MANAGER-FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

42.1 Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the work and replaced with items of specified quality. Failure by Owner to order removal of rejected materials and equipment shall not relieve Construction Manager from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

42.2 Construction Manager shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Construction Manager's negligence to foresee means of installing equipment into position inside structures.

42.3 No work defective in construction or quality, or deficient in meeting any requirement of the contract drawings and specifications will be acceptable regardless of Owner's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the work or the satisfaction of the Work meeting applicable code requirements

relieve Construction Manager from responsibility for the quality and securing progress of work as required by the Contract Documents. The Owner shall notify the Construction Manager of defective or unacceptable work if the Owner discovers such. Defective work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with the GENERAL CONDITIONS Section entitled, WARRANTY. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.

42.4 Construction Manager shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Construction Manager shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Construction Manager or its subcontractors shall not be considered as a cause for an adjustment of the Contract Time or a basis for damages or compensation. The Construction Manager shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Construction Manager shall notify Owner immediately and Owner shall direct Architect to select an alternate item suitable for the project.

42.5 Owner will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Contract. Review and approval of all items proposed by Construction Manager for incorporation into the work will be by Owner. This function by Owner will apply both to approvals for the Contract as initially signed, and to approvals for changes to Contract by modifications during progress of the work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise and in accordance with GC 43 below.

42.6 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Construction Manager shall submit its own choice for Owner's review and approval, supported by sufficient evidence of conformity with the Contract Documents.

GC 43 SUBSTITUTIONS

43.1 Prior to proposing any substitute item, Construction Manager shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in Owner's interest, and will in no way impact detrimentally upon the project completion date and schedule.

43.2 The burden of proof of equality of a proposed substitution for a specified item shall be upon Construction Manager. Construction Manager shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Construction Manager shall submit drawings, samples, data and certificates and additional information as may be required by the Owner for proposed substitute items as required by GC 46 Construction Manager FURNISHED DRAWINGS, DATA & SAMPLES.

43.3 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Construction Manager shall allow an additional 15 days for Owner's review of substitution. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time Construction Manager must order, purchase or release for manufacture or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance. Approval of a substitution shall not relieve Construction Manager from responsibility for compliance with all requirements of the Contract. Construction Manager shall coordinate the change with all trades and bear the expense for any changes in other parts of the work caused by any substitutions.

43.4 If Owner rejects Construction Manager's substitute item on the first submittal, Construction Manager may make only one additional request for substitution in the same category. On the second request, and all future requests, the Construction Manager shall be invoiced the expenses (including Owner, and Design Professionals cost and overhead) involved in reviewing submittal data.

GC 44 EXPEDITING

44.1 The equipment and material furnished under this Contract may be subject to expediting by Owner. Owner shall be allowed reasonable access to the shops, factories, and other places of business of the Construction Manager and its subcontractors and suppliers, for expediting purposes. As required by Owner, Construction Manager shall supply schedules and progress reports for Owner's use in expediting and Construction Manager shall cooperate with Owner and require its subcontractors and suppliers to cooperate with Owner in such expediting. Any expediting performed by Owner shall not relieve Construction Manager of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Contract.

GC 45 FIELD LAYOUT OF WORK

45.1 All Work under this Contract shall be constructed in accordance with the lines and grades

shown on the Contract Drawings or as approved by the Owner in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation.

45.2 All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida with demonstrated experience in the project area who shall be retained by the Construction Manager. The Construction Manager shall establish all base lines for the location of the principal component parts of the Work together with permanent bench marks and temporary bench marks adjacent to the Work. Based upon the information provided by the Contract Drawings, the Construction Manager shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Contract Drawings, location of property boundaries, stakes for all working points, lines and elevations. Construction Manager shall furnish Owner survey necessary for utility easements.

45.3 The Construction Manager shall have the responsibility to carefully preserve all bench marks, reference points and stakes. In case of destruction thereof by the Construction Manager resulting from his negligence, or for any other reason, he shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be re-established by the Construction Manager, and all reference ties recorded therefor shall be furnished to the Owner. All computations necessary to establish the exact position of the Work shall be made and preserved by the Construction Manager.

GC 46 DRAWINGS, DATA AND SAMPLES

46.1 Review and permission to proceed by Owner as stated in this Contract does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Construction Manager and does not relieve Construction Manager from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required to be submitted to the Owner for review, shall be submitted attached to forms provided by Owner.

46.2 Transmittals from the Construction Manager to the Owner shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Construction Manager for accuracy, completeness and compliance with contract requirements. These drawings and schedules shall be stamped and signed by Construction Manager certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with contract requirements, and it has been coordinated with all other submittals and Contract Documents."

SIGN
"XYZ Construction Company"

DATE

46.3 Drawings

46.3.1 Where drawings are required for (a) fabrication of Construction Manager furnished equipment; (b) installing Construction Manager furnished material or equipment; or (c) planning and performance of the work under Contract; such drawings shall be originally generated and submitted by and the Construction Manager before fabrication, installation or performance is commenced. Each submittal shall be made not less than thirty-five (35) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least 21 calendar days for review by Owner. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the work. Construction Manager shall prepare and submit for approval a detailed submittal schedule outlining the required submittals for the Project, the submittal dates due and review durations by the Owner/ Architect/Engineer. This schedule shall be incorporated into the Master Project Schedule and updated regularly with the Project Schedule Updates

46.3.2 For drawings greater in size than 11" x 17", one reproducible and four copies shall be submitted to the Owner by and the Construction Manager. The Owner will be the sole judge of the adequacy of the quality of the reproducible and prints and may reject reproducibles and/or prints on the basis of quality alone. Such drawings will not be folded, but will be transmitted in mailer rolls manufactured expressly for that purpose. The reproducible with the Owner's review comments will be returned to the Construction Manager. A reproducible copy of drawings equal to or less than 11" x 17" is not necessary, but five copies of the unfolded drawings must be transmitted to the Owner.

46.3.3 **If drawings show variations from the contract requirements, the Construction Manager shall describe such variations in writing, separate from the drawings, at the time of submission.** If the Owner approves any such variation(s), it will issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.

46.3.4 Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing clearly indicated. If reference drawing numbers are used, the review date of such drawings shall be included. Drawings shall indicate design

dimensions, maximum and minimum allowable operating tolerances on all major wear fits, i.e. - rotating, reciprocating or intermittent sliding fits between shafts or stems and seals, guides and pivot pins. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

46.3.5 All drawings submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each drawing to be correct, accurate and shall be furnished in accordance with requirements of the specifications. Owner will conduct a review of Construction Manager's drawings and a drawing marked with one of the following review comments will be returned to the Construction Manager.

1. No exceptions taken.
2. Make corrections noted. No resubmittal.
3. Make corrections noted. Resubmit.
4. Rejected.
5. Not required for review.

46.3.6 The Construction Manager must incorporate the changes indicated, resubmit and obtain a Code 1 or 2 notation before release for shipment can be granted.

46.4 Samples

46.4.1 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged. Samples of all items of related systems (i.e. adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin.

46.4.2 Where samples are required, they shall be submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any work in accordance with the schedule. Allow at least 21 calendar days for Owner's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any work without such review. Each sample shall bear a label showing the Construction Manager's name, date submitted, project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

46.4.3 Samples which have been reviewed may, at Owner's option, be returned to the Construction Manager for incorporation into the work.

46.5 Catalogues, Data and Certificates

46.5.1 Where catalogues, data or certificates are required, five (5) copies of each shall be

submitted by and at the expense of the Construction Manager. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any work in accordance with the CPM schedule. Allow at least 21 calendar days for Owner's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any work without such review.

46.5.2 Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: Construction Manager's name, project name, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Construction Manager shall be certified and dated by the Construction Manager on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specification, on forms provided by the Owner. Owner will conduct a review of Construction Manager's catalogues, data, and certificates and one copy marked with the review comments listed in paragraph A, above, will be returned to the Construction Manager.

GC 47 CONSTRUCTION SCHEDULE

47.1 Within thirty (30) days after the date of the Owner's issuance of a Notice to Proceed, the Construction Manager shall prepare and submit a construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the work required to complete the project, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity.

47.1.1 The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Construction Managers at the site of work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Construction Manager furnished material and equipment. The schedule shall be a Critical Path Method (CPM) type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

47.1.2 The construction schedule shall include the following:

1. Brief description of each activity.
2. All submittals, samples, approvals, fabrication, and deliveries for equipment and materials. Allow no more than 60 days float between submittal approval and beginning of fabrication.
3. Activities showing scheduled start and finish, late start and finish, and float.

4. Relations between activities.
5. Duration of activities. No activity should be scheduled for more than 20 workdays.
6. Contractual and other major milestones including phasing.
7. Schedule activities to include labor and material.
8. An allowance for delays due to weather. Contract time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
9. Owner of activities by others which will affect the work schedule.

47.1.3 Upon acceptance of the original CPM Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the Owner.

47.1.4 The detailed CPM schedule submittal shall include five (5) color copies of the following:

1. Time Scaled Network Diagram.
2. Bar Chart in the following formats:
 - a. Sorted by activity
 - b. Sorted by total float
 - c. Sorted by early start
3. Precedence and Successor report
4. Narrative report.
5. Computer diskette. (One copy)
6. Submittals shall be organized under Standard CSI format.

47.1.5 The detailed CPM Schedule shall be updated monthly and submitted along with an updated computer diskette with the Application for Payment. Construction Manager shall meet with the Owner and Architect/Engineer of Record to review and verify:

1. Actual start and finish dates for completed activities.
2. Remaining duration required to complete each activity started, scheduled to start, but not completed.
3. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
4. Percentage for completed and partially completed activities.

47.2 Following development and submittal of the construction schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the subject project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the work performed and the occurrence of all events which have affected the progress of performance of the work already performed or will affect the progress of the performance of

the work yet to be performed in contrast with the planned progress of performance of such work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

47.3 The Construction Manager shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

1. Pre-Bid Schedules (Subnetwork) - The Construction Manager shall prepare a construction schedule for work encompassed in each bid package. The schedule shall be sufficiently detailed as to be suitable for inclusion in the bid package as a framework for contract completion by the successful bidder. It shall show the interrelationships between the work of the successful bidder and that of other subcontractors, and shall establish milestones eyed to the overall master schedule.
2. Subcontractor Construction (Subnetworks) - Upon the award of each subcontract, the Construction Manager shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the specifications, taking into account the work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.
3. Occupancy Schedule - The Construction Manager shall jointly develop with the Architect-Engineer and Owner a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Owner occupancy. The Occupancy Schedule shall be produced and updated monthly from its inception through final Owner occupancy.

