

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Contract for Construction Manager (CM) at Risk Services (Contract) for Facility System Improvements at the Palm Beach International Airport (PBI) with Moss & Associates LLC (Moss) for an initial term of two (2) years with three (3), one (1) year renewal options.

**Summary:** The Contract provides for preconstruction and construction services for facility system improvements at PBI. Services include procurement, project management and construction supervision services for assigned task/work orders. The Department of Airports (Department) issued Request for Proposals No. PB 24-6 (RFP PB 24-6) for two (2) contracts for CM at Risk Services for Facility System Improvements at PBI on June 24, 2024. The Selection Committee recommended the award of one (1) contract to The Morganti Group, Inc. (Morganti) and one (1) contract to Moss. Projects that may be assigned under the Contract include the PBI Elevator Modernization, PBI Switchgear Replacement Phase 2, PBI Air Handler Replacement Phase 2, and PBI Access Control System. The services provided under the Contract are task/work order based. The specific projects that will be assigned under the Contract will be determined at a later date and approved in accordance with PPM CW-F-050. Moss is based in Fort Lauderdale; however, the work will be directly managed by its southeast office in Palm Beach County. A Disadvantaged Business Enterprise (DBE) subcontracting goal of 11% was established for the Contract. Moss has committed to meeting the DBE goal and will be required to demonstrate its good faith efforts to achieve the established DBE goal for each task/work order assigned under the Contract. The contract with Morganti (R2025-0278) was approved by the Board of County Commissioners (BCC) at its March 11, 2025 meeting Countywide (AH)

**Background and Justification:** Five (5) submittals were received in response to RFP PB 24-6. Four (4) firms were shortlisted: Morganti, Hendrick Brother Construction CO., Inc., MOSS & Associates, LLC, and A^2 Group Inc. On November 21, 2024, the Selection Committee recommended one (1) of the two (2) contracts be awarded to Moss.

**Attachments:**

1. Contracts with Moss & Associates, LLC. three (3) originals
2. DBE Goal Information
3. Project Manual

Recommended By: 18 Diana Buba 4/2/25  
Department Director Date

Approved By: Donna I.egal Kelly 4/14/25  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

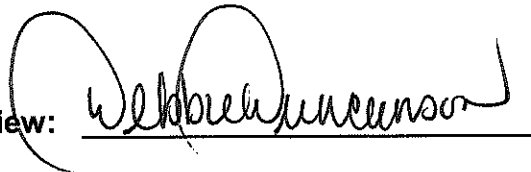
Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Does this item include the use of federal funds? Yes X No \_\_\_\_\_  
Does this item include the use of State funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

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

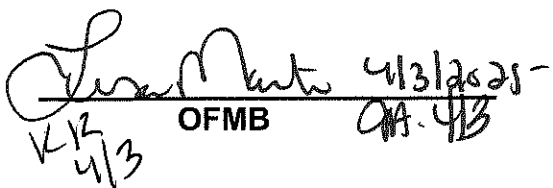
\*The fiscal impact of this item cannot be determined at this time. The fiscal impact will be addressed in future agenda items as specific task/work orders are awarded under the Contract.

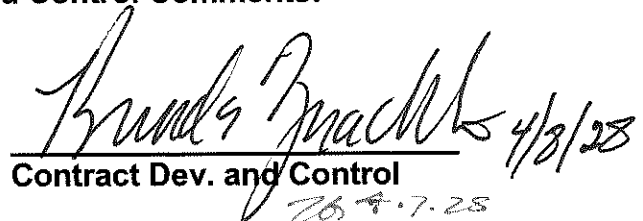
C. Departmental Fiscal Review:



## III. REVIEW COMMENTS

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

  
OFMB 4/13/25  
K12 4/13

  
Contract Dev. and Control 4/13/25  
2025.7.25

### B. Legal Sufficiency:

  
Assistant County Attorney 4-16-25

### C. Other Department Review:

\_\_\_\_\_  
Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

**DEPARTMENT OF AIRPORTS  
PALM BEACH COUNTY, FLORIDA**

**Board of County Commissioners**

Maria G. Marino, Mayor	District 1
Gregg K. Weiss	District 2
Joel Flores	District 3
Marci Woodward	District 4
Maria Sachs	District 5
Sara Baxter, Vice Mayor	District 6
Bobby Powell Jr.	District 7

**County Administrator**

Verdenia Baker

**Palm Beach County  
Department of Airports**

Laura Beebe, Director  
Gary M. Sypek, Sr. Deputy Director  
Cynthia M. Portnoy Deputy Director



**CONTRACT DOCUMENTS  
FOR  
Construction Manager at Risk Services  
Facility System Improvements  
AT  
PALM BEACH INTERNATIONAL AIRPORT**

PALM BEACH COUNTY  
WEST PALM BEACH, FLORIDA

"An Equal Opportunity - Affirmative Action Employer"

Palm Beach County Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470  
(561) 471-7400  
Fax: (561) 471-7427



*Palm Beach*  
INTERNATIONAL AIRPORT

February 2025

DOA PROJECT NUMBER: PB 24-6

**CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR  
CONSTRUCITON MANAGER AT RISK SERVICES (CMAR)  
FACILITY SYSTEM IMPROVEMENTS**

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## **CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES**

**This Contract for Construction Manager at Risk Services** (this "Contract") is between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Owner" or "County" and **Moss & Associates LLC.**, Federal Tax ID Number 73-1699834 hereinafter referred to as the "**Construction Manager**" or "CM".

### **WITNESSETH:**

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

### **PB 24-6 CM at Risk Services for Facility System Improvements Palm Beach International Airport**

And in accordance with the Contract Documents (as hereinafter defined) and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees 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, within the time limit specified in the Task Order/Work Order/ Amendment.

The parties agree that the Contract Documents shall consist of the following documents, which are hereby incorporated into this Contract by this reference:

- The Contract and any approved amendments (when executed);
- General Provisions to the Contract;
- Request for Proposals, Project No. PB 24-6 Facility System Improvements, as amended (hereinafter the "RFP"), and Construction Manager's Proposal;
- Guaranteed Maximum Price Amendments, Work Orders and Task Orders and any Change Orders thereto;
- Special Provisions for each Task Order/Work Order/Amendment;
- General Requirements
- Appendix A - Federal FAA/USDOT Contract Clauses
- Appendix B - State Contract
- Appendix C - DHS/FEMA Contract Clauses
- Appendix D - Other Federal Grants Contract Clauses
- Appendix E – CSPP if applicable to the Work Order/Amendment
- Public Construction Payment and Performance Bonds and Form of Guarantee (when required) for each Work Order/Amendment;
- Insurance Certificates; and
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto for each Amendment or Work Order (the Construction Documents)
- Nongovernmental Entity Human Trafficking Affidavit, executed by the Contractor. The Contractor hereby warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes

Federal Front End Documents - CMAR (01/06/2025)  
PB 24-6 Facility System Improvements  
Palm Beach International Airport

Contract 2025.02.05



**ARTICLE 1**  
**GENERAL TERMS**

- 1.1 Definitions.** Terms used in this Contract shall have the following meanings:
- 1.1.1** “Amendment” means a written instrument approved and executed by the parties that modifies the Contract.
- 1.1.2** “Architect” means the Architect/Engineer of Record for each project which will be designated in the special Provisions for each project assigned under this Contract.
- 1.1.3** “Basic Services” means the services described in Article 2 of this Contract for each project assigned under this Contract.
- 1.1.4** “Change Order” means written orders to the Construction Manager for any changes in accordance with SP-10 of the Special Provisions
- 1.1.5** “Construction Contingency” or “Contingency” means the amount agreed upon in the GMP Amendment for Construction Manager’s use in accordance with Article 6.3
- 1.1.6** “Construction Documents” means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and change orders for each project assigned under this Contract.
- 1.1.7** “Construction Managers Fee” or “CM Fee” has the meaning set forth in Article 6.4
- 1.1.8** “Construction Schedule” or “Master Project Schedule” has the meaning set forth in Article 1.6.
- 1.1.9** “Construction Team” means the Owner, the Architect and the Construction Manager.
- 1.1.10** “Contract” means this Contract for Construction Manager at Risk Services and all associated Contract Documents as set forth on the first page of this Contract.
- 1.1.11** “Contract Documents” has the meaning set forth on the first page of this Contract.
- 1.1.12** “Contractor” or “Construction Manager” or “CM” means the company named in the preamble of this Contract and the terms will be used interchangeably in this Contract.
- 1.1.13** “Contract Sum” means Guaranteed Maximum Price for each project assigned under this Contract, and the terms will be used interchangeably.
- 1.1.14** “Contract Time” means, collectively and subject to modification by Change Order, the dates established pursuant to the Contract Documents for Construction Manager to achieve Substantial Completion, final completion and all other interim milestone dates for each project assigned under this Contract.

1.1.15 “Cost of the Work” has the meaning set forth in Article 8.1.

1.1.16 “FAR” means the Federal Acquisition Regulations of Title 48, Code of Federal Regulations (CFR) Part 31.

1.1.17 “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated in accordance with Article 6 hereof and accepted by the Owner for each project assigned under this Contract.

1.1.18 “GMP Amendment” means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for each project assigned under this Contract; the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.

→ Project” means the phased Facility System Improvements at Palm Beach International Airport (the “Project”), which consists of a grouping of substantially similar projects including:

- PBI Elevator Modernization
- PBI Switchgear Replacement Phase 2
- PBI Air Handler Replacement Phase 2
- PBI Access Control System

1.1.19 “Owner” or “County” means Palm Beach County.

1.1.20 “Preconstruction Services Fee” has the meaning set forth in Article 7.1.1.

1.1.21 “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.

1.1.22 “Task Order” means an Amendment to the Contract that assigns a project to the Construction Manager and authorizes pre-construction services for that project.

1.1.23 “Trade Contractor” means each subcontractor hired by the CM to perform the Work for each project assigned under this Contract.

1.1.24 “Work” means all the preconstruction, the construction and other services required by this Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under this Contract for each project assigned under this Contract.

1.1.25 “Work Order” means an Amendment to the Contract that authorizes construction services for a project assigned under the Contract.

**1.2 Standard of Performance.** The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Owner and Architect 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 each project assigned under this Contract in an expeditious



and economical manner consistent with the interests of the Owner.

**1.3 The Construction Team.** The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through construction completion for each project assigned under this Contract. 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.

**1.4 General Warranties.** By execution of this Contract, Owner and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

**1.5 Construction Manager's Warranties.** Construction Manager covenants, represents and warrants to Owner that:

It is a Palm Beach County business organization in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

**1.6 Time is of the Essence.**

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the County.



Construction Manager acknowledges and recognizes that the Work under this Contract must be performed in accordance with the project schedule developed for each project in accordance with Article 5 hereof and the approved GMP.

By signing this Contract, the Construction Manager agrees to the assessment of liquidated damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the Special and General Provisions of the Contract.

**1.7 Complete Functional Project.** It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction the project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Construction Manager shall comply therewith. The County shall have no duties other than those duties and obligations expressly set forth within the Contract.

**1.8 Governing Order.** The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and provisions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents as they apply to each project assigned:

1. This Contract and any amendments to this Contract, including Task/Work Orders;
2. Federal Representations and Certificates for each project assigned;
3. Special Provisions;
4. General Provisions;
5. Insurance Certificates, Payment and Performance Bonds and Guarantee for each project;
6. The Construction Documents (when approved) for each project;

7. The RFP
8. The Construction Manager's Proposal.

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

**1.9 Extent of Agreement.** The Contract represents the entire agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

## **ARTICLE 2**

### **CONSTRUCTION MANAGER'S BASIC SERVICES**

**2.0 Phases.** The Construction Manager's Basic Services under this Contract 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 for each project.

**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 under this Contract. The Construction Manager shall:

**2.1.1 Design Team Meetings.** The CM shall meet with 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 assigned under this Contract.

**2.1.2 Reports Required.** Unless otherwise negotiated the CM shall provide preconstruction deliverables consisting of one (1) electronic copy of reports at 30% design Construction Documents, 60% design Construction Documents, 90% 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 the following subparagraphs including the schedule and a detailed cost estimate. If not all services are include the pre-construction fee shall be negotiated based on services provided.

**2.1.3 Design Reviews.** The CM shall review designs during their development as to constructability, including without limitation bringing to the Owner's and Architect's attention any known observations 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 Owner 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. The CM shall proactively advise the Architect with regard to the most effective approach for designing the project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. The CM shall provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances, 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.

The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared phasing, demolition, architectural, structural, mechanical, electrical, plumbing, civil and site drawings and specifications and have compared and reviewed 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, have been either corrected or clarified prior to execution of the 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 Contract.