47.4 The Construction Manager shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Construction Manager and the Owner. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

47.5 The Construction Manager shall have in its employ for the length of this project, at least one qualified scheduling specialist whose responsibility as to this Contract will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Contract, and maintain updated information as required regarding the interface with other contracts.

47.6 The Construction Manager agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the contract completion date will not be met, the Construction Manager shall execute some or all of the following remedial actions at Construction Manager's sole cost and expense:

1. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of work.
2. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of work.
3. Reschedule the work in conformance with the specification requirements.

47.7 Prior to proceeding with any of the above actions, the Construction Manager shall notify the Owner of the proposed schedule changes. Such actions shall be incorporated by the Construction Manager into the diagram before the next update, at no additional cost.

GC 48 RESPONSIBILITY FOR WORK SECURITY

48.1 Construction Manager shall, at its expense, at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Construction Manager shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Construction Manager shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition.

48.2 Construction Manager shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner within three days of each incident.

GC 49 PROTECTION OF WORK IN PROGRESS, MATERIALS AND EQUIPMENT

49.1 Construction Manager shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the work until substantial completion has been achieved for the work under this Contract. Excluded from Construction Manager's responsibility is any loss or damage which results from the sole active negligence of the Owner or its representatives.

49.2 Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire work will be delivered to the Owner in proper, whole and unblemished condition.

GC 50 PROTECTION OF EXISTING PROPERTY

50.1 Construction Manager shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Construction Manager's operations, Construction Manager shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and as will be acceptable to Owner and/or its Insurance Representative.

50.2 Construction Manager shall conduct its operation so as not to damage any existing buildings or structures. The Construction Manager shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Construction Manager shall provide protection methods which are acceptable to the Owner and/or its Insurance Representatives.

50.3 Unless otherwise specifically provided in the Contract, Construction Manager shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such work, Construction Manager shall give due notice to Owner of its intention to start such work. Construction Manager shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

50.4 Construction Manager shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not reasonably interfere with the performance of this Contract.

50.5 Construction Manager shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Construction Manager.

GC 51 LABOR

51.1 Construction Manager shall employ only competent and skilled personnel to perform the work. Construction Manager shall, if requested to do so by Owner, remove from the jobsite any personnel of Construction Manager whom Owner determines unfit or acting or working in violation of any provision of this contract.

51.2 Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established

method of determining work assignments and settling jurisdictional disputes.

51.3 Construction Manager shall comply with and shall cooperate with Owner in enforcing jobsite conditions and job work rules which directly affect the performance of the work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

51.4 The Construction Manager and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner. The Construction Manager shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Construction Manager or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

51.5 Construction Manager shall submit "Contractor's Daily Report" (Appendix A) for each day work is accomplished. Reports shall be submitted daily to Owner.

GC 52 EQUAL EMPLOYMENT OPPORTUNITY

52.1 During the performance of this Contract, the Construction Manager agrees as follows:

- A. The Construction Manager will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Construction Manager will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Construction Manager agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth provisions of this nondiscrimination clause.
- B. The Construction Manager will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Construction Manager, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- C. The Construction Manager will send to each labor union or representatives of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner, advising the labor union or workers' representative of

the Construction Manager's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Construction Manager will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Construction Manager will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Construction Manager's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the Construction Manager may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Construction Manager will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Construction Manager will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Construction Manager becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Construction Manager may request the United States to enter into such litigation to protect the interest of the United States.
- H. All regulations, guidelines, and standards lawfully adopted under the governing statutes.

GC 53 SAFETY & PROTECTION OF PERSONS & PROPERTY

53.1 RESPONSIBILITY FOR SAFETY AND HEALTH

53.1.1 The Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be performed under the terms of the Contract ("Work"). The Construction Manager shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner and Users who may be affected thereby. The Construction Manager shall set forth in writing its safety precautions and

programs in connection with the Work and submit the same to the Owner. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Construction Manager with respect thereto.

53.1.2 All Work, whether performed by the Construction Manager, its Sub-Construction Managers or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

- A. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and
- B. all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

53.1.3 Should the Construction Manager fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Construction Manager.

53.1.4 The Construction Manager shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the job site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Construction Manager to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Construction Manager shall promptly comply.

53.1.5 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall defend, indemnify and hold the Owner, Design Professional, the Owner's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Construction Manager, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition.

53.1.6 To the extent permitted by, and in accordance with the provisions of Florida Statute 725.06, the Construction Manager shall not raise as a defense to its obligation to indemnify under this General Condition any contributing negligence of any of those indemnified hereunder, it being understood and agreed that no such contributing negligence shall relieve the Construction Manager from its liability to so indemnify nor entitle the Construction Manager to any contribution, either directly or indirectly, by those indemnified hereunder.

53.1.7 In any and all claims against those indemnified hereunder by any employee of the

Construction Manager, any subcontractor or sub-subcontractor, 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 shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Construction Manager or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

53.2 PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS

53.2.1 The Construction Manager shall, throughout the performance of the Contract, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Contract and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The Owner, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the job site as a part of its normal safety, loss control and security programs. In such event, however, the Construction Manager shall not be relieved of its aforesaid responsibilities and the Owner shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Construction Manager by this Contract.

53.2.2 Until Substantial Completion of the Work pursuant to GC 72, of this contract, the Construction Manager shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

53.2.3 The Construction Manager shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work and including improvements disturbed outside the limits of construction) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Construction Manager's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or restoration:

- A. is directly due to errors in the Contract Documents which were not discovered by the Construction Manager and which the Construction Manager could not have discovered through the exercise of due diligence;
- B. is caused by the agents or employees of the Owner (unless (1) the Construction Manager has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (2) such loss or damage would be covered by any policy or policies of insurance which the Construction Manager is required to maintain hereunder, whether the Construction Manager actually maintains such insurance or not, or (3) is otherwise covered by a policy or policies of insurance maintained by the Construction Manager (whether or not required hereunder).

53.3 SURFACE AND SUBSURFACE WATER

53.3.1 Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the Owner for its prior written approval.

53.4 EMERGENCIES

53.4.1 In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Construction Manager shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Construction Manager to take necessary emergency action shall entitle the Owner to take whatever action it deems necessary including, but not limited to, suspending the Work as provided in GC 23.

53.4.2 The Owner may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner in taking such emergency action against any sums then or thereafter due to the Construction Manager. The Construction Manager shall defend, indemnify and hold the Owner harmless against any and all costs or expenses pursuant to this Paragraph, by whomsoever incurred. If the Construction Manager shall be entitled to any additional compensation or extension of time claimed on account of emergency work which is not due to the fault or neglect of the Construction Manager or its subcontractors or sub-subcontractors, it shall be handled as a claim as provided in GC 65.

53.5 OWNER'S STANDARDS

53.5.1 The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Construction Manager shall comply, and to review the efficacy of all protective measures taken by the Construction Manager. The exercise of or failure to exercise any or all of these rights by the Owner shall not relieve the Construction Manager of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Construction Manager.

GC 54 PROJECT SITE PROTECTION

54.1 Construction Manager, shall maintain such protection as provided in General Conditions Section (GC 53) titled SAFETY & PROTECTION OF PERSONS & PROPERTY in a satisfactory condition until removal is authorized by Owner. Construction Manager, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to Owner. The Construction Manager will provide parking for its employees within the designated work areas. Construction Manager employees will not be allowed to park

in areas which are used by any facilities which remain in operation.

GC 55 FIRE PREVENTION

55.1 Construction Manager shall, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Construction Manager. This includes keeping the Contract work area clear of all trash at all times.

55.2 All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the Owner. Construction Manager shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected and a fire watch shall be provided by Construction Manager to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

GC 56 ILLUMINATION

56.1 When any work is performed at night or where daylight is shut off or obscured, Construction Manager shall, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

GC 57 BEST MANAGEMENT PRACTICES

57.1 Construction Manager shall be responsible for evaluating the site before construction is initiated to determine if any site conditions may pose particular problems for the handling of any Regulated Substances. For example, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

57.2 Regulated Substances are substances that may cause significant harm to human health and the environment (including surface and groundwater). The Unified Land Development Code (ULDA) Section 9.3, Wellfield Protection, regulates the storage, handling, use and production of Regulated Substances within wellfield zones which may impair present and future drinking water suppliers. In addition, the ULDC, Section 9.6, Excavation, requires that Best Management Practices for the Construction industries be followed for Agricultural Area, TYPE II, TYPE IIIA and TYPE IIIB excavation activities.

57.3 If any regulates substances are stored on the construction site, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any

storage container of 55 gallons, or 440 pounds, or more containing Regulated Substances shall have constructed below it an impervious containment system constructed of materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwaters, or surface waters, of any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

57.4 Construction Manager shall familiarize itself with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or equipment necessary to accomplish same shall be available in case of a release.

57.5 Upon completion of construction, all unused and waste Regulated Substances and containment systems shall be removed from the construction site and shall be disposed of in a proper manner as prescribed by law.

GC 58 DUST CONTROL

58.1 The Construction Manager, for the duration of the Contract, shall, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by Owner will be permitted.

GC 59 WATER POLLUTION

59.1 Construction Manager shall, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

GC 60 AIR POLLUTION

60.1 The Construction Manager shall, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Palm Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Palm Beach County Air Pollution Board Regulations.

GC 61 EXPLOSIVES & HAZARDOUS MATERIALS

61.1 Construction Manager shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and make good any damage caused by its handling, transporting, storage and use. The Construction Manager will notify the Owner immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or hazardous materials onto the site will require prior written approval from the Owner. The Construction Manager shall maintain and Post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

61.2 In the event that hazardous material is improperly handled or stored by the Construction Manager, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Construction Manager shall immediately notify the Owner and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Construction Manager's sole cost and expense. Further, Construction Manager shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities.