Notwithstanding anything herein in Article 2.1, the Construction Manager shall be responsible for review of design documents as a Construction Manager and not as a Design Professional.

**2.1.4 Construction Feasibility Meetings.** Attend regularly scheduled meetings with the 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.

**2.1.5 Value Analysis.** After a complete review of the Schematic Design Phase, evaluate the design and obtain an understanding of the intent of the Owner 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 approved by the Owner prior to implementation.

**2.1.5.1. Value Analysis Includes Operational Costs.** 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 include 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.

**2.1.6 Schedules.** The CM shall 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 for the project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

**2.1.7 Cost Estimates.** Based on design documents, CM shall 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.

**2.1.8 Specification Review.** 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 in writing upon observing any known 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).

**2.1.8.1 Industry Accepted Practices.** 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 Contractor bidding. This 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.

**2.1.9 Schedule for Building Components and Systems.** The Construction Manager agrees that time is of the essence in maintaining the project schedule under this Contract. 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.

**2.1.10 Maintenance of Schedule.** 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.

**2.1.11 Dividing Projects into Trades.** CM shall 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.

**2.1.12 Schedule for Each Trade.** CM shall 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.

**2.1.12.1 Long Lead Items.** 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 Construction Documents by the Architect. Expedite and coordinate delivery of these purchases.

**2.1.13 Pre-Qualification of Trade Contractors; Competitive Public Bidding Required.** CM shall develop and implement procurement procedures to ensure the federal procurement requirements of 2 CFR §§200.317-200.326 are satisfied. Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Provide copies of draft bid documents to Owner, which are consistent with the requirements of this Contract, Owner's obligations under 2 CFR §§200.317-200.326, applicable grant/funding requirements and applicable state, federal and local laws. Review draft bid documents with Owner to ascertain that all required certifications, representations and contract clauses have been included in draft bid documents. Finalize bid documents after Owner review. 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 (from at least three bidders) of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. 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. Review the applicable federal or state requirements in detail with the apparent low responsive bidders to determine that they understand the requirements. Maintain records of all pre-award interviews with apparent low bidders.

**2.1.13.1 Federal Requirements – Affirmative Steps.** The Construction Manager must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used as Trade Contractors and subcontractors when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.



**2.1.13.2 DBE Goals.** Owner may require Construction Manager to track and report on Construction Manager's use of Trade Contractors, including, but not limited to DBE subcontractors and suppliers. Construction Manager agrees to prepare any such Owner required informational reports. Construction Manager should be aware that since federal and/or state funds may be used on the project under this Contract the County's Local Preference Ordinance and SBE Ordinance will NOT apply to Trade Contracts or subcontracts solicited under this Contract. The DBE participation goal for under this Contract for Task Orders/Work Orders/Amendments funded, in whole or in part, with Federal Aviation Administration (FAA)/U.S. Department of Transportation (USDOT) and/or Florida Department of Transportation (FDOT) funds is a minimum of **11% of the GMP**. The Contractor shall comply with the DBE requirements set forth in Appendix 1 funded, in whole or in part, with FAA/USDOT and/or FDOT funds.

**2.1.13.3 Federal Requirements – Wage Rates.** For projects awarded under this Contract with USDOT, and/or FAA funds, the Davis Bacon Act will apply to wages rather than the County's Living Wage Ordinance and current Davis Bacon wage rates will be provided prior to advertisement. The applicable contract clauses will be included prior to advertisement and included with Appendix 1. As discussed below, the Construction Manager must include the Appendix 1 in all Trade Contracts and subcontracts for each project. Notwithstanding any provision of this Contract to the contrary, Owner reserves the right to amend or update Appendix 1 as Owner deems necessary or prudent to ensure compliance with applicable funding requirements, without formal amendment hereto.

**2.1.13.4 Federal/State Requirements – Contract Clauses.**

**FAA/USDOT Contract Clauses.** This Contract will be funded, in whole or in part, with grants from the USDOT/FAA. Detailed federal representations, certifications, and contract clauses for USDOT and FAA are set forth in Appendix 1 of this Contract. This contract is subject to the following terms U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. part 200; Equal Opportunity Clause 41 CFR 60-1.4(b); Davis-Bacon Act (40 USC 3141-3148); Contract Work Hours and Safety Standards Act (40 USC 3701-3708); Clean Air Act (42 USC 7401-7671); Federal Water Pollution Control Act (33 USC 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 USC 1352); Procurement of Recovered Materials (2 CFR 200.322).

**2.1.14 GMP submission.** Upon agreement of the Owner and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the 90% Construction document 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 contingency and General Conditions allowance. 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. The GMP will be calculated in accordance with the Construction Manager's price proposal which is attached hereto as **Exhibit H from the RFP**.

**2.1.14.1 Assumptions.** All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due



to assumptions made by the Construction Manager, but not included in the GMP proposal.

**2.1.14.2 Maintenance of the Project Budget.** 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 project as necessary to maintain the project program and meet the project construction budget as follows:

- a. After consultation with the Owner, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the 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.

**2.1.14.3 Owner's Right to Reject the GMP.** The Owner has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

**2.1.14.4 Review of Budget Estimates and GMP.** The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Owner for reasonableness and compatibility with the project construction budget. Meetings and negotiations with 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 and 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.

**2.1.14.5 Acceptance of Budget, Estimates and GMP.** If the GMP proposal is accepted, in writing, by the Owner, it will become an amendment to this Contract which will establish the GMP, contract time, and liquidated damages for that phase of the Work (the GMP Amendment) for this Contract. A "Public Construction Payment and Performance Bonds and Form of Guarantee" on the Owner's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for this Contract.

**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. The Construction Manager shall:

**2.2.1 General.** Administer the construction phase as provided in the Contract.



**2.2.2 Commencement of the Work.** The CM shall commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and "Notice to Proceed" from the Owner.

**2.2.3 Award Trade Contracts.** The CM shall promptly award and execute trade contracts with approved Trade Contractors. The CM shall provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Owner, when requested. **The subcontractor buyout is to be completed within 60 days from NTP** and the contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Owner.

**2.2.4 Management of the Work.** The CM shall 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 CM Staff.** The CM shall maintain exclusively for the 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 CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons 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 Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Owner's consent. Upon written notice and with reasonable justification, 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 On-Site Authority.** The CM shall 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 Project Manual.** The CM shall 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 Coordination Drawings.** CM shall 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 Processing of Shop Drawings.** In coordination with the Architect, the CM shall establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

**2.2.7 Progress Meetings.** The CM shall 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. Attend team meetings with the Architect and Owner and document with minutes.

**2.2.8 Schedule Updates.** The CM shall 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 the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

**2.2.9 Management of Trade Contractors.** The CM shall 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 Owner Furnished Material.** 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 Cost Control.** The CM shall 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 Records.** The CM shall maintain a system of accounting consistent with generally accepted accounting principles. The Construction Manager shall preserve all accounting records for a period of five (5) years after final payment 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 five (5) years after final payment of the Work. Copies of these documents and records shall be furnished to the Owner upon request. Records of costs incurred include the Construction Manager's general accounting records and project records, together with supporting documents and records, of the Construction Manager and all subcontractors performing work on under this Contract, and all other records of the Construction Manager and subcontractors considered necessary by the Owner for a proper audit of costs.

**2.2.12.1 Sales Tax Savings Program.** The CM shall administer direct tax savings purchase program (if provided) pursuant to Special Provisions 23.

**2.2.13 Change Orders.** The CM shall develop and implement a system for the preparation, review and processing of change orders including a tracking sheet with dates submitted, costs, referenced documents and dates change orders are executed.. 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. Change Proposal shall be submitted as Contract Change Proposals (CCP) as referenced in Special Provisions 10.0.

**2.2.13.1 Change Order Cost Estimates.** 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 CM Safety Programs.** The CM shall 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.

**2.2.14.1 Notice of Safety Issues.** The CM shall 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 Safety Meetings.** At progress meetings with Trade Contractors, the CM shall 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.



**2.2.15 Security.** The CM shall make provisions for project security in accordance with Section 1035, 1036 acceptable to the Owner along with protecting the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

**2.2.16 Monthly Progress Reports.** The CM shall 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 Hazardous Materials Disposal.** 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 Construction 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 Federal and State Funding Agreements.** The 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 making such certifications and representations as may be required by Owner.

### **ARTICLE 3** **ADDITIONAL SERVICES**

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 Owner's Representative.** The Owner will designate a representative to act on its behalf (the Owner's Representative) for the project assigned under this Contract. 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 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 Inspector.** The Owner may retain a “threshold building” special inspector, if required by Chapter 553, Florida Statutes.

**4.3 Review of CM Deliverables.** 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 pre-construction reports required under Article 2 hereof within **14 days** and the Guaranteed Maximum Price proposal within **45 days** after the Construction Documents have been made available to the Construction Manager unless the Construction Manager requests and receives a time extension from the Owner.

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

**5.3 Critical Dates Established.** 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 for the project awarded under this Contract. 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 project. The Construction Manager acknowledges that failure to complete a 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 a rate to be determined by the Owner.

**5.4 Acceleration of Schedule.** 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 Use or Occupancy Ahead of Schedule.** 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 GMP.** The Guaranteed Maximum Price (GMP) includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Article 6.4 of this Contract and as calculated in accordance with the CM's price proposal attached hereto and incorporated herein as **Exhibit H (From the RFP)**. The GMP will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Owner changes in the Work as provided in Article 9, herein.

**6.2 Taxes.** 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 Construction Contingency.** 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. 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. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP. 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) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions, (5) Material escalation if approved by the Owner. 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 Construction Manager may negotiate for its performance for the specified line item lump sum amount or less.

**6.4 CM Fee.** Construction Manager's Fee during the Construction Phase includes the following costs, subject to reasonableness and allowability under the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31:

**6.4.1** 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.

**6.4.2** 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.

**6.4.3** General operating expenses of the Construction Manager's principal and branch offices.

**6.4.4** Construction Manager's capital expenses, if calculated in accordance with FAR.

**6.4.5** Overhead and profit, or other general expenses if allowable under FAR, except as may be expressly included in Article 8, herein, as the "Cost of the Work".

**6.4.6** All costs for computers, networks, wiring of networks, printers, support, software including project management software system for a project, e.g. Pro-Log, Procore or similar including fees to have the Architect, the Owner and Subcontractors part of the system.

**6.4.7** Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with FAR.

**6.4.8** Those services set forth in Article 2.2

**6.4.9** Expenses such as internet service fees, long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

**6.4.10** Cost of equipment such as field office typewriters, cameras, radios, computers, small tools, first aid, copiers, facsimile equipment, cell phones, trailers, field personnel safety equipment (vests, goggles, first aid, fire extinguishers, etc), vehicles and furniture purchased or rented by the Construction Manager including costs of installation, permits, installation of utilities, utility consumption charges, mobilization, storage and demobilization.

**6.4.11.** All costs for water for office personnel, coffee and other provisions for office complex, lunches for meetings and miscellaneous jobsite expenses.

**6.4.12.** All costs for Construction Manager staff, Architect staff, Owners Representatives staff and visitors for hardhats, vests and safety glasses.

**6.4.13.** Direct project overhead incurred at the jobsite for control, supervision and administration of the Work that is not otherwise a Cost of the Work.

**6.4.14.** All costs for cleaning the Construction Manager site office complex including lavatory disposal.

**6.5 Payment Requests.** Request for compensation for services shall be submitted in detail as requested by Owner in order to approve the fee.



**6.6 Certification.** By execution of this Contract and by submitting payment requests to Owner, the Construction Manager certifies that all factual unit costs supporting the fees specified in this Contract are accurate, complete and current at the time of negotiations and are reasonable and allowable under FAR; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable and allowable under FAR. The fees specified in this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Owner determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs or to the extent such fee was increased due to costs that are not reasonable or allowable under FAR.

**6.7 No Inconsistent Positions.** 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 for the 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 advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

**6.8 GMP Adjustments.** Adjustments to the GMP will be made as described in the Special Provisions to the Contract.

**6.9 No Overhead and Profit on Construction Contingency.** When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the construction contingency nor will the Construction Manager be due any additional overhead and profit on the use of the construction contingency.

**6.10 Cost Savings.** 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 balance 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.