GC 62 INSPECTION: REJECTION OF MATERIALS AND WORKMANSHIP

62.1 All materials and equipment furnished and work performed shall be properly inspected by Construction Manager, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by Owner. Construction Manager shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for such quality surveillance, observation or quality audit. For this purpose Owner, its agents, employees, and designees shall be afforded full and free access to the shops, factories or places of business of Construction Manager and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the work. Owner, its agents, employees, and designees shall be entitled to conduct such surveillance, observation, or quality audits with such frequency and for such duration as Owner, in its sole discretion, shall determine is appropriate. If Construction Manager covers all or any portion of the work prior to any quality surveillance or test by Owner, the cost of any necessary uncovering and replacing shall be borne by Construction Manager. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Construction Manager for such work, materials or equipment shall prejudice the rights of Owner thereafter to correct or reject the same as hereinafter provided.

62.2 If any material, equipment or workmanship is determined by Owner, either during performance of the work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this contract, Owner shall notify Construction Manager in writing that such material, equipment or work is rejected and the Owner reserves the right to withhold payment on any such item. Thereupon, Construction Manager shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Contract.

GC 63 TESTING

63.1 Unless otherwise provided in the Contract, Drawings and Specifications shop testing of materials or work shall be performed by the Construction Manager and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by Owner. Should tests in addition to those required by the Specifications be desired by Owner, Construction Manager will be advised in reasonable time to permit such testing. Such additional tests will be at Owner's expense unless such additional tests are required due to Construction Manager's work

or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Construction Manager's expense. Construction Manager shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Construction Manager shall provide reasonable and accurate notice of when construction activities which require Owner's testing services are required. Construction Manager shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

GC 64 PROGRESS

64.1 Construction Manager shall give Owner full information in advance as to its plans for performing each part of the work. If at any time during the progress of work, Construction Manager's actual progress is inadequate to meet the requirements of the Contract, Owner may so notify Construction Manager who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by Owner, Construction Manager does not improve performance to meet the currently approved contract construction schedule, Owner may require an increase in Construction Manager's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to Owner. Neither such notice by Owner nor Owner's failure to issue such notice shall relieve Construction Manager of its obligation to achieve the quality of work and rate of progress required by the Contract.

64.2 Failure of Construction Manager to comply with the instructions of Owner may be grounds for determination by Owner that Construction Manager is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, Owner may terminate Construction Manager's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with the applicable provisions of this Contract.

GC 65 CHANGES

65.1 Owner may, at any time, without invalidating the Contract and without notice to the Surety(ies), make changes in the work by issuing a Change Order.

65.2 Owner will issue written orders to Construction Manager for any changes except that in the event of an emergency which Owner determines endangers life or property, Owner may issue oral orders to Construction Manager for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work.

65.3 Construction Manager shall commence such changed work so that all dates set forth in Construction Manager's current construction schedule as accepted by Owner will be met. In the event of an emergency which Owner determines endangers life or property, Construction Manager shall immediately commence such changes as required by Owner in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall

entitle Owner to invoke the provisions of section GC25 entitled TERMINATION FOR DEFAULT.

65.4 Unless otherwise required, Construction Manager shall, within twenty-one (21) calendar days following receipt of a written contract Field Bulletin, submit in writing to Owner a Contract Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to Owner of performing the change under the Contract in comparison to what the cost would have been, had such change not been offered.

65.5 The proposal shall state the Construction Manager's added and/or deleted compensation in detail, including but not limited to:

- A. Material quantities and unit prices
- B. Labor man-hours and wages by craft
- C. Equipment type and size and rental rate
- D. Overhead and profit percentage
- E. Subcontract costs with back-up detail as specified (in items a), b), c), and d).
- F. Time extension, if any;
- G. A detailed description of any impacts this change will have on any activities on the Critical Path which would effect any of the Milestone Dates;
- H. Proof of payment of any tax liability resulting from a specific change (if requested by Owner).

65.6 Under no circumstances shall Construction Manager apply for or be entitled to recover extended home office overhead costs associated with a change in the work, whether or not calculated in accordance with the Eichleay Formula. Unless directed by the Owner, there will be no extensions of time in connection with any changes to the work. Therefore, the Construction Manager should reflect this in pricing all requested changes related to the contract substantial completion date.

65.7 If Construction Manager does not propose the method of compensation for such change or any part thereof within the time required, or if any proposed method is not acceptable, or if a method of compensation for such change, or any part thereof cannot be agreed upon, Construction Manager shall proceed upon direction (Construction Change Directive) with such change.

65.8 A Construction Change Directive (CCD) is a written order prepared by the Architect/Engineer of Record and signed by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. A CCD may be used in the absence of total agreement on the terms of Change Order or to complete work which, if not accomplished, could adversely effect a critical path activity. Upon receipt of the CCD, the Construction Manager shall promptly proceed with the change in the Work involved and advise the Architect/Engineer of Record of the Construction Manager's agreement or disagreement with the method, if any, provided in the CCD for determining the proposed adjustment in the Contract Sum or Contract time. When the Owner and Construction Manager agree with the determination made by the Architect/Engineer of Record concerning the adjustments in the Contract Sum and/or Time, or otherwise reach agreement upon the

adjustments, such agreement shall be recorded by the preparation of a Change Order. The Construction Manager shall not seek payment for work performed pursuant to a CCD until it has been converted to a Change Order.

65.9 If, at any time after Construction Manager commences such change, a method of compensation other than time and material is agreed upon, such compensation will be made in accordance with such agreement. In any event, Construction Manager shall keep accurate records of the actual cost to Construction Manager for such change. Costs for which Construction Manager shall be entitled to compensation on a time and material basis as described above, are as follows:

- A. Direct Labor Cost - Payment will be made for all manual classifications up to and including foremen, but shall not include superintendents, assistant superintendents, general foremen, office personnel, time-keepers and maintenance mechanics. The time charged to changes will be subject to the daily approval of Owner and no charges shall be accepted unless evidence of such approval is submitted by Construction Manager with its billing.

Labor rates used to calculate the direct labor costs shall be those rates in effect during the accomplishment of the change. In addition to the direct payroll costs, the direct labor costs shall include payroll taxes and insurance, vacation allowance, subsistence, travel time and overtime premium and any other payroll additives required to be paid by Construction Manager by law or collective bargaining agreements. Copies of certified pertinent payrolls shall be submitted to Owner.

- B. Equipment Costs - Payment for the rental and operation of the equipment furnished and used by Construction Manager shall be made for all construction and automotive equipment or tools with a new cost at point of origin of one thousand dollars or less each. Equipment time charged to changes will be subject to daily written approval of Owner and no charges will be accepted unless evidence of such approval is submitted with Construction Manager's billing.

The equipment rental and operation rates include costs for rental, fuel, oil, grease, repair parts, service and maintenance of any kind, and necessary attachments. Such charges do not include costs for operating labor and transportation to and from the location of the change. Equipment rental rates for Construction Manager-owned equipment used in this Contract shall be those contained in the RENTAL RATE BLUE BOOK as published by K-III Directory Corporation, 1735 Technology Drive, Suite 410, San Jose, California 95110-1313, (800-669-3282) and current at the time work for any specific change is performed. When equipment is used for time and material changes which does not reasonably resemble Blue Book rental rates, the rental rate shall be negotiated and agreed upon in writing.

If Construction Manager-owned equipment is not available and equipment is rented from outside sources, payment will be computed on the basis of actual invoice cost. Rental rates for non-owned equipment must be approved in advance by Owner.

When the operated use of equipment is infrequent and, as determined by Owner, such equipment need not remain at the site of the work continuously, payment shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Owner's direction shall be paid for at a standby rate.

Unless otherwise provided in the Contract, all equipment rental rates shall be agreed upon in writing before commencing any change. When a specific piece of rental equipment, normally used to perform unchanged contract work is used for time and material changed work, the applicable rental rate shall be the actual rate paid by the Construction Manager at the time the work is performed.

Transportation costs for bringing equipment to the jobsite and for returning equipment to the point of origin, exclusively for use on time and material work, will be reimbursed to Construction Manager based on invoices, provided that prior written approval has been given to Construction Manager.

Overtime shall be paid as per Method 2 described in said RENTAL RATE BLUE BOOK.

No compensation will be made to the Construction Manager for equipment repair or equipment maintenance.

- C. Material Costs - Payment for the cost of materials furnished by Construction Manager for use in performing the change will be made, provided such furnishing and use of materials was as specifically authorized and the actual use was verified by Owner. Payment will be the net cost to Construction Manager delivered at the job and vendor's invoice shall accompany the billing along with the verification by Owner of such use of such materials.
- D. Contract and Outside Service Costs - Payment for work and services subcontracted by Construction Manager in the performance or completion of the change will be made only when both the subcontractor and the terms of payment to such subcontractor have been approved in writing by Owner before the subcontractor starts to work on the change.
- E. Tools and Equipment - Payment will be made for tools and equipment with a new cost of One Thousand Dollars, or less, each, only upon approval by the Owner.

For purposes of any and all changes made pursuant to this provision (whether lump sum or time and material) as to all supplies, overhead, supervision and profit, the Construction Manager is entitled to a maximum of fifteen percent (15%) of the total direct labor and material costs pertaining to each change. The maximum percentage, including but not limited to overhead and profit which may be added to actual cost for changes in the work shall be as follows:

1. For all work done by the Construction Manager's own forces, the Construction Manager may add 15% of his actual costs.
2. For all work done by subcontractors, the respective subcontractors may add 10% of their actual costs. The general contractor may add 5% of the subcontractors

total.

65.10 For any changes involving deductive items, the following shall apply to the amount of allowable overhead and profit:

1. For deductive changes only (those which contain no additive items), there will be no reduction in overhead and profit and, likewise, no addition by the Construction Manager for processing.
2. For changes containing both additions and deductions covering related work or substitutions, the overhead and profit shall be figured on the net increase if any, with respect to that change.

65.11 No change order or CCD shall be valid until approved and signed by the Owner. The Architect/Engineer of Record is not authorized to bind the Owner to changes relative to changes in contract cost and or time. The Architect/Engineer may only recommend acceptance or rejection. If a proposed change is deemed beneficial to the project and is within the limits set forth in the contract, the Owner may cause to be issued an appropriate change order to the Contract with or without the Construction Manager's signature.

65.12 The Architect/Engineer of Record will have the authority to order minor changes in the work which do not involve adjustment to the Contract sum or time and are not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on the Owner and Construction Manager. The Construction Manager shall carry out such written orders promptly, and the Construction Manager shall receive no additional compensation therefore, nor shall there be any change in the Contract time. The Architect/Engineer shall immediately provide notices of all minor changes in the Work to the Owner.