## **ARTICLE 7**

### **PAYMENTS TO CONSTRUCTION MANAGER**

**7.1 Payments.** 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 Pre-Construction.** For preconstruction services, unless otherwise noted in the task order, the amount established in the Task Order for such services which will be paid in installments at the satisfactory completion of the phases referenced below. If the preconstruction task does not include all of these phases the payment shall be prorated:



30% Design  
60% Design Documents  
90% Design Docs.  
100% Construction Documents/Accepted GMP

**7.1.2 Construction.** Upon acceptance of the GMP, the amount established in the GMP Amendment to this Contract for the project, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. The overhead and the profit factors included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of a project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

**7.1.2.1 Payment of Trade Contractors.** As required by Section 218.735, F.S., within ten (10) 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 consistent with Florida Statutes and the Federal Requirements.

**7.1.3 Pay Applications.** Pay requests for preconstruction services and for construction shall be documented in accordance with the General and Special Provisions of the Contract and submitted in detail sufficient for a proper audit thereof.

## **ARTICLE 8** **COST OF THE WORK**

**8.1 Definition.** 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 and which are allowable costs under the FAR, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as 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.

**8.2 Cost Items.** Cost of the Work includes and is limited to actual expenditure (receipts required) for the following cost items:

Federal Front End Documents - CMAR (01/06/2025)  
PB 24-6 Facility System Improvements  
Palm Beach International Airport

Contract 2025.02.05

**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 Article 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

**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 Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner. Documentation of costs of insurance shall be approved by the Owner prior to the first payment.

**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 of temporary electric power, lighting, water, sanitary facilities, trash removal, required for the performance of the Work, or required to protect the Work from weather damage, not including construction manager's office trailers.

**8.2.11** Cost 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 Special Provisions of the Contract. Does not include field personnel safety equipment (vests, goggles, hardhats etc, radios).

**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 Contract.

**8.2.14** Cost of preparation of shop drawings, coordination plans, 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 6.4, herein.

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

**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. Payment will be based on submitted receipts acceptable by the Owner. It is not the intent for the payment of the purchase of hand tools under this item. This does not include rental or purchase of vehicles used by the CM or trades in oversight of the Work or job site office equipment.

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

**8.2.20** All costs shall be submitted for payment within six (6) months on the date of the invoice or receipt. Costs submitted after six months will not be reimbursed or approved for payment.

**8.3 Defective Work.** No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

**8.4 Costs Not Reimbursable.** Except as otherwise expressly approved by the County or otherwise permitted under the Contract Documents, costs, expenses and fees Construction Manager incurs in connection with the following will not be Cost of the Work, and no payment will be made by County in connection therewith:

1. Home and branch office overhead and general expenses of Construction Manager, except as may be expressly included as a Cost of the Work in accordance with Section 8.2;
2. Expenses (including interest) of Construction Manager's capital employed for the Project;
3. Professional or business licenses of Construction Manager or any Subcontractor;
4. Except as directly applicable for performance of the Work hereunder, amounts required to be paid by Construction Manager for federal, state or local income or franchise taxes,

- sales, use, or gross receipts tax, payroll taxes and state, county and municipal taxes, and fees;
5. Costs of repairing or replacing damaged Work that is caused by Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable;
  6. Cost to repair or replace defective Work resulting from the failure of Construction Manager, Subcontractor or other for whose acts Construction Manager may be liable to perform the Work in accordance with the Contract Documents;
  7. Costs of warranty Work;
  8. Premiums for payment and performance bonds obtained by Subcontractors and Sub-subcontractors and not approved by the County;
  9. Costs incurred to the extent that such costs result in the GMP being exceeded;
  10. Costs to persuade employees to join, or not to join, any trade union or other association of organized labor or political activity;
  11. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal offices or other than the site office, except as expressly included as a Cost of the Work in accordance with Section 8.2;
  12. Any other costs or expenses not specifically included as a Cost of the Work under Section 8.2 hereof;
  13. Any and all costs already included under Section 6.4; and
  14. Costs not allowable under the FAR.

**8.5 Cost Recovery.** Whenever Construction Manager has been paid, as a Cost of the Work, amounts that are recoverable from any other source (e.g., a Subcontractor, its insurer or other third parties), Construction Manager must diligently pursue such recovery and must credit the County with any amounts recovered (less Construction Manager's attorneys' fees and other costs of collection).

**8.6 Credits against Costs.** The County will be entitled to a credit for all unused equipment and materials for which Construction Manager has been compensated as a Cost of the Work for the greater of (a) the market value of the unused equipment and materials (in Palm Beach County, Florida) or (b) the salvage value of such equipment or materials, unless the County elects by providing Construction Manager notice of County's intent to retain such unused equipment and materials. With respect to any equipment rented to the Project for which County has paid as a Cost of the Work, an amount equal to the market value of such equipment, County will be entitled to a credit for the greater of (a) depreciated market value of the equipment (in Palm Beach County, Florida) following completion of its use on the Project or (b) the salvage value of such equipment.

## **ARTICLE 9**

### **CHANGES IN THE WORK**

The Owner, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the Special Provisions 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**

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**

The Construction Manager shall provide insurance as required by the General Provisions of the Contract and, as required and further described in the General Provisions, name the County as an additional insured..

**ARTICLE 12**  
**PERIOD OF SERVICE**

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue for a period of two (2) years, with three (3) renewal options of one (1) year at the sole discretion of the County

, and additionally it shall continue until completion of all phases of the Work for each project assigned under this Contract, unless otherwise terminated as provided for in the Contract.

**ARTICLE 13**  
**INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal or any resulting contract.

**ARTICLE 14**  
**SCRUTINIZED COMPANIES**

**14.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Construction Manager is found to have been

placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

**14.2** When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

**14.3** If the County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

## **ARTICLE 15** **NON-DISCRIMINATION**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

## **ARTICLE 16** **F.S. 287.05701 ANS 286.101**

**16.1 Prohibition against Considering Social, Political or Ideological Interests in Government Contracting – F.S. 287.05701.** The Contractor agrees to include the following when soliciting bids from Trade Contractors:

Pursuant to the provisions of section 287.05701, Florida Statutes, as amended, the Contractor will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Contractor may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**16.2 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern.** Pursuant to F.S. 286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, the Consultant certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.



**ARTICLE 17**  
**SPECIAL TERMS AND CONDITIONS**

**17.1 Not Used**

**17.2 Method of Assigning Work under Contract.** The County will issue Task Orders/Work Orders/Amendments for each of the phases referenced in the RFP as part of the Campus Wide Facility Improvements.