65.13 Execution of change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the modification(s) constitutes, in whole or part, a cardinal change to the contract.

GC 66 RECORD DRAWINGS AND SPECIFICATIONS

A. Drawings:

1. Conformed Documents - Prior to the first application for payment, Construction Manager shall show proof of conformed documents with all Bid addenda identified on the record drawings and on his field set of drawings. Supplemental information following the bid shall be included and updated monthly for review with the application for payment.
2. Progress Records - During construction, Construction Manager shall keep

a marked-up and up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to Owner for inspection at any time.

3. Final Records - The Construction Manager shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Construction Manager with drawings for mark-up by Construction Manager. Construction Manager shall, by use of professional draftsman, accurately and neatly transfer all deviations from progress as-builts to final as-builts.

B. Specifications:

1. Progress Records - During construction, Construction Manager shall keep a marked-up and up-to-date set of specifications showing as-is conditions on the site annotated to clearly indicate all substitutions that are incorporated into the work. Where selection of more than one product is specified, annotation shall show which product was installed. These specifications shall be available to Owner for inspection at any time.
2. Final Records The Construction Manager shall furnish to Owner a complete set of marked-up as-built specifications with RECORD clearly printed on cover. Owner, at its expense, will furnish Construction Manager a set of specifications for mark-up by Construction Manager. Construction Manager shall accurately and neatly transfer all annotations from progress as-builts to final as-builts.

C. Manuals:

1. Manuals - As a condition precedent to Substantial Completion, the Construction Manager shall furnish to Owner three complete sets of manuals and applicable operating instructions as referenced in technical specifications.
2. Unless otherwise specified, manuals to be bound in 3-ring binder with contents clearly indicated on outside cover.

D. Endorsement:

1. Construction Manager shall sign each final record drawing and the cover of the record specifications and shall note thereon that deviations and annotations are complete and accurate.

2. The Construction Manager shall provide a signed and notarized affidavit indicating that no asbestos containing materials were used or installed during the course of construction as a condition precedent to Final Acceptance.

E. Fixed Asset Equipment and Fixture Information:

1. Construction Manager shall provide the Owner with a list (in electronic format and hard copy) of each piece of equipment having an individual value greater than \$500.00 prior to Final Acceptance. The list shall include, at a minimum; a) the name, make and model number, b) the quantity installed, and 3) the value of the equipment.

GC 67 MEASUREMENT OF AND PAYMENT FOR WORK

67.1 Estimates and all support data shall be prepared by Construction Manager and submitted in writing for Owner's approval on or about the end of each month covering the amount and value of work satisfactorily performed by Construction Manager up to the date of such estimate. Such estimates shall be based on the construction schedule completed activity cost, as approved, and may be confirmed by actual measurement of the work in place. Estimates shall be based on cumulative total quantities of work performed. Estimates may include materials or equipment not incorporated into the work provided the requirements set forth below are met. A format for such estimates shall be determined by the Owner according to type of Contract work and shall be agreed upon prior to, or no later than, application for the first progress payment.

The quantity of work to be paid for under any item for which a unit price is fixed in the Contract shall be the amount or number, approved by Owner, of units of work satisfactorily completed with the Contract and computed in accordance with applicable measurement for payment provisions of the Contract.

67.2 Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided such materials meet the requirements of this Contract, plans, and specifications and are delivered to acceptable locations at the Project Site or to other sites in Palm Beach County that are acceptable to the Owner (bonded warehouse). Such material must be stored in a secure manner, acceptable to the Owner, and in accordance with any manufacturer's recommendations.

67.3 Delivered cost of such stored or stockpiled materials may be included in any subsequent payment request once the Construction Manager meets the following conditions:

1. An applicable purchase order or supplier's invoice is provided listing the materials in detail, cost of materials and identifying this specific contract, by name.
2. The material is insured against loss or damage (from whatever source) or disappearance prior to incorporation into the work.

3. Once any stored material is paid for by Owner, it shall not be removed from the designated storage area except for incorporation into the work.
4. Evidence that Construction Manager has verified quantity and quality of materials delivered (verified packing list).

67.5 It is further agreed between the parties that the transfer of title and the Owner's payment for any stored or stockpiled materials pursuant to this General Condition shall in no way relieve the Construction Manager of the responsibility of ensuring the correctness of those materials and for furnishing and placing such materials in accordance with the requirements of this contract, plans and specifications.

67.6 Construction Manager shall make all surveys necessary for determining all quantities of work to be paid for under the Contract. Copies of field notes, computations, and other records made by Construction Manager for the purpose of determining quantities shall be furnished to Owner upon request. Construction Manager shall notify Owner prior to the time such surveys are made. Owner, at its discretion, may arrange to have its representative witness and verify all surveys made by Construction Manager for determining quantities of work to be paid for under the Contract. Measurements and computations shall be made by such methods as Owner may consider appropriate for the class of work measured.

67.7 The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the Specifications, shall be determined by Owner.

67.8 No payments of invoices (or portions thereof) shall at anytime constitute approval or acceptance of the work under this Contract, nor be a waiver by Owner of any of the terms contained herein.

GC 68 PROGRESS PAYMENT PROCEDURES

68.1 The Construction Manager shall prepare a schedule of values by phases of work to show a breakdown of the Contract Sum corresponding to the payment request breakdown and progress schedule line items. The schedule of values must also show dollar value for each unit of work scheduled. Change Orders shall be added as separate line items. The schedule of values shall be submitted to the Owner and Architect/Engineer of Record for review and approval prior to "Commencement of Work."

68.2 The Construction Manager will prepare and submit three (3) original copies of monthly invoices for work completed during the one month period. Pay Applications shall be submitted in the format of the sample form given to the Construction Manager at the Pre-Construction meeting. All information must be completed for the pay application to be accepted. Owner's account number(s) for the project will be given at the Pre-Construction meeting and will be placed at the top right hand corner of each application. These payment applications will be reviewed by all parties in attendance at the monthly pay application meetings. Prior to formal submission of the Application the Construction Manager shall submit a rough draft plus two

extra copies for the Owner and Architect/Engineer of Record to review. Submit final approved copies (3) to: the Architect/Engineer of Record, whose approval is required prior to submission to the Owner.

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). Retainage, in the amount of 10%, will be withheld on the calculated value of any work, with the exception of stored materials which may be paid at the supplier's invoiced cost. At Construction Manager's request, after 50% completion of the work has been achieved, the Owner will implement a reduction in retainage to 5% of all future pay requests. When retainage is reduced, Construction Manager may withhold more than 5% retainage from subcontractors or suppliers only when done in accordance with the provisions of the Local Government Prompt Payment Act, may not request such withheld funds from the County, and will be required to certify compliance with F.S. 218.70 *et seq* on each subsequent pay application. Notwithstanding the foregoing, in no instance can the amount retained be less than the value of Owner's good faith claims plus the value of the work the Owner determines remains to be put in place or required to be performed as remedial activities. For the purposes of this section, 50% completion shall be that point in time when A/E determines that half of the Work required by the Contract has been completed. In no event shall the Work be determined to be 50% complete before the County has paid 50% of the Contract amount and 50% of the Contract time has expired.

68.4 Each application for payment shall be accompanied by the following:

1. A notarized "Affidavit of Disbursement of Previous Periodic Payments to subcontractors" from the Construction Manager for the portion of work up to the date of that particular pay application.
2. SBE-M/WBE Construction Activity Report (Schedule 4).
3. SBE-M/WBE Payment Certification (Schedule 5).
4. An Owner approved construction schedule update

68.5 Copies of Schedules 4 and 5 will be available at the Pre-Construction meeting.

68.6 If one or more "Notice of Non-Payment" is received by the Owner, no further payments will be approved until non-payment(s) have been satisfied and a "Release of Claim" for each "Notice" has been submitted to the Owner. Upon request, Construction Manager shall furnish acceptable evidence that all such claims or liens have been satisfied. On bonded projects only, the Owner may allow, with consent of Surety and indemnification of the County against any claims, payment for work which there is an outstanding Notice of Non-Payment.

68.7 Any amount otherwise payable under the Contract may be withheld, in whole or in part if:

1. Any claims are made against Construction Manager by Owner or third parties, or

- if reasonable evidence indicates the probability of the make of any such claim; or
- 2. Construction Manager is in default of any Contract condition; or
- 3. There is reasonable doubt that this Contract can be completed within the time specified or for the balance then unpaid.
- 4. Defective work or material is not remedied;
- 5. Construction Manager persistently fails to carry out the work in accordance with the Contract Documents;
- 6. Construction Manager fails to submit the information required by this Contract; or
- 7. Construction Manager fails to submit an owner approved updated Schedule with each Application for Payment.

68.8 If claims or liens filed against Construction Manager or property of Owner connected with performance under this Contract are not promptly removed by Construction Manager after receipt of written notice from Owner to do so, Owner may remove such claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Construction Manager. If the amount of such withheld payments or other monies due Construction Manager under the Contract is insufficient to meet such cost, or if any claim or lien against Construction Manager is discharged by Owner after final payment is made, Construction Manager and its surety or sureties shall promptly pay Owner all costs (including attorney's fees) incurred thereby regardless of when such claim or lien arose.

68.9 Following issuance, by the Architect/Engineer of Record, of a Certificate of Substantial Completion, Construction Manager may submit special payment request, provided the following have been completed:

- 1. Obtain permits, certificates of inspection and other approvals and releases by governing authorities, required for the Owner's occupancy and use of the project.
- 2. Complete final cleaning of the Work.
- 3. Submit record documents (record drawings).
- 4. Submit listing of work to be completed before final acceptance.
- 5. Settle liens and other claims.
- 6. Obtain Consent of Surety for partial release of retainage.
- 7. Settle Liquidated Damages due to Owner, if any.

68.10 Upon receipt by Owner of Construction Manager's written Notice of Final Completion of its work under this Contract, in accordance with GC 72, Owner shall verify all work has been completed on the project. When all work has been verified as complete, and the Construction Manager completes and submits the items listed below, the Construction Manager may submit a final invoice.