**17.3 Location of Work.** Palm Beach International Airport (PBI), Palm Beach County.

**17.4 Not used**

**17.5 Performance during Public Emergency.** Construction Manager agrees and promises that during, and after, a public emergency, disaster, hurricane, flood or other act of God, the County shall be given "first priority" for all services under this Contract. Construction Manager agrees to provide all services to County throughout the emergency/disaster on the terms and conditions provided in the Contract Documents and with a priority above, and a preference over, work to the private sector. Construction Manager shall furnish a 24-hour phone number to the County in the event of an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute a breach of the Contract.

**17.6 Project Close-Out and Final Payment.** As a condition to final payment Contractor shall furnish to the County's Authorized Representative the following documents for each project using the forms provided in the contract unless otherwise approved:

- Final Releases of Claim from all trade contractors, subcontractors and suppliers, as may be applicable;
- Consent of Surety to Final Payment on the project;
- Documentation of required notifications to federal, state, county, and municipal agencies;
- Release of Claim from the Construction Manager ;
- Form of Guarantee;
- All Warranties.
- Other documents as noted in Specification 1700

**17.7 General and Special Provisions.** Construction Manager shall refer to the General and Special Provisions of the Contract for detailed information on payment, prosecution of the Work, warranty, indemnity, insurance, confidential information, substantial completion, final acceptance and other matters.

**ARTICLE 18**  
**NOTICES**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

George Santos  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave.  
West Palm Beach, Florida 33401

If sent to the Contractor, notices shall be addressed to:

Moss & Associates, LLC  
Attn: Jason Martin  
6363 NW 6th Way Suite 200  
Fort Lauderdale, FL 33309

**ARTICLE 19**  
**INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Consultant does not have the power or authority to bind the County in any promise, agreement or representation.

**ARTICLE 20**  
**LAW AND VENUE; REMEDIES**



This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

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 its 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:  
JOSEPH ABRUZZO, Clerk of the  
Circuit Court & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk


By \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY


APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

  
Director, Department of Airports

  
(witness signature)

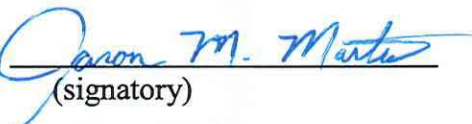
MARIA TACORANTE  
(witness name printed)

  
(witness signature)

KIRK NOBLE  
(witness name printed)

CONSTRUCTION MANAGER:

By: Moss & Associates, LLC  
(Name)

By:   
(signatory)  
Jason Martin  
(print signatory's name)

It's Senior Vice President  
(print title)

March 31, 2025  
(date of execution)



**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)  
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Moss & Associates, LLC  
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as  
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true  
and correct.**

Jason M. Martin  
(signature of officer or representative)

Jason Martin  
(printed name of officer or representative)

**State of Florida, County of Palm Beach**

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization  
this, 1<sup>st</sup> day of April, 2025, by Jason Martin.

Personally known ☒ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

Maria Tacoronte  
NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)

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Attachment No. 2  
DBE Goal Information



Construction Management at Risk  
RFP #PB 24-6  
Date:  
Marketplace: BC, PBC, MDC  
DBE Project Goal:  
Misc. Funding

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Landscaping (Material Cost)	Turf Farming	111421	0.00%			0.00%
Special Construction/Interiors (Labor Cost)	Commercial and Institutional Building Construction	236210	0.61%	2	85	0.01%
Construction Management	Commercial and Institutional Building Construction	236220	0.80%	136	845	0.13%
Building Construction & Modification	Commercial and Institutional Building Construction	236220	2.63%	136	845	0.42%
Drainage System (Labor Cost)	Drainage System Construction	237110	1.15%	93	145	0.74%
Fuel Farm (Labor Cost)	Oil and Gas Pipeline and Related Structures Construction	237120	0.25%	13	18	0.18%
Subgrade Stabilization	Hwy, Street & Bridge Construction	237310	1.11%	69	131	0.59%
Miscellaneous Concrete (Material Cost)	Poured Concrete Foundation and Structure Contractors	238110	0.76%	85	376	0.17%
Structural Steel and Precast Concrete Contractors	Structural Steel and Precast Concrete Contractors	238120	0.09%	89	70	0.12%
Exterior Shell (Labor Cost)	Framing Contractors	238130	0.57%	2	107	0.01%
Masonry Contractors	Masonry Contractors	238140	0.29%	10	254	0.01%
Roofing Contractors	Roofing Contractors	238160	0.95%	19	467	0.04%
	Other Foundation, Structure, and Building Contractors		0.62%	4	178	0.01%
Building Exterior (Labor)	Exterior Contractors	238190				
Electrical Work (Labor Cost)	Electrical Contractors	238210	7.75%	53	1871	0.22%
Security Related Systems	Electrical Contractors	238210	0.87%	53	1871	0.02%
Plumbing/HVAC Mechanical	Plumbing, Heating, and Air-Conditioning Contractors	238220	3.92%	31	2421	0.05%
Fire Protection	Plumbing, Heating, and Air-Conditioning Contractors	238220	0.32%	31	2421	0.00%
Equipment (Labor Cost)	Other Building Equipment Contractors	238290	4.50%	7	175	0.18%
Drywall and Insulation	Drywall and Insulation Contractors	238310	0.62%	14	430	0.02%
Paintings & Wall Coverings		238320	0.00%			0.00%
Finishes/Flooring	Finishes (Labor Cost)	238330	0.00%			0.00%
Tile & Terrazzo		238340	0.00%			0.00%
Interior Finishes/Metals (Labor Cost)	Other Building Finishing Contractors	238390	3.22%	11	233	0.15%
Site Preparation/Demolition	Site Preparation Contractor	238910	1.81%	110	340	0.59%
Temporary Stormwater Pollution Prevention, Erosion and Siltation Control	All Other Specialty Trade Contractors	238990	0.14%	66	829	0.01%
Other Building Equipment Contractors		239290	0.00%			0.00%
Pavement Markings (Material Cost)	Paint and Coating Manufacturing	325510	0.00%			0.00%
Wastewater from Building to Gravity Line/Connection (Material Cost)	Plastics Pipe and Pipe Fitting Manufacturing	326122	0.02%			0.00%
All Other Rubber Product Manufacturing (Membrane roof)		326299	0.00%			0.00%
Substructure/Superstructure (Material Cost)	Ready Mix Concrete Manufacturing	327320	1.15%	0	55	0.00%
Parking Bumpers	Concrete Block and Brick Manufacturing	327331	0.00%			0.00%
Drainage System (Material Cost)	Culvert pipe, concrete, manufacturing	327332	0.10%			0.00%
Structural Steel (Material Cost)	Fabricated Structural Metal Manufacturing	332312	2.16%	1	36	0.06%
Openings (Material Cost)	Metal Window and Door Manufacturing	332321	1.30%	1	55	0.02%
Fuel Storage	Metal Tank (Heavy Gauge) Manufacturing	332420	0.14%	0	4	0.00%
Openings (Material Cost)	All Other Miscellaneous Fabricated Metal	332999	0.00%			0.00%
Conveyor and Conveying Equipment Manufacturing	Conveyor and Conveying Equipment Manufacturing	333922	6.11%	0	3	0.00%
Generator Above Ground Fuel Tank (Material Cost)	Motor and Generator Manufacturing	335312	0.13%	0	0	0.00%
Switchgear and Switchboard Apparatus Manufacturing	Switchgear and Switchboard Apparatus Manufacturing	335313	5.01%	1	3	1.67%
Finishes (Material Cost)	Custom Architectural Woodwork and Millwork Manufacturing	337212	0.47%	0	52	0.00%
Signage	Sign Manufacturing	339950	0.02%	2	124	0.00%
Furnishing (Material Cost)	Furniture Merchant Wholesalers	423210	0.07%	0	206	0.00%
Wood, Plastics & Composites (Material Cost)	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers	423310	0.19%	1	187	0.00%
Flooring	Brick, Stone, and Related Construction Material Merchant Wholesalers	423320	0.00%	0		0.00%
Brick, Stone, and Related Construction Material Merchant Wholesalers	Brick, Stone, and Related Construction Material Merchant Wholesalers	423320	1.62%	0	124	0.00%
Exterior Shell (Material Cost)	Roofing , Siding, and Insulation Material Merchant Wholesalers	423330	2.93%	1	69	0.04%
Ceiling tile merchant wholesalers	Other Construction Material Merchant Wholesalers	423390	1.84%	1	135	0.01%
Fencing (except wood) merchant wholesalers	Other Construction Material Merchant Wholesalers	423390	0.40%	1	135	0.00%
Signage/Interiors	Other Commercial Equipment Merchant Wholesalers	423440	8.66%	1	175	0.05%
Metals (Material Cost)	Metal Service Centers and Other Metal Merchant Wholesalers	423510	0.01%	1	201	0.00%