- 1. Complete all work listed on the punch list prepared in accordance with GC 71 and obtain Architect/Engineer certification of completed Work.
- 2. Submit proof of payment on fees, taxes or similar obligations.
- 3. Transfer operational, access, security and similar provisions to Owner; remove temporary facilities, tools and similar items.
- 4. Obtain Consent of Surety for final payment and/or partial release of retainage.

5. All information required by GC 66.
6. Obtain certification of as-built (record) drawings from Architect/Engineer of Record.

GC 69 USE OF COMPLETED PORTIONS OF WORK

69.1 Whenever, as determined by Owner, any portion of work performed by Construction Manager is in a condition suitable for use, Owner may initiate certificate of Substantial Completion (Partial Utilization) for that portion and take possession of or use such portion. Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its responsibilities under the Contract, nor act as a Waiver by Owner of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this contract.

69.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

69.3 Construction Manager shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Construction Manager's written request is granted for the use of certain equipment, Construction Manager shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner. If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Construction Manager and shall be considered Construction Manager's employee for all purposes other than the payment of such operator's wages, workmen's compensation or other benefits paid directly or indirectly by Owner.

GC 70 NOT USED

GC 71 SUBSTANTIAL COMPLETION:

71.1 Substantial Completion shall occur whenever, as determined by County, any portion of work performed by Construction Manager is in a condition suitable for use, and County may issue a certificate of Substantial Completion for that portion and take possession of or use such portion. Such use by County shall in no case be construed as constituting final acceptance, and shall neither relieve Construction Manager of any of its warranty responsibilities under the Contract, nor act as a Waiver by County of any of the conditions thereof, provided, that Construction Manager shall not be liable for the cost of repairs, rework, or renewals which may

be required during to ordinary wear and ter, abuse, improper maintenance or loss resulting from such use. However, if such use increases the cost of delays the completion of remaining portions of work. Construction Manager shall be entitled to an equitable adjustment in its compensation and/or schedule under this contract.

71.2 If, as a result of Construction Manager's failure to comply with the provisions of the Contract, such uses proves to be unsatisfactory to County, County shall have the right to continue such use until such portion of work can, without injury to County, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

71.3 The date of Substantial Completion is the date established by the Architect or Engineer (A/E) and approved by the Owner when the project is sufficiently complete to permit the Owner to use it for its intended purpose and the Items listed in paragraph 71.6 are complete.

71.4 The Construction Manager shall notify the A/E in writing when the Construction Manager considers the Project Substantially Complete and attach a comprehensive list of incomplete work and items needing correction with dates indicating when the items listed will be completed.

71.5 Once the A/E has received notice from the Construction Manager, the A/E will promptly inspect the work. The A/E may refuse to inspect the Work if the Work is obviously not substantially complete or when the Construction Manager's list is not complete.

71.6 The following items shall be completed prior to a request by the Construction Manager for inspection for Substantial Completion.

1. Certificate of Occupancy or Certificate of Completion, as applicable, shall be obtained from the proper Building Official.
2. All general construction completed.
3. All mechanical and electrical work complete, equipment and fixtures in place, connected, cleaned and ready for use.
4. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
5. All painting shall be completed; all signs installed.
6. All project components including floors, glass and metal work shall be cleaned.
7. All finish hardware shall be installed, and all doors shall be in good working order. All keys and blanks shall have been provided.

8. Project site shall be cleared of the Construction Manager's excess equipment, storage shacks, trailers, and/or building supplies. All temporary construction shall be removed.
9. All mechanical and electrical systems including Fire Alarm and Security, shall be complete, fully functional, and demonstrated to the Owner. The Fire Alarm system must be 100% complete without exception.
10. All operations and maintenance manuals for all equipment shall have been submitted.
11. Manufacturers' certifications and warranties shall be delivered to Owner.
12. All operations and maintenance training related literature, software and back-up disks shall have been provided. A video tape of the training shall be provided.
13. All required spare parts as well as any special tools shall have been provided.
14. All HVAC testing and balancing reports shall have been submitted and accepted by Owner.
15. The project record drawings and specifications shall be submitted in accordance with GC 66.

71.5 If Substantial Completion is not obtained at the inspection, called by the Construction Manager, for reasons which are the fault of the Construction Manager, the cost of any subsequent inspections requested by the Construction Manager for the purpose of determining Substantial Completion shall be the responsibility of the Construction Manager and shall be assessed against the final payment application.

71.6 Once Substantial Completion is achieved and within the time allowed by F.S. 218.70 *et seq.*, A/E and/or Owner will prepare the punch list required by the Local Government Prompt Payment Act. The punch list items shall be corrected by the Construction Manager within 30 calendar days and prior to any request for Final Inspection and Acceptance.

GC 72 FINAL INSPECTION AND ACCEPTANCE

72.1 When the Construction Manager considers that all work under the Contract is complete as previously referenced in GC 71, Construction Manager shall so inform Owner and A/E in writing. In addition, when items on the punch list as recorded at the Substantial Completion inspection have been corrected and the Owner is satisfied that all work under the Contract is completed and is in accordance with the requirements of this Contract, Owner shall notify Construction Manager in writing of final acceptance of its work under this Contract.

72.2 The Owner will make final payment to the Construction Manager of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of

the Contract Documents, including the following items, for which a Change Order will be issued:

1. Liquidated Damages, as applicable.
2. At the discretion of the Owner, one and one-half times the value of outstanding items, corrective Work, and incomplete punch list. All such Work shall be completed or corrected to the satisfaction of the Owner within the time stated on the Certificate of Substantial Completion, or on the "final punch list", or any other "punch list", otherwise the Construction Manager does hereby waive any and all claims to all monies withheld by the Owner to cover the value of all such uncompleted or uncorrected items.

72.3 Neither final acceptance of the Work, nor payment therefor, nor any provision of the Contract Documents shall relieve the Construction Manager of responsibility for defective or deficient materials or work. If, within one (1) year or as provided for elsewhere in the General Conditions or technical specifications after Substantial Completion, any of the Work is found to be defective, deficient or not in accordance with the Contract Documents, the Construction Manager shall correct, remove and replace it promptly after receipt of a written notice from the Owner and correct and pay for any damage to other Work resulting in therefrom.

GC 73 DISPOSAL OF MATERIAL OUTSIDE PROJECT LIMITS

73.1 The Construction Manager shall make his own arrangements for disposal of materials outside the project limits and he shall pay all costs involved. The Owner reserves the right to retain any salvage material or equipment scheduled for removal. Should the Owner elect to retain salvaged materials or equipment, the Construction Manager will provide appropriate on-site storage and protection. The Owner will be responsible for transporting from the site any materials or equipment it has elected to retain. Off-site disposal of any items not retained by the Owner shall be the responsibility of the Construction Manager.

73.2 When any material is to be disposed of outside the project limits, the Construction Manager shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file in writing with the Owner said permit or the certified copy thereof together with a written release from the property owner absolving the agency of any and all responsibility in connection with the disposal of material on said property.

73.3 When material is disposed of as above provided and the disposal location is visible from the project, the Construction Manager shall dispose of the material in a neat and uniform manner to the satisfaction of the Owner.

GC 74 IDENTITY OF INTEREST WITH SUBCONTRACTOR'S/SUPPLIERS

74.1 The Construction Manager represents to the Owner that neither the Construction Manager, nor any officer, director, partner or shareholder who holds ten percent (10%) or more of the outstanding stock of the Construction Manager, has any financial interest in, or as an officer, director, partner or ten percent (10%) plus shareholder of any firm, person or entity which has been or may be contracted with to furnish labor, material, equipment or professional services in connection with the construction or the Project. Construction Manager agrees to give written notification and obtain the approval of the Owner before entering into any Contract on this

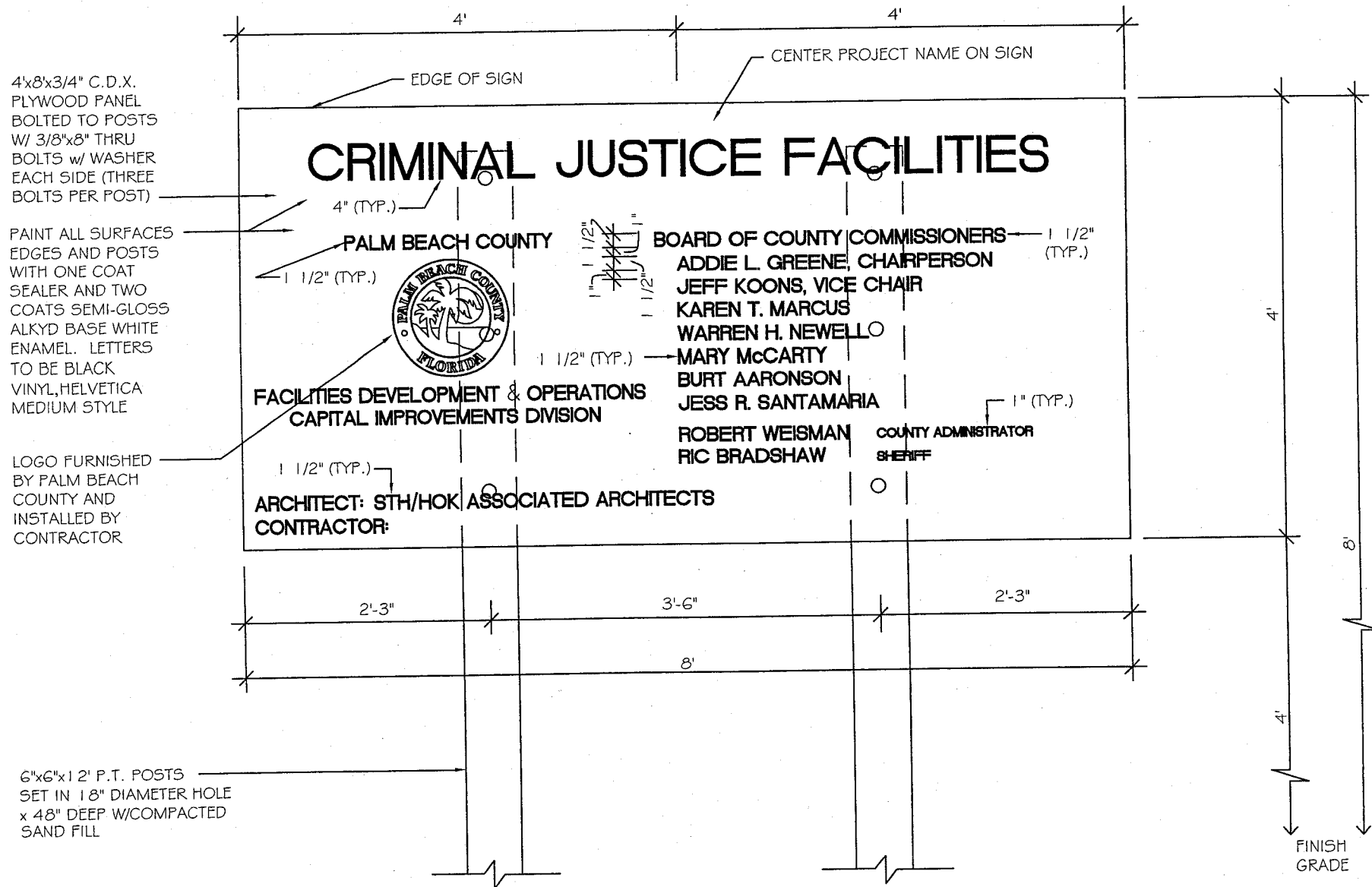
Project with any subcontractor or materialman where there exists any identity of interest.