Construction Management at Risk  
RFP #PB 24-6  
Date:  
Marketplace: BC, PBC, MDC  
DBE Project Goal:  
Misc. Funding

Project Description	NAICS Title	NAICS Code	Estimated Percentage of Work	Available DBE	Total Available	Weighted Availability
Electrical Work (Material Cost)	Electrical Apparatus/Equip, Wiring Supplies, Related Equip Merchant	423610	7.54%	7	530	0.10%
Equipment (Material Cost)	Other Electronic Parts and Equipment Merchant Wholesalers	423690	0.19%	1	583	0.00%
Plumbing /Fire Suppression(Material Cost)	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers	423720	2.12%	1	128	0.02%
HVAC (Material Cost)	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers	423730	5.10%	1	152	0.03%
Equipment (Material Cost)	Industrial Machinery and Equipment Merchant Wholesalers	423830	1.18%	2	1011	0.00%
Roadway Signage (Material Cost)	Signs (except electrical) Wholesalers	423990	0.00%			0.00%
Fuel Farm Systems	Petroleum Bulk Stations and Terminals	424710	0.00%			0.00%
Special Construction (Material Cost)	Other Building Material Dealers	444180	1.26%			0.00%
Building Materials/Supplies		444190	0.00%			0.00%
Nursery, Garden Center & Farm Supply (Sod)		444220	0.00%			0.00%
Trucking	Trucking	484220	0.00%			0.00%
Maintenance of Traffic	Maintenance of Traffic	488190	0.24%	3	369	0.00%
Insurance	Insurance	524126	0.00%			0.00%
Engineering Services	Architectural Services	541310	0.01%	25	679	0.00%
Survey and Project Record Documents	Land Survey and Mapping	541370	0.00%			0.00%
Testing Services		541380	0.00%			0.00%
Design Evolution	Mobilization	561499	0.00%			0.00%
Mobilization	Mobilization	561499	0.88%	2	269	0.01%
Landscaping (Labor Cost)	Turf Installation	561730	0.02%			0.00%
Prefabricated Metal Building and Component		332311	0.00%			1.00%
						0.00%
Mobilization/Overhead (Prime)		n/a	2.52%			0.00%
Contingency		n/a	13.66%			0.00%
			100%			6.70%

CMAR Contracts	
R2013-0663	16%
R2013-0664	14%
R2019-0042 MGI	22%
Median	16%
DBE Goal	11%

Signatory Information







[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

**Detail by Entity Name**

Florida Limited Liability Company  
MOSS & ASSOCIATES, LLC

Filing Information

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**Last Event**                  LC AMENDMENT  
**Event Date Filed**           09/02/2020  
**Event Effective Date**       NONE

Principal Address

6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Changed: 12/13/2024

Mailing Address

6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Changed: 12/13/2024

Registered Agent Name & Address

MOSS, BOB L  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Name Changed: 01/08/2014

Address Changed: 03/20/2025

Authorized Person(s) Detail

**Name & Address**

Title Founder, Chairman, Manager

MOSS, BOB L  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title CEO, Managing Director, Manager

Moss, Scott R  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title President Hawaii, Chief Legal Officer, Assistant Secretary

Moldow, Bruce J.  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title President, South Florida Region

Atkinson, Brett T.  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title PRESIDENT, MID-FLORIDA, TEXAS, CALIFORNIA

MAZZA, MICHAEL J.  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title PRESIDENT, CHIEF SCALLING OFFICER

MCALLISTER, ANDREW N.  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VC, Manager

Moss, Robert C.  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Executive Vice President

Baro, Edward  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

SLATER, RICHARD  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309



Title Senior Vice President, Chief Accounting Officer, Secretary

Clarkson, Joanna  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President

Zupancic, James  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, General Counsel, Solar

MILLER, SETH  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Risk Management

D'AQUILLA, JENNIFER  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Business Strategy

VALDES, VERONICA NUR  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Executive Vice President, Chief Information Officer

Sayfie, JT  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title EVP, Strategic Business Advisor

WOBBY, DANIEL  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

Dorman, Chris  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Solar Operations