GC 75 CLEANING UP

75.1 Construction Manager shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the work, Construction Manager shall, within 48 hours, remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work.

GC 76 PROJECT SIGNS

76.1 Construction Manager, shall construct a project job sign as indicated and described on Site Sign Detail. Construction Manager shall coordinate location of sign with Owner's representative and install within 21 days after Owner's issuance of "Notice to Proceed". Any deletion/addition of lettering during the life of the project will be at the Construction Manager's expense. Construction Manager will remove and properly dispose of sign at final acceptance of project. With the exception of the right reserved by the Owner to erect a sign in connection with the project and unless otherwise provided in the Contract Documents, Construction Manager shall not display or permit to be displayed on or about the project, any sign, trademark, poster or other advertising or identifying device, without prior written approval of Owner.



SITE SIGN DETAIL

SCALE 3/4"=1'-0"

11/30/06

NO OTHER COMPANY SIGN ALLOWED ON SITE

NOTE: "NOT RELEASED FOR CONSTRUCTION - CONFIRM NAMES WITH OWNER PRIOR TO FABRICATION"

APPENDIX A

Request for Information
Field Instruction
Field Bulletin
Construction Change Proposal
Change Order
Construction Change Directive
Submittal Transmittal
Deficiency Report
Non-Conformance Report
Contractor's Daily Report
Substitution Request
Application for Payment
SBE-M/WBE Schedule 3
SBE-M/WBE Schedule 4
Contingency Use Directive

SPECIAL CONDITIONS TABLE OF CONTENTS

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SC 1 SPECIAL CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of this Contract. Where any paragraph or subparagraph is modified or deleted by these supplements, the unaltered provision of that paragraph, subparagraph or clause shall remain in effect.

SC 2 PROJECT TEAM

Key members of the Project Team as referenced in the specifications are defined as follows:

1. Owner: Palm Beach County Board of County Commissioners.
2. Program Manager: Heery International, Inc.
3. Architect/Engineer: STH/HOK
4. User: PBSO
5. Owner's Project Representative: Mike McPherson, Project Manager
6. Governmental and Regulatory agencies having jurisdiction over this project include: Palm Beach County PZ&B
7. Utility companies providing service to the project include Florida Power & Light(Electrical), Bell South (Telephone) and Solid Waste Authority (Refuse).

SC 3 LOCATION OF WORK

West County Detention Facilities, Stockade, Main Detention, and others TBD.

SC 4 WORK CONSTRAINTS

4.1 Normal allowable project Work Hours are from 6:00am to 6:00pm Monday thru Friday. Requests by the Contractor to work outside this time frame including weekend and Holiday work shall be made to the Program Manager and County at least 3 work days prior to the requested work time change.

4.2 The Construction Manager acknowledges that the County has leased the real property in West County, that the improvements are to be made, and that the work is subject to the approved Management Plan and the lease terms. Included within the GMP Amendment are all costs associated with complying with the Management Plan.

Any worker accessing a security area will require a PBSO security check.

SC 5 FIELD OFFICE

Construction Manager shall within thirty (30) calendar days after the written Notice to Proceed, provide for the Owners/Program Managers/Design Professional's use at the site, acceptable to the Owner, office space with telephone service, for use in reviewing drawings, administering paperwork, and conducting progress meetings.

SC 6 CONCURRENT WORK

The following work, under separate Contract to the Owner, is anticipated to occur during the contractual time frames of the project:

1. Installation of Electrical Primary Service by Florida Power & Light.
2. Installation of Telephone Service by BellSouth and by Contractor to be selected by the Owner.
3. Installation of Data/Communication wiring by Contractor to be selected by Owner.

The foregoing in no way limits the Owner's rights to execute additional work on the site under separate contract.

SC 7 PESTICIDES AND HERBICIDES APPLICATION

Provide evidence to Owner of proper certification of applicators of pesticides or herbicides prior to the application of those products on County property.

SC 8 NPDES PERMIT FOR STORM WATER DISCHARGE

On projects where construction activities disturb one acre of land or more, the Construction Manager will be required to comply with the County's NPDES General Permit which includes implementation of a storm water pollution prevention plan (SWPPP) during construction.

SC 9 CRIMINAL HISTORY RECORDS CHECK

9.1 The Construction Manager shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if Contractor's employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R2003-1274. The Contractor acknowledges and agrees that all employees and subcontractors who are to perform work in a critical facility will be subject to a fingerprint based criminal history check.

9.2 Prior to commencement of work within a critical facility, the Contractor shall make arrangements through the County's Electronic Services and Security Division/Access Section for its employees and those of its subcontractors to have finger print based criminal history record checks performed. Those employees clear of disqualifying offenses will be granted an ID badge which must be worn at all times. A list of disqualifying offenses is available upon request. Any person found to have a disqualifying criminal offense will be denied unescorted access to the project. The Contractor will be charged a nominal fee for lost cards.

9.3 Although County agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the Contractor shall be solely responsible for all direct and indirect costs associated with complying with Ordinance 2003-030.

9.4 PARKING

A. All parking at the Facility shall be in designated parking areas.

B. All parking lots are County Property. As such, the County reserves the right to search any vehicle parked there and any vehicle entering or leaving the facilities. This is a warrantless search; the County does not need a warrant to search a vehicle. Workers shall take personal responsibility to search their own vehicles to ensure no articles therein are declared contraband. Examples include written communications, money, tobacco products, intoxicants, drugs/controlled substances, firearms or weapons or anything not specifically authorized.

9.5 WORK WITHIN THE SECURITY PERIMETER AREA

A. Each Contractor and all of his workmen shall make their presence known to the Construction Manager each and every time they arrive on the job site. Reference general notes on badging requirements.

B. Each contractor working inside the secure perimeter will be required to have on their person a written tool inventory of all tools entering a secure area. This will be enforced as appropriate dependent on the specific operating conditions of the area. Any missing or unaccounted for tools or keys must be reported immediately to PBSO.

9.6 SECURITY RULES AND REGULATIONS.

A. The following rules and procedures will apply to all Contractors and their employees working at the Facility. All rules have been enacted for the purpose of protecting the public, controlling the inmate population, and for security of staff, inmates and visitors. All the rules and regulations are not listed in this Section. It is the responsibility of the Contractors to familiarize themselves with the rules and regulations.

1. On behalf of PBSO, the Facility extends cooperation to all Contractors and employees involved in projects with the County.

2. PBSO has been briefed on the goals and objectives of this project and, should questions and/or problems arise from rules and procedures, they shall contact one of its staff members as designated at the Preconstruction Meeting.

3. Because work within the Security Perimeter Area will take place in a jail facility actively housing an inmate population, the assistance provided has limitations. Contractors are obligated to abide by the standards of the United States' Constitutional issues and the laws of the State of Florida along with the rules, regulations, and procedures of PBSO. The rules and regulations take precedence if an emergency situation develops.

9.7 PERSONAL SEARCH

A. All construction personnel entering the Secure Perimeter will be required to submit to a personal search which may be conducted electronically or "hands on" by the officer on duty. If there is reason to suspect that a person is attempting to bring contraband into the facility, that person will be denied access to the facility.

B. All Contractor/Employee vehicles, tools, and equipment brought onto County property are subject to search at any time for alcohol and other listed contraband.

9.8 INTOXICANTS

A. No drinking allowed prior to entering County property, no drinking while on County property, and no intoxicants will be allowed in any workmen's possession. including his vehicle.

9.9 POSSESSION AND/OR USE OF DRUGS AND MEDICATION

A. Illicit drugs are prohibited. legal medications, when prescribed by a doctor, must be controlled. Any workman taking prescribed medications must bring in only dosage for that day and medication must be in the original prescription container. Any excess medication may be confiscated.

9.10 WEAPONS:

A. No weapons or items that can be readily converted to dangerous weapons or any parts thereof are permitted on County property.

9.11 CONTROL OF EQUIPMENT AND VEHICLES

A. Equipment shall be inventoried and accounted for at all times. When a piece of equipment is not in use, it shall be properly secured and stored. A list of equipment stored within the Secure Perimeter Area shall be submitted to the Superintendent for approval.

B. Contractor/Employee vehicles shall have windows rolled up and doors locked when parked on County property.

9.12 GUESTS

A. No guests are authorized on County property unless properly cleared by the Superintendent. Unauthorized guests will be escorted from the facility.

9.13 ESCAPE PREVENTION

A. It is the duty and responsibility of all persons to prevent escape. Escape is deemed to be a continuing activity commencing with the conception of the design to escape and continuing until the escapee is returned to custody or the attempt to escape is thwarted or abandoned, "Assist" includes any activity characterized as "rendering assistance". Any activity not mentioned herein regarding escape or aiding and abetting are applicable. Simply stated, if any workman becomes aware of or has reason to believe an escape attempt is being planned or is imminent, the obligation to report such information to the proper PBSO authorities (any staff member) is incurred. Improper handling and storage of equipment such as ladders, ropes, etc. may contribute to escape.

9.14 DISTURBANCES

A. In the event of a disturbance in the facility, all work activity will cease until control is re-established. Contractors and workmen will be given specific instructions by the staff member on duty. Follow instructions promptly to insure the safety of all persons in the facility.

B. PBSO Corrections has Emergency Plans that can be implemented at any time to cover any contingencies. Once an Emergency Plan is implemented, it takes precedence over all other activities.

9.15 MANDATORY OBEDIENCE TO ORDERS

A. It is expected that all workmen will mandatorily follow the orders of the PBSO staff on duty. Often times a situation may be developing that an "Outsider" does not perceive what staff will. The "view" of the staff is based upon experience and training and cannot be taken lightly.

9.16 GIFTS FROM AND TO INMATES

A. Prohibited.

9.17 CAMERAS AND VIDEO RECORDINGS

A. Cameras are not permitted within the Secure Perimeter Area and any photos specifically by the County authorized (such as those of work progression) must not include any inmates in the photos.

9.18 UNAUTHORIZED DEALINGS WITH INMATES

A. No activity will be conducted for any inmate that would be in violation of facility rules. Examples include: Purchasing an item to bring in to an inmate; taking items such as letters, etc. out of the facility to be delivered or mailed; and making phone calls for an inmate to people on the streets. There is absolutely no reason to take anything in or out of the facility on behalf of any inmate.

9.19 PROPER IDENTIFICATION (ID)

A. Subject to a security clearance, each workman will be issued an ID badge. Control of this ID is the responsibility of the workman. At the beginning of each work day, Contractor's employees will be required to show their badge for access to the site. This badge will be worn at all times while in the facility. The ID badge will also be required for clearance to leave the facility at any time.

9.20 VIOLATIONS OF RULES AND REGULATIONS

A. Violations of the rules and regulations of the facility, Palm Beach County and laws of the State of Florida will be dealt with and governed by those rules and laws.

B. Felony violations will be prosecuted.

9.21 STAGING AREAS

A. The Contractor's Staging Areas have been designated in the documents. All vehicles, tools and equipment will be stored in the designated staging areas.

9.22 SELF PROPELLED EQUIPMENT

A. All self-propelled equipment to be left on the site will be parked at the designated staging areas and outside the Secure Perimeter Area at the end of each workday. All vehicles and lockable equipment must be secured and locked. At no time is an unattended vehicle to have ignition keys left in the vehicle.

9.23 DECLARATION OF CONTRABAND

A. Any person convicted of violating the contraband requirements of this condition will be guilty of a felony of the third degree. Contraband is defined as written communications, money, tobacco products, intoxicants, drugs/controlled substances, firearms or weapons or anything not specifically authorized. In addition, the following items are prohibited for security purposes, ammunition, explosives, chemical agents, matches, lighters, cameras, recording devices and cell phones, unless specifically authorized. In addition, the County and PBSO may enact additional rules which prohibit items within 200' of the Secure Perimeter Area and upon notification of the Contractor.

9.24 SITE SECURITY MANAGEMENT PLAN

The Contractor shall be required to submit, and have a approved, a Site Security Management Plan prior to commencement of construction which specifically demonstrates the procedures by which the Contractor will comply with all security rules of the Owner and PBSO.

The Site Security Management Plan shall require each and every person on the work site to attend Security Orientation class prior to commencing any work on the job and describe how the Contractor will ensure each worker will be processed through Security Orientation.

The Site Security Management Plan shall provide for a monthly forum for PBSO to deliver refresher, updated and/or changed security requirements if determined necessary by PBSO.

9.25 USE/PRESENCE OF INMATES ON WORK RELEASE

A. No inmate labor (work release) will be used by the Construction Manager without the specific approval of PBSO. PBSO will review specific and individual requests which include the inmates personal information, the type, type, location and duration of work. The denial of an application on behalf of any work release inmate shall not be the cause of any claim for additional compensation or time by the Construction Manager.

SC 10 TAXES

Construction Manager shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. Construction Manager herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

10.1 County Furnished Materials

10.1.1 The Construction Manager shall include Florida State Sales and other applicable taxes in his bid for material, supplies, and equipment. The Owner, being exempt from sales tax, reserves the right to make direct purchases of various construction materials included in the Construction Managers bid and/or contract.

County reserves the right to require Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "County-Furnished Materials" and the responsibilities of both County and Construction Manager relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist.

10.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the County, price and other factors considered.

The Construction Manager shall include the price for all construction materials in his bid. County-purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

10.1.3 To enable the County to realize savings of Sales Tax on selected tangible personal property needed for this Project, the Construction Manager will provide to the County a list of all intended suppliers, vendors, and materialmen for consideration as County-Purchased Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the County. The County will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

10.1.4 Construction Manager shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Construction Manager for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Construction Manager shall prepare Purchasing Requisition Request Forms which shall, in form and detail be acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

- a. the name, address, telephone number and contact person for the material supplier
- b. manufacturer or brand, model of specification number of the item
- c. quantity needed as estimated by Construction Manager
- d. the price quoted by the supplier for the materials identified therein
- e. any sales tax associated with such quote
- f. shipping and handling insurance cost
- g. 100% Performance Bond cost
- h. delivery dates as established by Construction Manager
- I. any reduction in Construction Manager's cost for both the Payment Bond and the Performance Bond
- j. detail concerning bonds or letters of credit provided by the supplier if included in his proposal

Construction Manager shall include copies of vendors' quotations, and specifically reference any terms and conditions which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

10.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, will be approved by the Palm Beach County Board of Commissioners before implementation of this program.

After receipt of the Purchasing Requisition Request Form, County shall prepare County Purchase Orders (hereinafter Purchase Orders) for items of material which the County chooses to purchase directly. Alternately, the Construction Manager may prepare the Purchase Orders for the County's signature in lieu of the Purchasing Requisition Request Form. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County- Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager in the Purchasing Requisition Request Form. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

10.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the County one or more deductive Change Orders, in accordance with General Conditions (GC 65 Changes) referencing the full value of all

County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County-Furnished Materials. The Director of Facilities Development & Operations or his/her authorized representative shall be the approving authority for the County on deductible Change Orders in conjunction with County-Furnished Materials.

10.1.7 All shop drawings and submittals shall be made in accordance with GC 45, Construction Manager Furnished Drawings, Data & Samples, of the General Conditions.

10.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the Owner due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

10.1.9 As County-Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of County-Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or Project Manager may require. The Construction Manager will then forward the invoice to the County through the Project Manager for payment.

10.1.10 The Construction Manager shall insure that County-Furnished Materials conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or non-conformities in County-Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Construction Manager fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming County-Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to County resulting from Construction Manager's incorporation of such materials into the Project, including liquidated or delay damages.

10.1.11 The Construction Manager shall maintain records of all County-Furnished Materials incorporated into the Work from the stock of County-Furnished Materials in its possession. The Construction Manager shall account monthly to the County through the Project Manager for any County-Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

10.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or subcontractor.

10.1.13 Notwithstanding the transfer of County-Furnished Materials by the County to the Construction Manager's possession, the County shall retain legal and equitable title to any and all County-Furnished Materials.

10.1.14 The transfer of possession of County-Furnished Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager. The County shall be considered the bailor and the Construction Manager the bailee of the County-Furnished Materials. County-Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.

10.1.15 The County shall purchase and maintain Builders Risk insurance sufficient to protect against any loss of or damage to County-Furnished Materials. Such insurance shall cover the full value of any County-Furnished Materials not yet incorporated into the Project during the period between the time the County first takes title to any such County-Furnished Materials and the time when the last of such County-Furnished Materials is incorporated into the Project or consumed in the process of completing the Project.

10.1.16 The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County-Furnished Materials.

10.1.17 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of County-Furnished Materials delivered to the project sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the site and any defects in such materials.

10.1.18 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the

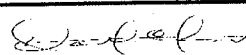
supplier. The Construction Manager agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

10.1.19 At the end of the project, Construction Manager will be provided with a deductive Change Order for the costs incurred by County to provide all County-Furnished Materials overruns and will be credited with an additive Change Order representing the value, less applicable sales taxes, of all County-Furnished Material underruns which were not ordered and paid for by the County. Salvage materials shall be stored or removed from the site by the Construction Manager at the County's direction, or may be turned over to the Construction Manager for salvage or disposal at the Construction Manager's option.

10.1.20 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.

10.1.21 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the Owner and the Project Manager. If the supply bond is required the cost of the bond will be added to the amount of the purchase order.

The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 12/01/2006			
PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
PHONE-(866) 283-7122 FAX-(847) 953-5390		INSURERS AFFORDING COVERAGE		NAIC #			
INSURED Moss & Associates LLC 2101 N. Andrews Avenue Suite 300 Wilton Manors FL 33311 USA		INSURER A: American International Specialty Lines		26883			
		INSURER B: Zurich American Ins Co		16535			
		INSURER C: American Guarantee & Liability Ins Co		26247			
		INSURER D:					
		INSURER E:					
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR XCU is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CPO 5918171-00	01/01/06	01/01/07	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded - \$1,000 <input checked="" type="checkbox"/> Coll Ded - \$1,000	BAP 5918170-00	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	7412356	01/01/06	01/01/07	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC591944000	04/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE-EA EMPLOYEE	\$500,000
						E.L. DISEASE-POLICY LIMIT	\$500,000
		OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
RE: Palm Beach County Criminal Justice Facility. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are listed as Additional Insured with respect to the General Liability policy where required by written contract. A Waiver of Subrogation is granted in favor of Palm Beach County on the							
CERTIFICATE HOLDER			CANCELLATION				
Palm Beach County c/o Capital Improvements Division 3200 Belvedere Road, Building 1169 West Palm Beach, FL 33406 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.				
			AUTHORIZED REPRESENTATIVE				
ACORD 25 (2001/08)			ACORD CORPORATION 1988				

Holder Identifier :

Certificate No : 570020277277

Attachment to ACORD Certificate for Moss & Associates LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Moss & Associates LLC
2101 N. Andrews Avenue
Suite 300
Wilton Manors FL 33311 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability policy.