SOCHACKI, MARK  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Chief Investment Officer

Greer, David  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

Callahan, Jeff  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President

Serpas, Travis  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President

Bowden, John L  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, General Counsel, Assistant Secretary

HENDERSON, KIMBERLY A  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title AS

GOLDEN, SHARLENE  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title President, SOLAR

PERKINS, EDWIN  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

Manulak, Toby  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309



Title SVP

WETHERINGTON, BRIAN  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

Martin, Jason M  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

Willis, Todd  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP, Solar

Espinosa, Alfredo  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

Hidalgo, Luis  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Solar

Imbert, Shane  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP, CHRO

Coello, Enrique  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title Senior Vice President, Hawaii

Jun, Matthew  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Preconstruction South Florida

Porak, Brett  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Solar, Electrical Administration

BAHR, MICHAEL  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP, Solar - Electrical Field Operations

Williams, Jeremy  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP, EHS

SVAC, MICHAEL  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

CUDDIHEE, JIM  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP

DOCSA, AARON  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

BESSELL, PAUL  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

CARSON, JOSH  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

DEL CAMPO, FERNANDO  
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FT. LAUDERDALE, FL 33309



Title VP

GREEN, GARRETT  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

SELLERS , JEFFERY  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

SPRINGMYER, GORDON  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, MECHANICAL FIELD OPERATIONS, SOLAR

STOCKSTILL, TONY  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, MID FLORIDA

TAVARES, JAKE  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

FRASER, TIM  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Solar

GARLAND, LARRY  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Finance

GOODELL, KEN  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP

MUTCHLER, JOSHUA  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Solar, Hawaii

CONSHUE, ROBERT  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title SVP, HR Solar

PROFFER, DRUE  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Solar

PURPURA, ANGELO  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title VP, Solar, Mechanical

SOUTHERN, RAYC  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Title EVP, CFO

HOPE , STEVE  
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FT. LAUDERDALE, FL 33309

Title VP, HR

CARMICHAEL, JOSHUA  
6363 NW 6th Way  
FT. LAUDERDALE, FL 33309

Annual Reports

Report Year	Filed Date
2024	04/29/2024
2024	10/21/2024
2025	03/20/2025

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Attachment No. 3  
Project Manual





Certificate of Insurance





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
The Baldwin Group Specialty Industry, LLC

Campus View Plaza  
1250 Route 28, Suite 201  
Branchburg, NJ 08876 USA

INSURED  
Moss & Associates, LLC

6363 NW 6th Way  
Fort Lauderdale, FL 33309 USA

908-566-1010

CONTACT NAME: Moira Davis

PHONE (A/C, No, Ext): 908-566-1010

FAX (A/C, No): 908-566-1020

E-MAIL ADDRESS: certs@constructionriskpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: GREENWICH INS CO	22322
INSURER B: XL INS AMER INC	24554
INSURER C: XL SPECIALTY INS CO	37885
INSURER D: CONTINENTAL INS CO	35289
INSURER E: OHIO CAS INS CO	24074
INSURER F: Vantage Risk Assur Co	16275

COVERAGES				CERTIFICATE NUMBER: 751857651		REVISION NUMBER:							
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS					
A	X	COMMERCIAL GENERAL LIABILITY					CGE740992705	01/01/25	01/01/26	EACH OCCURRENCE	\$ 2,000,000		
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000		
	X	Contractual Liability								MED EXP (Any one person)	\$ 10,000		
										PERSONAL & ADV INJURY	\$ 2,000,000		
										GENERAL AGGREGATE	\$ 4,000,000		
										PRODUCTS - COMP/OP AGG	\$ 4,000,000		
											\$		
A	AUTOMOBILE LIABILITY					CAH740953908	01/01/25	01/01/26	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000			
	X	ANY AUTO							BODILY INJURY (Per person)	\$			
	X	OWNED AUTOS ONLY		SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$			
	X	HIRED AUTOS ONLY	X	NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$			
										\$			
										\$			
										\$			
B	UMBRELLA LIAB		X	OCCUR		US00077035LI25A	01/01/25	01/01/26	EACH OCCURRENCE	\$ 15,000,000			
	X	EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$ 15,000,000			
		DED		RETENTION \$					\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					CWD742207903	01/01/25	01/01/26	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			Y/N	N/A				E.I. EACH ACCIDENT	\$ 1,000,000			
				N					E.I. DISEASE - EA EMPLOYEE	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.I. DISEASE - POLICY LIMIT	\$ 1,000,000			
D	Excess 1 - \$10M x \$15M					7011660190	01/01/25	01/01/26	Occurrence/Agg	10M/10M			
E	Excess 3 - \$15M x \$35M					ECO (26) 58436499	01/01/25	01/01/26	Occurrence/Agg	15M/15M			
F	Excess 2 - \$10M x \$25M					P04XC0000047071	01/01/25	01/01/26	Occurrence/Agg	10M/10M			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Please see additional policy information attached.

Re: Palm Beach County Department of Airports, PB 24-6 Facility System Improvements

Coverage is primary and non-contributory where required by written contract.

Waiver of subrogation applies per policy provisions as required by written contract and allowed by law.

Contractual Liability coverage is included on the GL coverage in accordance with policy provision.

XCU is included on the GL. Workers Compensation coverage applies in Florida.

Please see attached for additional insureds as required by written contract.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners

c/o 846 Palm Beach International Airport

West Palm Beach, FL 33406-1470

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*[Signature]*

**SUPPLEMENT TO CERTIFICATE OF INSURANCE**

DATE  
04/01/2025

NAME OF INSURED: Moss &amp; Associates, LLC

Additional Description of Operations/Remarks from Page 1:

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are additional insureds as respects to the General Liability and Excess Liability policies.

Additional Information:

Excess #4 (25x50), Carrier: Starr Indemnity & Liability Co, Term: 1/1/25-1/1/26,  
Policy #1000584806251, Limit: Occurrence/Aggregate: \$25M/\$25M

Excess #5 (25x75), Carrier: Swiss Re Corp Solutions America Ins Co, Term:  
1/1/25-1/1/26; Policy #: EXS 2001235 05, Limit: Occurrence/Aggregate: \$25M/\$25M



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHERE REQUIRED IN WRITING IN A CONTRACT OR AGREEMENT, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
  2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHERE REQUIRED IN WRITING IN A CONTRACT OR AGREEMENT, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.