PALM BEACH COUNTY
Jail Expansion Program 2
West County Detention Facility
Belle Glade - Florida

PRECONSTRUCTION SERVICES : ESTIMATE FOR COST OF SERVICES

Note : Costs shown below are for PreConstruction Services only and do not include any Construction Activity Related Costs

Dec-2006				Jan-07				Feb-07				Mar-07				Apr-07				May-07			
MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5				MONTH 6			
DELIVERABLE				PROGRESS				DELIVERABLE				PROGRESS				PROGRESS				PROGRESS			
CONCEPTUAL				MEETINGS &				SCHEMATIC				MEETINGS &				MEETINGS &				MEETINGS &			
ESTIMATE				FOLLOW-UP				ESTIMATE				FOLLOW-UP				FOLLOW-UP				FOLLOW-UP			
Drawing Review				0	Sr.	\$	720					0	Sr.	\$	720								
Project Gross Square Footage Take-off				0	Jr.	\$	400					0	Jr.	\$	400								
Meetings & Estimate Production																							
EVP					EVP	\$	720	\$	2,800		EVP	\$	720	\$	2,800	\$	2,800	\$	2,800	\$	2,800		
VP					VP	\$	1,440	\$	5,600		VP	\$	1,440	\$	5,600	\$	5,600	\$	5,600	\$	5,600		
PM					PM	\$	1,080	\$	720		PM	\$	2,160	\$	720	\$	720	\$	720	\$	720		
Chief Est.					Chief	\$	4,200	\$	1,400		Chief	\$	4,200	\$	1,400	\$	1,400	\$	1,400	\$	1,400		
Sr. Est. - LEAD EST.					Sr.	\$	8,400	\$	1,800		Sr.	\$	8,400	\$	1,800	\$	1,800	\$	1,800	\$	1,800		
SubContractor Qualification / Bidding																							
Drawing & Spec. Reproduction Costs - Allowance				\$	92,800	1	LS	\$	480					1	LS	\$	3,000						
Distribution Costs - Allowance				\$	3,420									0	Sr.	\$	720						
Scheduler												1	LS	\$	600								
Admin. & Misc.																							
2.1 Building Demolition - Selective				0	Sr.	\$	720					10	Sr.	\$	1,440								
2.2 Demo Existing Fence				2	Sr.	\$	180					2	Sr.	\$	180								
2.3 Security Fencing & Gates				1	Sr.	\$	90					1	Sr.	\$	90								
2.4 Beg. Cages				1	Sr.	\$	90					1	Sr.	\$	90								
2.5 Dewatering				3	Sr.	\$	270					6	Sr.	\$	540								
2.6 Earthwork				3	Sr.	\$	270					6	Sr.	\$	540								
2.7 Site Demo. & Site Utilities & Survey				3	Sr.	\$	270					0	Jr.	\$	-								
2.8 Augermonster				0	Jr.	\$	-					4	Jr.	\$	200								
2.9 Paving & Curbs				2	Jr.	\$	100					In above											
2.10 Pavement Markings & Signage				In above									4	Jr.	\$	200							
2.11 Site Concrete - Conc. Paving, Service Yard & Sidewalks				2	Jr.	\$	100					4	Jr.	\$	200								
2.12 Landscape & Irrigation				2	Jr.	\$	100																
3.1 CIP Concrete Frame -				2	Sr.	\$	180					0	Sr.	\$	720								
Formwork & Concrete Material Quantification																							
3.2 Structural Precast Concrete				2	Sr.	\$	180					0	Sr.	\$	720								
3.3 Modular Precast Cells				2	Sr.	\$	180					0	Sr.	\$	720								
4.1 Unit Masonry				2	Jr.	\$	100					2	Jr.	\$	100								
5.1 Structural Steel				2	Sr.	\$	180					2	Sr.	\$	180								
5.2 Misc. Metals				4	Sr.	\$	360					0	Sr.	\$	720								
6.1 Misc. Rough Carpentry				1	Sr.	\$	90					1	Sr.	\$	90								
6.2 Unit Cabinets / Tops / Casework				2	Sr.	\$	180					4	Sr.	\$	360								
7.1 Waterproofing & Caulding				2	Jr.	\$	100					4	Jr.	\$	200								
7.2 Roofing & Sheet metal				2	Jr.	\$	100					4	Jr.	\$	200								
8.1 Non-Security Doors, Frames and Hardware				1	Jr.	\$	50					4	Jr.	\$	200								
8.2 Non Security Glass & Glazing				1	Jr.	\$	50					4	Jr.	\$	200								
8.3 Skylights				1	Jr.	\$	50					4	Jr.	\$	200								
8.4 Mirrors				1	Jr.	\$	50					4	Jr.	\$	200								
8.5 Overhead Doors & Grilles				1	Jr.	\$	50					4	Jr.	\$	200								
9.1 Stucco & Ext. Plaster				4	Jr.	\$	200					0	Jr.	\$	400								
9.2 Drywall & Int. Plaster (Walls & Ceilings)				2	Jr.	\$	100					4	Jr.	\$	200								
9.3 Ceramic & Quarry Tile				2	Jr.	\$	100					2	Jr.	\$	100								
9.4 Carpet				2	Jr.	\$	100					4	Jr.	\$	200								
9.5 Rubber Tile Flooring				1	Jr.	\$	50					4	Jr.	\$	200								
9.6 Resinous Flooring				1	Jr.	\$	50					2	Jr.	\$	100								
9.7 Acoustical Ceilings & Acoustical Wall Panels				2	Jr.	\$	100					4	Jr.	\$	200								
9.8 Painting & Floor Sealers				4	Jr.	\$	200																
10.1 Control Room - Specialty Items				1	Sr.	\$	90					4	Sr.	\$	360								
10.2 Signage - Allowance				1	Sr.	\$	90					1	Sr.	\$	90								
10.3 Metal Lockers				1	Sr.	\$	90					2	Sr.	\$	180								
10.4 Fire Extinguishers				1	Sr.	\$	90					2	Sr.	\$	180								
10.5 Wire Mesh Partitions				1	Sr.	\$	90					2	Sr.	\$	180								
10.6 Marker & Tack Boards				1	Sr.	\$	90					2	Sr.	\$	180								
10.7 Telet Accessories				1	Sr.	\$	90					2	Sr.	\$	180								
10.8 Misc. Specialties (Lockers, Mail Boxes, Storage Boxes)				1	Sr.	\$	90					2	Sr.	\$	180								
10.9 TV Brackets				1	Sr.	\$	90					2	Sr.	\$	180								
11.1 Equipment				2	Sr.	\$	180					4	Sr.	\$	360								
11.2 Laundry Equipment				1	Sr.	\$	90					1	Sr.	\$	90								
11.3 Loading Dock Equipment				2	Sr.	\$	180					2	Sr.	\$	180								
11.4 Athletic Equipment				2	Sr.	\$	180					2	Sr.	\$	180								
11.5 Food Service Equipment				2	Sr.	\$	180					2	Sr.	\$	180								
11.6 Health Equipment				2	Sr.	\$	180					2	Sr.	\$	180								
12.1 Window coverings @ Offices				1	Jr.	\$	50					1	Jr.	\$	50								
13.1 Pre-Engineered Metal Buildings				2	Sr.	\$	180					0	Sr.	\$	720								
14.1 Elevators				2	Jr.	\$	100					2	Jr.	\$	100								
15.1 Plumbing				4	Sr.	\$	360					4	Sr.	\$	360								
15.2 Fire Protection				2	Sr.	\$	180					12	Sr.	\$	1,080								
15.3 HVAC				3	Sr.	\$	270					0	Sr.	\$	720								
16.1 Electrical				4	Sr.	\$	360					0	Sr.	\$	720								
16.2 Security Electronics				4	Sr.	\$	360					0	Sr.	\$	720								
17.1 Security Hollow Metal & Hardware				1	Sr.	\$	90					2	Sr.	\$	180								
17.2 Security Glass				1	Sr.	\$	90					2	Sr.	\$	180								
17.3 Detention Equipment				2	Sr.	\$	180					4	Sr.	\$	360								
17.4 Day Room Tables - Material & Installation				1	Sr.	\$	90					1	Sr.	\$	90								
								\$	23,610					\$	38,150								
COST				\$	23,610	\$	12,120	\$	38,150	\$	12,120	\$	12,120	\$	12,120	\$	12,120						

Notes : Drawings / Specs. and Distribution Cost shall be an Allowance Expense

\$ 96,020

Allowance

MOSS

Updated : Dec. 4th, 2008

04-07

May-97

Feb 08

11-209

INCLUDES SUBCONTRACTOR INPUT ON MAJOR TRADE

INCLUDE SUBCONTRACTOR BID EVALUATION

TOTAL COST \$ 565,596

PALM BEACH COUNTY
Jail Expansion Program 2

West County Detention Facility
 Belle Glade - Florida

MOSS

Dec. 4, 2006

ESTIMATE to Support the Dwg. & Specification Reproduction Cost Allowance

	CONCEPTUAL ESTIMATE			SCHEMATIC ESTIMATE			D.D. Est. - 25% ESTIMATE			50% CD ESTIMATE			GMP PROPOSAL		
SPECS										60	Specs	\$ 1,200	130	Specs	\$ 2,600
DWGS	1	LS	\$ 450	1	LS	\$ 3,000	1	LS	\$ 8,000	60	Sets	\$ 20,400	130	Sets	\$ 58,150
Drawing & Spec. Reproduction Costs - Allowance	1	LS	\$ 450	1	LS	\$ 3,000	1	LS	\$ 8,000	60	Sets	\$ 20,400	130	Sets	\$ 60,750
										0.08	30,612 Sheets		0.08	91,161 Sheets	
										340	sheets per set		447	sheets per set	

ESTIMATE to Support the Dwg. & Specification REPRODUCTION Cost Allowance \$ 92,600

	CONCEPTUAL ESTIMATE			SCHEMATIC ESTIMATE			D.D. Est. - 25% ESTIMATE			50% CD ESTIMATE			GMP PROPOSAL		
Drawing Distribution Cost							1	LS	\$ 360	1	LS	\$ 900	1	LS	\$ 2,100

ESTIMATE to Support the Dwg. & Specification DISTRIBUTION Cost Allowance \$ 3,360

TOTAL ; Drawings / Specs. and Distribution Cost Allowance Expense \$ 95,960

Exhibit G pg 3/3

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: Criminal Justice Facilities PROJECT NO. 06213

NAME OF PRIME BIDDER: Moss & Associates, LLC

CONTACT PERSON: Ted Adams PHONE NO: 352 291-2940 FAX NO: 352 291-2945

BID OPENING DATE: N/A DEPARTMENT: FD&O

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)			Total	\$ _____	\$ _____	\$ _____	\$ _____

Total Bid Price \$ 565,596

Total Value of SBE Participation \$ 0

- Note:
- The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.